

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, December 14, 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 - 5:30 p.m.

1. **Opening of Meeting – Al Greene, County Manager Presiding**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Employee Service Award Recognitions for December 2009 (10 Minutes)

2. **Election of Officers – Al Greene, County Manager Presiding** (*Estimated Time: 10 Minutes)
 - a. Chairman
 - b. Vice Chairman

3. **Oaths of Office** (*Estimated Time: 10 Minutes)
 - a. Chairman
 - b. Vice Chairman

4. **Approval of Elected Officials’ Bonds** (*Estimated Time: 5 Minutes)
 - a. Sheriff \$ 5,000
 - b. Register of Deeds \$25,000

ACTION REQUESTED: Approve bond amounts

5. **Approval of Employees’ Bonds** (*Estimated 5 Minutes)
 - a. Finance Director \$100,000
 - b. Tax Administrator \$ 60,000

ACTION REQUESTED: Approve bond amounts

6. **Community Benefit Organization Presentation by the Union County Community Arts Council** (*Estimated Time: 5 Minutes)

7. **Informal Comments** (*Estimated Time: 10 Minutes)

ACTION REQUESTED: No action required

8. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)

ACTION REQUESTED: Adoption of Agenda

9. **Consent Agenda** (*Estimated Time: 10 Minutes)

ACTION REQUESTED: Approve items listed on Consent Agenda

10. **Recognition of Public Works' Team** (*Estimated Time: 10 Minutes)

ACTION REQUESTED: No action requested

11. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No Action Requested

Old Business:

None

New Business:

12. **Overview of House Bill 2 - Prohibition of Smoking in Public Places** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Receive presentation
13. **Appointments of Commissioners to Boards and Committees** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Appoint Commissioner-Representatives to the Various Boards and Committees
14. **Carolinas Medical Center-Union - Waxhaw Pavilion** (*Estimated Time: 15 Minutes)
ACTION REQUESTED BY CMC-UNION: Approval of the above projects in accordance with the lease agreement with the County
15. **Annual Financial Report - Presentation and Acceptance of Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2009** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Accept report
16. **Union EMS - Notice of Intent to Seek Renewal of Agreement** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize Manager to send Notice of Intent to Seek Renewal of Agreement with Union EMS
17. **Child Support Enforcement Transition Plan** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Authorize the Chairman and Manager to sign a Transition Plan, to include accommodating changes based on new information that may be made available to the County prior to January 1, 2010
18. **Water Allocation Action Plan** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Adoption of Plan
19. **Announcement of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Adult Care Home Advisory Committee (2 Vacancies)
 - b. Nursing Home Advisory Committee (4 Vacancies)
 - c. Region F Aging Advisory Committee (1 Vacancy)
 - d. Juvenile Crime Prevention Council:
 1. 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
 - h. Health Board (Vacancies for a Physician and two Citizen Representatives)
 - i. Library Board of Trustees
- ACTION REQUESTED:** Announce vacancies

20. **Appointments to Vacancies on Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. JCPC
 - b. Adult Care Home Community Advisory Committee
 - c. Union County Home and Community Care Block Grant Advisory Committee**ACTION REQUESTED:** Consider appointments
21. **County Manager's Comments**
22. **Commissioners' Comments**

CONSENT AGENDA
December 14, 2009

1. **Minutes**
ACTION REQUESTED: Approve minutes
2. **Employees' Insurance \$100,000 Coverage**
ACTION REQUESTED: Approve coverage amount
3. **Amendment to 2009-2010 Union County Pay and Classification Plan: Tax Administration**
ACTION REQUESTED: Approve the following classification title and pay grade revisions to the 2009-2010 Union County Pay and Classification Plan: 1) Current Classification: Land Use and Exemption Coordinator, Pay Grade 69: Revised Classification: Assessment Administration Supervisor, Pay Grade 71; 2) Current Classification: Personal Property Supervisor, Pay Grade 70: Revised Classification: Personal Property Supervisor, Pay Grade 71; and 3) Current Classification: Real Estate Appraisal Coordinator, Pay Grade 69: Revised Classification: Real Estate Appraisal Supervisor, Pay Grade 71
4. **Request for Waiver of Late Listing Penalty by Windstream North Carolina, LLC**
ACTION REQUESTED: Deny request for waiver of late listing penalty (Approval of this item on the Consent Agenda shall constitute such denial)
5. **Tax Administrator**
 - a. Refunds for November 2009 in the Amount of \$6,486.97
 - b. Releases for November 2009 in the Amount of \$22,375.56
 - c. Sixth Motor Vehicle Billing in the Grand Total of \$1,271,074.00
 - d. Fifth Motor Vehicle Release Register for the Period of November 1, 2009- November 30, 2009, in the Net Grand Totals of \$7,222.19-
 - e. Fifth Motor Vehicle Refund Register for the Period of November 1, 2009- November 30, 2009, in the Net Grand Totals of \$2,023.65-
 - f. Departmental Monthly Report for October 2009**ACTION REQUESTED:** Approve items a-f, above
6. **Agreements Over \$20,000 and Associated Budget Amendment**
 - a. Library: Union Smart Start to Continue Funding the Library's Family Literacy Program from December 31, 2009, through June 30, 2010
ACTION REQUESTED: Authorize County Manager to Approve Agreement pending legal review and adopt Budget Amendment #27 associated with Item a, above
7. **Request from UCPS Regarding 2009 Qualified School Construction Bonds**
ACTION REQUESTED: Approve execution by Chairman of Notice to the North Carolina Department of Public Instruction
8. **Motor Vehicle Tax Refunds for November 2009 in the Amount of \$1,577.12**
ACTION REQUESTED: Approve Motor Vehicle Refund Overpayments in the amount of \$1,577.12

9. **Revisions to Bylaws of Library Board of Trustees**
ACTION REQUESTED: Approve revisions
10. **Budget Transfer Report for September, October, and November 2009**
ACTION REQUESTED: Approve report
11. **Health Department/Local Health Department's Smokefree Law**
ACTION REQUESTED: Adopt Budget Amendment #26 to appropriate additional state revenue for the Environmental Health Department in the total amount of \$3,194

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Information Only - No Action Required

1. Monthly Personnel Report for November 2009
2. Department of Inspection Monthly Report for November 2009
3. 100,000 Gallons Per Day Water Connection Report
4. Update on KaufmanHall Agreement



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, December 14, 2009, at 5:30 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 consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

Lanny Openshaw

Lanny Openshaw, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/14/2009

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

SUBJECT: Employee Recognition

DEPARTMENT: Personnel **PUBLIC HEARING:** Choose one....

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

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

5 YEARS OF SERVICE

SERENA CIOCCA
CRYSTAL CRUMP
MARIAN HOGAN
JEFFREY GREENE
PAULINE LUCORE

DEPARTMENT

REGISTER OF DEEDS
REGISTER OF DEEDS
REGISTER OF DEEDS
SHERIFF'S OFFICE
SHERIFF'S OFFICE

10 YEARS OF SERVICE

BRIAN GRIFFIN
BARBARA LANEY

DEPARTMENT

SHERIFF'S OFFICE
TAX ASSESSOR

AGENDA ITEM
3A
MEETING DATE 12-14-09

OATH OF OFFICE
Chairman, Board of Commissioners

I, _____, do solemnly swear that I will support the Constitution of the United States; so help me, God.

I, _____, do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the Constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, _____, do swear that I will well and truly execute the duties of the office of Chairman of the Board of Commissioners for the County of Union according to the best of my skill and ability, according to law; so help me, God.

, Chairman

Sworn to and subscribed before me
this 14th day of December, 2009.

AGENDA ITEM
36
MEETING DATE 12-14-09

OATH OF OFFICE
Vice Chairman, Board of Commissioners

I, _____, do solemnly swear that I will support the Constitution of the United States; so help me, God.

I, _____, do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the Constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, _____, do swear that I will well and truly execute the duties of the office of Vice Chairman of the Board of Commissioners for the County of Union according to the best of my skill and ability, according to law; so help me, God.

, Vice Chairman

Sworn to and subscribed before me
this 14th day of December, 2009

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/1/09

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

SUBJECT: Elected Officials' Bonds

DEPARTMENT: Risk Management **PUBLIC HEARING:** No

ATTACHMENT(S): none **INFORMATION CONTACT:** Keith Richards, Risk Manager

TELEPHONE NUMBERS:
704-283-3663 - office
704-634-7567 - cell

DEPARTMENT'S RECOMMENDED ACTION: Approve Bond Amounts

BACKGROUND: Elected positions are required by North Carolina General Statute to maintain personal bonds while in office. Individuals are responsible for securing these personal bonds and Union County has undertaken the responsibility for placement of these bonds in a Master Bond and paying premiums for these bonds as an inducement to attract qualified personnel. Bonds are placed by Marsh, Inc. The bond for the Sheriff is \$5,000. The bond for Register of Deeds is \$25,000.

FINANCIAL IMPACT: \$100 for a four year term for the Sheriff (current bond expires 12/6/2010). \$88 for the Register of Deeds bond paid annually.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/1/09

Action Agenda Item No. 5a & b

(Central Admin. use only)

SUBJECT: Employee's Bonds

DEPARTMENT: Risk Management

PUBLIC HEARING: No

ATTACHMENT(S):
none

INFORMATION CONTACT:
Keith Richards, Risk Manager

TELEPHONE NUMBERS:

704-283-3663 - office

704-634-7567 - cell

DEPARTMENT'S RECOMMENDED ACTION: Approve Bond Amounts

BACKGROUND: The Finance Director and Tax Administrator are required by North Carolina General Statute to maintain personal bonds. Individuals are responsible for securing these personal bonds and Union County has undertaken the responsibility for placement of these bonds in a Master Bond and paying premiums for these bonds as an inducement to attract qualified personnel. Bonds are placed by Marsh, Inc. The Centralina Council of Governments requires the Finance Director to carry a bond in the amount of \$100,000. The bond for the Tax Administrator is \$60,000.

FINANCIAL IMPACT: \$350 for an annual term for the Finance Director. \$210 for an annual term for the Tax Administrator.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 14, 2009

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

SUBJECT: Community Benefit Organization Presentation by the Union County
Community Arts Council

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

ATTACHMENT(S):

INFORMATION CONTACT:

Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:

(704) 283-3656

DEPARTMENT'S RECOMMENDED ACTION: Receive the presentation.

BACKGROUND: The mission of the Union County Community Arts Council is to promote the arts as an essential component of community life in Union County. Founded in 1980, the organization has a 30-year history of sponsoring, encouraging and advancing broad-based cultural and educational activities throughout Union County. Objectives include increasing the participation in and the awareness and appreciation of the arts and to serve as cultural planner and resource agency for our citizens. Additionally, as the center of arts information and arts resources, the Council makes a significant impact on economic development and community arts education in our area.

The Union County Community Arts Council is an education-based grassroots 501(c)(3) nonprofit organization. Key to its arts education is the emphasis the organization places on arts programs in the schools, where over 38,000 students in 51 Union County schools are served each year. Every child, regardless of where he or she lives in the county, receives countless arts programs and services each and every year. Without the emphasis that the Union County Community Arts Council places on quality and exemplary education, our student population would have missed a vital part of their total learning experience. Thousands of Union County students are better learners because the Union County Community Arts Council is actively and vigorously involved in their learning.

The Union County Community Arts Council operates with an all-volunteer board that is geographically and culturally diverse. With two staff members, the Arts Council operates daily on a very lean administrative budget. Its facility is located at 120 N. Main Street in downtown

Monroe.

The Union County Community Arts Council will sponsor its annual fund-raising event on Saturday evening, January 23. Barbara Faulk, the Executive Director of the Council, will share more information with you during her presentation to the Board.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY PUBLIC WORKS

AGENDA ITEM

10
MEETING DATE 12-14-09

Memo

To: Al Greene, County Manager *AG*
From: Ed Goscicki, Director
Date: December 3, 2009

Subject: UCPW Sewer Tap Team Competition - 1st Place

On November 15, 2009 the American Water Works Association (AWWA) held a state conference in Raleigh. A "sewer tapping competition" was part of the agenda. The UCPW Sewer Rats defeated two highly competitive teams from Charlotte-Meck Utilities to bring home a first place finish. UCPW would like to recognize the team for professionalism, enthusiasm and a job well done.

The competition revolves around making a sewer tap on a simulated active 8-inch sewer main. The tap must be leak free and able to maintain 3-psi of pressure. Additionally an automated wastewater sampler must be properly programmed as part of the competition. The team with the quickest time (time is added for penalties such as leaks, improper sampler programming and safety violations) wins.

The Sewer Rats team is made up of Coach Greg Morgan, Team Captain Josh Carpenter and Team Members Travis Oleary, Matt Hargett and Chris Love.

The Sewer Rats took first place in the 2007 state competition and second place in last years state competition.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/14/09

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

SUBJECT: HB 2 - An Act to Prohibit Smoking in Public Places

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Phillip Tarte

TELEPHONE NUMBERS:

296-4800

DEPARTMENT'S RECOMMENDED ACTION: None

BACKGROUND: On January 2, 2010 a new state law will go into effect that will ban smoking in enclosed areas in almost all restaurants, bars and lodging establishments in NC. The law, signed by the Governor in May, is intended to protect the health of individuals in public places and places of employment from the risks related to secondhand smoke. It is also the intent of the law to allow local governments to adopt local laws governing smoking within their jurisdictions that are more restrictive than the State law.

No later than 12:00 a.m. on January 2, 2010, a person in charge of a restaurant, bar or lodging establishment that is subject to the new law will need to 1) post a required no-smoking sign in conspicuous locations, 2) remove indoor ashtrays and other smoking receptacles, and 3) direct any person who is smoking to extinguish the cigarette, cigar or other lighted tobacco product.

The legislation allows for a local health director to impose administrative penalty's, of up to \$200 per day, on a person who manages, operates, or controls a restaurant, bar or lodging establishment after two written warnings are ignored. The law also allows the person mentioned above with an opportunity to appeal the penalty to the local board of health. No-smoking signs and coasters will be provided to facilities subject to the law through the local health department.

The law also allows for citations, in the amount of \$50, to be issued, by sworn law enforcement personnel, to those patrons or employees who continue to smoke in a nonsmoking areas following oral or written notice.

Presentation will detail the law, education and enforcement and appeal process.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

SESSION LAW 2009-27
HOUSE BILL 2

AN ACT TO PROHIBIT SMOKING IN CERTAIN PUBLIC PLACES AND CERTAIN
PLACES OF EMPLOYMENT.

The General Assembly of North Carolina enacts:

SECTION 1. Effective January 2, 2010, Article 23 of Chapter 130A of the General Statutes reads as rewritten:

"Article 23.

"Smoking Prohibited in Public Places, Places and Places of Employment.

Part 1. Smoking in State Government Buildings."Part 1A. Findings and Intent.

"§ 130A-491. Legislative findings and intent.

(a) Findings. – The General Assembly finds that secondhand smoke has been proven to cause cancer, heart disease, and asthma attacks in both smokers and nonsmokers. In 2006, a report issued by the United States Surgeon General stated that the scientific evidence indicates that there is no risk-free level of exposure to secondhand smoke.

(b) Intent. – It is the intent of the General Assembly to protect the health of individuals in public places and places of employment and riding in State government vehicles working in or visiting State government buildings from the risks related to secondhand smoke. It is further the intent of the General Assembly to protect the health of individuals driving or riding in State-controlled passenger-carrying vehicles assigned permanently or temporarily to State employees or State agencies or institutions for official State business allow local governments to adopt local laws governing smoking within their jurisdictions that are more restrictive than the State law.

"§ 130A-492. Definitions.

The following definitions apply in this Article:

- (1) "Bar". – An establishment with a permit to sell alcoholic beverages pursuant to subdivision (1), (3), (5), or (10) of G.S. 18B-1001.
- (1a) "Cigar bar". – An establishment with a permit to sell alcoholic beverages pursuant to subdivision (1), (3), (5), or (10) of G.S. 18B-1001 that satisfies all of the following:
 - a. Generates sixty percent (60%) or more of its quarterly gross revenue from the sale of alcoholic beverages and twenty-five percent (25%) or more of its quarterly gross revenue from the sale of cigars;
 - b. Has a humidor on the premises; and
 - c. Does not allow individuals under the age of 21 to enter the premises. Revenue generated from other tobacco sales, including cigarette vending machines, shall not be used to determine whether an establishment satisfies the definition of cigar bar.
- (1b) "Employee". – A person who is employed by an employer, or who contracts with an employer or third person to perform services for an employer, or who otherwise performs services for an employer with or without compensation.
- (2) "Employer". – An individual person, business, association, political subdivision, or other public or private entity, including a nonprofit entity, that employs or contracts for or accepts the provision of services from one or more employees.
- (3) "Enclosed area". – An area with a roof or other overhead covering of any kind and walls or side coverings of any kind, regardless of the presence of openings for ingress and egress, on all sides or on all sides but one.



- (4) "Grounds". – An unenclosed area owned, leased, or occupied by State or local government.
- (5) "Local government". – A local political subdivision of this State, an airport authority, or an authority or body created by an ordinance, joint resolution, or rules of any such entity.
- (6) "Local government building". – A building owned, leased as lessor, or the area leased as lessee and occupied by a local government.
- (7) "Lodging establishment". – An establishment that provides lodging for pay to the public.
- (8) "Local vehicle". – A passenger-carrying vehicle owned, leased, or otherwise controlled by local government and assigned permanently or temporarily by local government to local government employees, agencies, institutions, or facilities for official local government business.
- (8a) "Private club". – A country club or an organization that maintains selective members, is operated by the membership, does not provide food or lodging for pay to anyone who is not a member or a member's guest, and is either incorporated as a nonprofit corporation in accordance with Chapter 55A of the General Statutes or is exempt from federal income tax under the Internal Revenue Code as defined in G.S. 105-130.2(1). For the purposes of this Article, private club includes country club.
- (8b) "Private residence". – A private dwelling that is not a child care facility, as defined in G.S. 110-86(3), and not a long-term care facility, as defined in G.S. 131E-114.3(a)(1).
- (8c) "Private vehicle". – A privately owned vehicle that is not used for commercial or employment purposes.
- (8d) "Public place". – An enclosed area to which the public is invited or in which the public is permitted.
- (8e) "Restaurant". – A food and lodging establishment that prepares and serves drink or food as regulated by the Commission pursuant to Part 6 of Article 8 of this Chapter.
- (9) "Smoking". – The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.
- (10) "State government". – The political unit for the State of North Carolina, including all agencies of the executive, judicial, and legislative branches of government.
- (11) "State government building". – A building owned, leased as lessor, or the area leased as lessee and occupied by State government.
- (12) "State vehicle". – A passenger-carrying vehicle owned, leased, or otherwise controlled by the State and assigned permanently or temporarily to a State employee or State agency or institution for official State business.
- (13) "Tobacco shop". – A business establishment, the main purpose of which is the sale of tobacco, tobacco products, and accessories for such products, that receives no less than seventy-five percent (75%) of its total annual revenues from the sale of tobacco, tobacco products, and accessories for such products, and does not serve food or alcohol on its premises.

"Part 1B. Smoking Prohibited in State Government Buildings and Vehicles.

"§ 130A-493. Smoking prohibited in State government buildings and State ~~vehicles~~ prohibited vehicles.

(a) Notwithstanding Article 64 of Chapter 143 of the General Statutes pertaining to State-controlled buildings, smoking is prohibited inside State government buildings except as provided in subsection (b) of this section. ~~As to smoking rooms in residence halls that were permitted by G.S. 143-597(a)(6), this Article becomes effective beginning with the 2008-2009 academic year.~~

(b) Smoking is permitted inside State government buildings that are used for medical or scientific research to the extent that smoking is an integral part of the research. Smoking permitted under this subsection shall be confined to the area where the research is being conducted.

(c) The individual in charge of the State government building or the individual's designee shall post signs in conspicuous areas of the building. The signs shall state that

"smoking is prohibited" and may include the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it. In addition, ~~in any State psychiatric hospital, the person who owns, manages, operates, or otherwise controls the hospital shall;~~ the individual in charge of the building or the individual's designee shall:

- (1) ~~Direct any a~~ person who is smoking inside the ~~facility building~~ to extinguish the lighted smoking product.
- (2) ~~Provide~~ In a State psychiatric hospital, provide written notice to individuals upon admittance that smoking is prohibited inside the ~~facility building~~ and obtain the signature of the individual or the individual's representative acknowledging receipt of the notice.

(c1) Smoking is prohibited inside State vehicles. The individual or the individual's designee in charge of assigning the vehicle shall place one or more signs in conspicuous areas of the vehicle. The signs shall state that "smoking is prohibited" and may include the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it. If the vehicle is used for undercover law enforcement operations, a sign is not required to be placed in the vehicle as provided in this subsection.

(d) Notwithstanding G.S. 130A-25, a violation of Article 23 of this Chapter shall not be punishable as a misdemeanor.

"§ 130A-494. Other prohibitions.

Nothing in this Article repeals any other law prohibiting smoking, nor does it limit any law allowing regulation or prohibition of smoking on walkways or on the grounds of buildings.

"§ 130A-495. Rules.

The Commission shall adopt rules to implement this Part.

"Part 1C. Smoking Prohibited in Restaurants and Bars.

"§ 130A-496. Smoking prohibited in restaurants and bars.

(a) Notwithstanding Article 64 of Chapter 143 of the General Statutes, smoking is prohibited in all enclosed areas of restaurants and bars, except as provided in subsection (b) of this section.

(b) Smoking may be permitted in the following places:

- (1) A designated smoking guest room in a lodging establishment. No greater than twenty percent (20%) of a lodging establishment's guest rooms may be designated smoking guest rooms.
- (2) A cigar bar if smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. A cigar bar that begins operation after July 1, 2009, may only allow smoking if it is located in a freestanding structure occupied solely by the cigar bar and smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. To qualify under this subsection, the cigar bar must satisfactorily report on a quarterly basis to the Department, on a form prescribed by the Department, the revenue generated from the sale of alcoholic beverages and cigars as a percentage of quarterly gross revenue. The Department shall determine whether any additional documentation is required of the cigar bar to authenticate or verify revenue data submitted by the cigar bar. This subdivision shall not apply to any business that is established for the purpose of avoiding compliance with this Article.
- (3) A private club.

"§ 130A-497. Implementation and enforcement.

(a) A person who manages, operates, or controls a restaurant or bar in which smoking is prohibited shall:

- (1) Conspicuously post signs clearly stating that smoking is prohibited. The signs may include the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it.
- (2) Remove all indoor ashtrays and other smoking receptacles.
- (3) Direct a person who is smoking to extinguish the lighted tobacco product.

(b) Continuing to smoke in a nonsmoking area described in this Part following oral or written notice by the person in charge of the area or the person's designee constitutes an

infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50.00).

(c) Conviction of an infraction under this section has no consequence other than payment of a penalty. A person found responsible for a violation of this section may not be assessed court costs.

(d) Notwithstanding G.S. 130A-25, a violation of this Part shall not be punishable as a misdemeanor.

(e) Administrative penalties imposed under G.S. 130A-22(h1) against a person who manages, operates, or controls a restaurant or bar and fails to comply with the provisions of this Article and the rules adopted by the Commission to implement the provisions of this Article shall only be enforced by a local health director.

(f) The Commission shall adopt rules to implement the provisions of this Article.

"Part 2. Local Government Regulation of Smoking.

"§ 130A-498. Local governments may restrict smoking in public places.

(a) Notwithstanding Except as otherwise provided in subsection (b1) of this section, and notwithstanding any other provision of Article 64 of Chapter 143 of the General Statutes to the contrary, a local government may adopt an ordinance, law, or rule restricting smoking in accordance with subsection (b) of this section and enforce ordinances, board of health rules, and policies restricting or prohibiting smoking that are more restrictive than State law and that apply in local government buildings, on local government grounds, in local vehicles, or in public places. A rule or policy adopted on and after July 1, 2009 pursuant to this subsection by a local board of health or an entity exercising the powers of a local board of health must be approved by an ordinance adopted by the Board of County Commissioners of the county to which the rule applies. The definitions set forth in G.S. 130A-492 in Part 1A of this Article apply to this section and shall apply to any local ordinance, rule, or law adopted by a local government under this section.

(b) Any local ordinance, law, or rule authorized under this section may restrict smoking only in:

- (1) Buildings owned, leased as lessor, or the area leased as lessee and occupied by local government;
- (2) Building and grounds wherein local health departments and departments of social services are housed;
- (3) Repealed by Session Laws 2007-193, s. 3.1, effective August 1, 2008.
- (4) Any place on a public transportation vehicle owned or leased by local government and used by the public; and
- (5) Any place in a local vehicle.

(b1) A local ordinance or other rules, laws, or policies adopted under this section may not restrict or prohibit smoking in the following places:

- (1) A private residence.
- (2) A private vehicle.
- (3) A tobacco shop if smoke from the business does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. A tobacco shop that begins operation after July 1, 2009, may only allow smoking if it is located in a freestanding structure occupied solely by the tobacco shop and smoke from the shop does not migrate into an enclosed area where smoking is prohibited pursuant to this Article.
- (4) All of the premises, facilities, and vehicles owned, operated, or leased by any tobacco products processor or manufacturer, or any tobacco leaf grower, processor, or dealer.
- (5) A designated smoking guest room in a lodging establishment. No greater than twenty percent (20%) of a lodging establishment's guest rooms may be designated smoking guest rooms.
- (6) A cigar bar if smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. A cigar bar that begins operation after July 1, 2009, may only allow smoking if it is located in a freestanding structure occupied solely by the cigar bar and smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. To qualify under this subsection, the cigar bar must satisfactorily report on a quarterly basis to the Department, on

a form prescribed by the Department, the revenue generated from the sale of alcoholic beverages and cigars as a percentage of quarterly gross revenue. The Department shall determine whether any additional documentation is required of the cigar bar to authenticate or verify revenue data submitted by the cigar bar. This subdivision shall not apply to any business that is established for the purpose of avoiding compliance with this Article.

(7) A private club.

(8) A motion picture, television, theater, or other live production set. This exemption applies only to the actor or performer portraying the use of tobacco products during the production.

(e) As used in this Part, "local government" means any local political subdivision of this State, any airport authority, or any authority or body created by any ordinance, joint resolution, or rules of any such entity. As used in this Part, "local government" does not include community colleges as defined in G.S. 115D-2(2).

(c1) Continuing to smoke in violation of a local ordinance or other rules, laws, or policies adopted under this section constitutes an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50.00). Conviction of an infraction under this section has no consequence other than payment of a penalty. A person smoking in violation of a local ordinance or other rules, laws, or policies adopted under this section may not be assessed court costs.

(d) As used in this Part, "grounds" means the area located within 50 linear feet of a building wherein a local health department or a local department of social services is housed.

(d1) Notwithstanding G.S. 130A-25 or any other provision of law, a violation of a local ordinance, rule, law, or policy adopted under this section shall not be punishable as a misdemeanor.

(d2) A local government may enforce an ordinance, rule, law, or policy under this section against a person who manages, operates, or controls a public place only as provided in G.S. 130A-22(h1).

(e) A county ordinance adopted under this section is subject to the provisions of G.S. 153A-122.

"§ 130A-499 through 130A-500: Reserved for future codification purposes."

SECTION 2. Effective January 2, 2010, G.S. 130A-22 is amended by adding a new subsection to read:

"(h1) A local health director may take the following actions and may impose the following administrative penalty on a person who manages, operates, or controls a public place or place of employment and fails to comply with the provisions of Part 1C of Article 23 of this Chapter or with rules adopted thereunder or with local ordinances, rules, laws, or policies adopted pursuant to Part 2 of Article 23 of this Chapter:

(1) First violation. – Provide the person in violation with written notice of the person's first violation and notification of action to be taken in the event of subsequent violations.

(2) Second violation. – Provide the person in violation with written notice of the person's second violation and notification of administrative penalties to be imposed for subsequent violations.

(3) Subsequent violations. – Impose on the person in violation an administrative penalty of not more than two hundred dollars (\$200.00) for the third and subsequent violations.

Each day on which a violation of this Article or rules adopted pursuant to this Article occurs may be considered a separate and distinct violation. Notwithstanding G.S. 130A-25, a violation of Article 23 of this Chapter shall not be punishable as a criminal violation."

SECTION 3. This act is effective when it becomes law.
In the General Assembly read three times and ratified this the 14th day of May,
2009.

s/ Walter H. Dalton
President of the Senate

s/ Joe Hackney
Speaker of the House of Representatives

s/ Beverly E. Perdue
Governor

Approved 12:03 p.m. this 19th day of May, 2009

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009**

**SESSION LAW 2009-27
HOUSE BILL 2**

**AN ACT TO PROHIBIT SMOKING IN CERTAIN PUBLIC PLACES AND CERTAIN PLACES OF
EMPLOYMENT.**

The General Assembly of North Carolina enacts:

SECTION 1. Effective January 2, 2010, Article 23 of Chapter 130A of the General Statutes reads as rewritten:

"Article 23.

"Smoking Prohibited in Public ~~Places~~ Places and Places of Employment.

~~Part 1. Smoking in State Government Buildings.~~ Part 1A. Findings and Intent.

"§ 130A-491. Legislative findings and intent.

(a) Findings. – The General Assembly finds that secondhand smoke has been proven to cause cancer, heart disease, and asthma attacks in both smokers and nonsmokers. In 2006, a report issued by the United States Surgeon General stated that the scientific evidence indicates that there is no risk-free level of exposure to secondhand smoke.

(b) Intent. – It is the intent of the General Assembly to protect the health of individuals in public places and places of employment and riding in State government vehicles ~~working in or visiting State government buildings~~ from the risks related to secondhand smoke. It is further the intent of the General Assembly to ~~protect the health of individuals driving or riding in State controlled passenger carrying vehicles assigned permanently or temporarily to State employees or State agencies or institutions for official State business~~ allow local governments to adopt local laws governing smoking within their jurisdictions that are more restrictive than the State law.

"§ 130A-492. Definitions.

The following definitions apply in this Article:

- (1) "Bar". – An establishment with a permit to sell alcoholic beverages pursuant to subdivision (1), (3), (5), or (10) of G.S. 18B-1001.
- (1a) "Cigar bar". – An establishment with a permit to sell alcoholic beverages pursuant to subdivision (1), (3), (5), or (10) of G.S. 18B-1001 that satisfies all of the following:
 - a. Generates sixty percent (60%) or more of its quarterly gross revenue from the sale of alcoholic beverages and twenty-five percent (25%) or more of its quarterly gross revenue from the sale of cigars;
 - b. Has a humidor on the premises; and
 - c. Does not allow individuals under the age of 21 to enter the premises.Revenue generated from other tobacco sales, including cigarette vending machines, shall not be used to determine whether an establishment satisfies the definition of cigar bar.
- (1b) "Employee". – A person who is employed by an employer, or who contracts with an employer or third person to perform services for an employer, or who otherwise performs services for an employer with or without compensation.
- (2) "Employer". – An individual person, business, association, political subdivision, or other public or private entity, including a nonprofit entity, that employs or contracts for or accepts the provision of services from one or more employees.
- (3) "Enclosed area". – An area with a roof or other overhead covering of any kind and walls or side coverings of any kind, regardless of the presence of openings for ingress and egress, on all sides or on all sides but one.
- (4) "Grounds". – An unenclosed area owned, leased, or occupied by State or local government.
- (5) "Local government". – A local political subdivision of this State, an airport authority, or an authority or body created by an ordinance, joint resolution, or rules of any such entity.
- (6) "Local government building". – A building owned, leased as lessor, or the area leased as lessee and occupied by a local government.
- (7) "Lodging establishment". – An establishment that provides lodging for pay to the public.
- (8) "Local vehicle". – A passenger-carrying vehicle owned, leased, or otherwise controlled by local

government and assigned permanently or temporarily by local government to local government employees, agencies, institutions, or facilities for official local government business.

- (8a) "Private club". – A country club or an organization that maintains selective members, is operated by the membership, does not provide food or lodging for pay to anyone who is not a member or a member's guest, and is either incorporated as a nonprofit corporation in accordance with Chapter 55A of the General Statutes or is exempt from federal income tax under the Internal Revenue Code as defined in G.S. 105-130.2(1). For the purposes of this Article, private club includes country club.
- (8b) "Private residence". – A private dwelling that is not a child care facility, as defined in G.S. 110-86(3), and not a long-term care facility, as defined in G.S. 131E-114.3(a)(1).
- (8c) "Private vehicle". – A privately owned vehicle that is not used for commercial or employment purposes.
- (8d) "Public place". – An enclosed area to which the public is invited or in which the public is permitted.
- (8e) "Restaurant". – A food and lodging establishment that prepares and serves drink or food as regulated by the Commission pursuant to Part 6 of Article 8 of this Chapter.
- (9) "Smoking". – The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.
- (10) "State government". – The political unit for the State of North Carolina, including all agencies of the executive, judicial, and legislative branches of government.
- (11) "State government building". – A building owned, leased as lessor, or the area leased as lessee and occupied by State government.
- (12) "State vehicle". – A passenger-carrying vehicle owned, leased, or otherwise controlled by the State and assigned permanently or temporarily to a State employee or State agency or institution for official State business.
- (13) "Tobacco shop". – A business establishment, the main purpose of which is the sale of tobacco, tobacco products, and accessories for such products, that receives no less than seventy-five percent (75%) of its total annual revenues from the sale of tobacco, tobacco products, and accessories for such products, and does not serve food or alcohol on its premises.

"Part 1B. Smoking Prohibited in State Government Buildings and Vehicles.

"§ 130A-493. Smoking prohibited in State government buildings and State ~~vehicles prohibited vehicles.~~

(a) Notwithstanding Article 64 of Chapter 143 of the General Statutes pertaining to State-controlled buildings, smoking is prohibited inside State government buildings except as provided in subsection (b) of this section. ~~As to smoking rooms in residence halls that were permitted by G.S. 143-597(a)(6), this Article becomes effective beginning with the 2008-2009 academic year.~~

(b) Smoking is permitted inside State government buildings that are used for medical or scientific research to the extent that smoking is an integral part of the research. Smoking permitted under this subsection shall be confined to the area where the research is being conducted.

(c) The individual in charge of the State government building or the individual's designee shall post signs in conspicuous areas of the building. The signs shall state that "smoking is prohibited" and may include the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it. In addition, ~~in any State psychiatric hospital, the person who owns, manages, operates, or otherwise controls the hospital shall:~~ the individual in charge of the building or the individual's designee shall:

- (1) Direct ~~any~~ a person who is smoking inside the ~~facility~~ building to extinguish the lighted smoking product.
- (2) ~~Provide~~ In a State psychiatric hospital, provide written notice to individuals upon admittance that smoking is prohibited inside the ~~facility~~ building and obtain the signature of the individual or the individual's representative acknowledging receipt of the notice.

(c1) Smoking is prohibited inside State vehicles. The individual or the individual's designee in charge of assigning the vehicle shall place one or more signs in conspicuous areas of the vehicle. The signs shall state that "smoking is prohibited" and may include the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it. If the vehicle is used for undercover law enforcement operations, a sign is not required to be placed in the vehicle as provided in this subsection.

(d) Notwithstanding G.S. 130A-25, a violation of Article 23 of this Chapter shall not be punishable as a misdemeanor.

"§ 130A-494. Other prohibitions.

Nothing in this Article repeals any other law prohibiting smoking, nor does it limit any law allowing regulation or prohibition of smoking on walkways or on the grounds of buildings.

"§ 130A-495. Rules.

The Commission shall adopt rules to implement this Part.

"Part 1C. Smoking Prohibited in Restaurants and Bars.

"§ 130A-496. Smoking prohibited in restaurants and bars.

(a) Notwithstanding Article 64 of Chapter 143 of the General Statutes, smoking is prohibited in all enclosed areas of restaurants and bars, except as provided in subsection (b) of this section.

(b) Smoking may be permitted in the following places:

- (1) A designated smoking guest room in a lodging establishment. No greater than twenty percent (20%) of a lodging establishment's guest rooms may be designated smoking guest rooms.
- (2) A cigar bar if smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. A cigar bar that begins operation after July 1, 2009, may only allow smoking if it is located in a freestanding structure occupied solely by the cigar bar and smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. To qualify under this subsection, the cigar bar must satisfactorily report on a quarterly basis to the Department, on a form prescribed by the Department, the revenue generated from the sale of alcoholic beverages and cigars as a percentage of quarterly gross revenue. The Department shall determine whether any additional documentation is required of the cigar bar to authenticate or verify revenue data submitted by the cigar bar. This subdivision shall not apply to any business that is established for the purpose of avoiding compliance with this Article.
- (3) A private club.

"§ 130A-497. Implementation and enforcement.

(a) A person who manages, operates, or controls a restaurant or bar in which smoking is prohibited shall:

- (1) Conspicuously post signs clearly stating that smoking is prohibited. The signs may include the international "No Smoking" symbol, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it.
- (2) Remove all indoor ashtrays and other smoking receptacles.
- (3) Direct a person who is smoking to extinguish the lighted tobacco product.

(b) Continuing to smoke in a nonsmoking area described in this Part following oral or written notice by the person in charge of the area or the person's designee constitutes an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50.00).

(c) Conviction of an infraction under this section has no consequence other than payment of a penalty. A person found responsible for a violation of this section may not be assessed court costs.

(d) Notwithstanding G.S. 130A-25, a violation of this Part shall not be punishable as a misdemeanor.

(e) Administrative penalties imposed under G.S. 130A-22(h1) against a person who manages, operates, or controls a restaurant or bar and fails to comply with the provisions of this Article and the rules adopted by the Commission to implement the provisions of this Article shall only be enforced by a local health director.

(f) The Commission shall adopt rules to implement the provisions of this Article.

"Part 2. Local Government Regulation of Smoking.

"§ 130A-498. Local governments may restrict smoking in public places.

(a) ~~Notwithstanding~~ Except as otherwise provided in subsection (b1) of this section, and notwithstanding any other provision of Article 64 of Chapter 143 of the General Statutes to the contrary, a local government may adopt an ordinance, law, or rule restricting smoking in accordance with subsection (b) of this section and enforce ordinances, board of health rules, and policies restricting or prohibiting smoking that are more restrictive than State law and that apply in local government buildings, on local government grounds, in local vehicles, or in public places. A rule or policy adopted on and after July 1, 2009 pursuant to this subsection by a local board of health or an entity exercising the powers of a local board of health must be approved by an ordinance adopted by the Board of County Commissioners of the county to which the rule applies. The definitions set forth in G.S. 130A-492 in Part 1A of this Article apply to this section and shall apply to any local ordinance, rule, or law adopted by a local government under this section.

~~(b) Any local ordinance, law, or rule authorized under this section may restrict smoking only in:~~

- ~~(1) Buildings owned, leased as lessor, or the area leased as lessee and occupied by local government;~~
- ~~(2) Building and grounds wherein local health departments and departments of social services are housed;~~
- ~~(3) Repealed by Session Laws 2007-193, s. 3.1, effective August 1, 2008.~~
- ~~(4) Any place on a public transportation vehicle owned or leased by local government and used by the public; and~~
- ~~(5) Any place in a local vehicle.~~

(b1) A local ordinance or other rules, laws, or policies adopted under this section may not restrict or prohibit smoking in the following places:

- (1) A private residence.
- (2) A private vehicle.
- (3) A tobacco shop if smoke from the business does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. A tobacco shop that begins operation after July 1, 2009, may only allow smoking if it is located in a freestanding structure occupied solely by the tobacco shop and

smoke from the shop does not migrate into an enclosed area where smoking is prohibited pursuant to this Article.

(4) All of the premises, facilities, and vehicles owned, operated, or leased by any tobacco products processor or manufacturer, or any tobacco leaf grower, processor, or dealer.

(5) A designated smoking guest room in a lodging establishment. No greater than twenty percent (20%) of a lodging establishment's guest rooms may be designated smoking guest rooms.

(6) A cigar bar if smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. A cigar bar that begins operation after July 1, 2009, may only allow smoking if it is located in a freestanding structure occupied solely by the cigar bar and smoke from the cigar bar does not migrate into an enclosed area where smoking is prohibited pursuant to this Article. To qualify under this subsection, the cigar bar must satisfactorily report on a quarterly basis to the Department, on a form prescribed by the Department, the revenue generated from the sale of alcoholic beverages and cigars as a percentage of quarterly gross revenue. The Department shall determine whether any additional documentation is required of the cigar bar to authenticate or verify revenue data submitted by the cigar bar. This subdivision shall not apply to any business that is established for the purpose of avoiding compliance with this Article.

(7) A private club.

(8) A motion picture, television, theater, or other live production set. This exemption applies only to the actor or performer portraying the use of tobacco products during the production.

~~(e) As used in this Part, "local government" means any local political subdivision of this State, any airport authority, or any authority or body created by any ordinance, joint resolution, or rules of any such entity. As used in this Part, "local government" does not include community colleges as defined in G.S. 115D-2(2).~~

~~(c1) Continuing to smoke in violation of a local ordinance or other rules, laws, or policies adopted under this section constitutes an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50.00). Conviction of an infraction under this section has no consequence other than payment of a penalty. A person smoking in violation of a local ordinance or other rules, laws, or policies adopted under this section may not be assessed court costs.~~

~~(d) As used in this Part, "grounds" means the area located within 50 linear feet of a building wherein a local health department or a local department of social services is housed.~~

~~(d1) Notwithstanding G.S. 130A-25 or any other provision of law, a violation of a local ordinance, rule, law, or policy adopted under this section shall not be punishable as a misdemeanor.~~

~~(d2) A local government may enforce an ordinance, rule, law, or policy under this section against a person who manages, operates, or controls a public place only as provided in G.S. 130A-22(h1).~~

~~(e) A county ordinance adopted under this section is subject to the provisions of G.S. 153A-122.~~

~~"§ 130A-499 through 130A-500: Reserved for future codification purposes."~~

~~SECTION 2. Effective January 2, 2010, G.S. 130A-22 is amended by adding a new subsection to read:~~

~~"(h1) A local health director may take the following actions and may impose the following administrative penalty on a person who manages, operates, or controls a public place or place of employment and fails to comply with the provisions of Part 1C of Article 23 of this Chapter or with rules adopted thereunder or with local ordinances, rules, laws, or policies adopted pursuant to Part 2 of Article 23 of this Chapter:~~

~~(1) First violation. – Provide the person in violation with written notice of the person's first violation and notification of action to be taken in the event of subsequent violations.~~

~~(2) Second violation. – Provide the person in violation with written notice of the person's second violation and notification of administrative penalties to be imposed for subsequent violations.~~

~~(3) Subsequent violation s. – Impose on the person in violation an administrative penalty of not more than two hundred dollars (\$200.00) for the third and subsequent violations.~~

~~Each day on which a violation of this Article or rules adopted pursuant to this Article occurs may be considered a separate and distinct violation. Notwithstanding G.S. 130A-25, a violation of Article 23 of this Chapter shall not be punishable as a criminal violation."~~

SECTION 3. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 14th day of May, 2009.

s/ Walter H. Dalton
President of the Senate

s/ Joe Hackney
Speaker of the House of Representatives

s/ Beverly E. Perdue
Governor

Approved 12:03 p.m. this 19th day of May 2009

Commissioner Appointees

	<u>2009 Appointments</u>	<u>2010 Appointments</u>
1. Agricultural Advisory Board	Commissioner Baucom	_____
2. Catawba River Water Supply Project Governing Board*	Commissioner Kuehler Commissioner Mills	_____ _____
3. Centralina Council of Governments	Chairman Openshaw Alternate: All Commissioners	_____ Alternate: All Commissioners
4. Centralina Economic Development Commission, Inc. Board of Directors	Chairman Openshaw	_____
5. Commissioner Governance Advisory Committee	Commissioner Kuehler	_____
6. Criminal Justice Partnership Program Advisory Board	Commissioner Mills	_____
7. Farmer's Market Committee	Commissioner Baucom	_____
8. Fire Commission	Commissioner Kuehler	_____
9. Health Board	Commissioner Baucom	_____
10. Home and Community Care Block Grant Advisory Committee*	Commissioner Baucom	_____
11. Indigent Health Care Committee*	Commissioner Baucom	_____
12. Job Ready Partnership Council	Commissioner Mills	_____
13. Juvenile Crime Prevention Council	Commissioner Mills	_____
14. Library Board of Trustees	Commissioner Kuehler	_____
15. Local Emergency Planning Committee	Commissioner Kuehler	_____

13
MEETING DATE 12-14-09
AGENDA ITEM

16.	Mecklenburg-Union Metropolitan Planning Organization	Commissioner Kuehler Alternate: Vice Chair Rogers	_____ _____
17.	Parks and Recreation Advisory Board	Chairman Openshaw	_____
18.	Partnership for Children, Inc. Board of Directors (now Union Smart Start)	Vice Chair Rogers	_____
19.	Piedmont Area Mental Health, Developmental Disabilities & Substance Abuse Board	Commissioner Mills	_____
20.	Rocky River Rural Planning Organization Transportation Advisory Committee	Commissioner Baucom Alternate: Chairman Openshaw	_____ _____
21.	Transportation Advisory Board**	Chairman Openshaw	_____
22.	CMC-Union Board of Directors***	Vice Chair Rogers Commissioner Kuehler	_____ _____
23.	CMC-Union Community Trustee Council	Vice Chair Rogers	_____
24.	Yadkin Pee Dee Board of Directors	Chairman Openshaw	_____
25.	School Liaison	Vice Chair Rogers	_____

*Need not include a Commissioner.

*This board is for the Transit System and is made up primarily of contracting agencies and participants of the system. (Annette Sullivan)

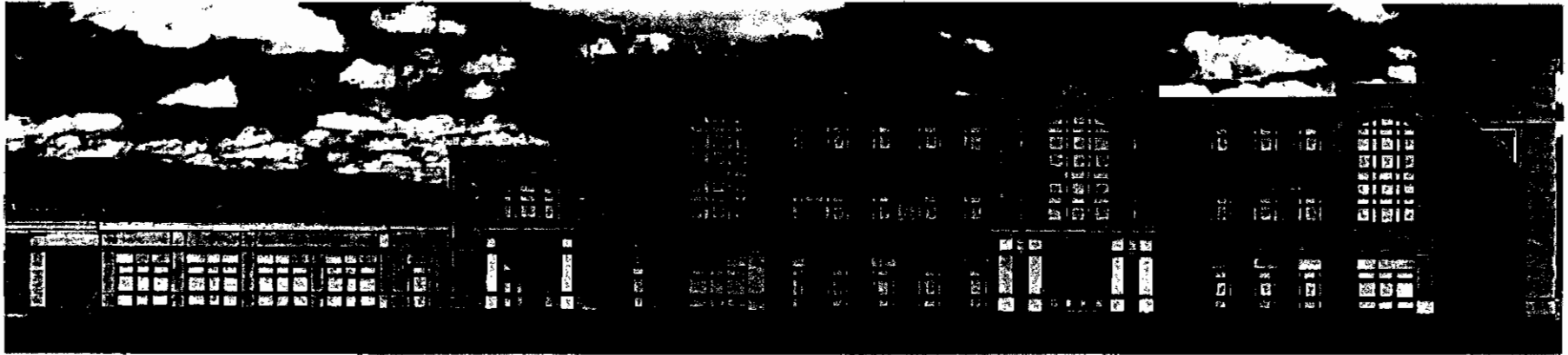
**Need not be Commissioner appointees. The Board has traditionally appointed Commissioners.

VOTING OBLIGATIONS OF COUNTY COMMISSIONERS APPOINTED TO SERVE ON LOCAL BOARDS

Name of Board/Committee/Council	Authority to Establish Board/Committee/Council	Authority for Members to Include a County Commissioner	Commissioner's Voting Status
1. Agricultural Advisory Board	G.S. § 106-739	Per County Ordinance, members are appointed by BOCC and shall include a County Commissioner	Appointed as a Nonvoting Member
2. Catawba River Water Supply Project Governing Board	G.S. § 153A-278 & G.S. §§ 160A-460 to 464	Per Agreement, members need <u>not</u> include a County Commissioner	Voting Member (inferred from Agreement)
3. Centralina Council of Governments	G.S. § 160A-470	Per Bylaws, a County Commissioner shall represent the County	Voting Member (per Bylaws)
4. Centralina Economic Development Commission, Inc. Board of Directors	Created by Centralina Council of Governments	Per Bylaws, members shall include a County Commissioner	Voting Member (inferred from Bylaws)
5. Commissioner Governance Advisory Committee		Per Guidelines, members shall include a County Commissioner to serve as Chairperson	Appointed as a Nonvoting Member
6. Criminal Justice Partnership Program Advisory Board	G.S. § 143B-273.10	Per statute, members shall include a County Commissioner	Voting Member (per Bylaws)
7. Farmer's Market Committee	G.S. § 153A-76	Per BOCC motion, members are appointed by the BOCC and shall include a County Commissioner	May be appointed as a Nonvoting Member
8. Fire Commission	G.S. § 153A-233	Per BOCC Resolution, members shall include a County Commissioner appointed by the BOCC	May be appointed as a Nonvoting Member
9. Health Board	G.S. § 130A-35	Per statute, members are appointed by the BOCC and shall include a County Commissioner	Voting Member (inferred from statutory membership)
10. Home and Community Care Block Grant Advisory Committee	G.S. § 143B-181.1 & 10A NCAC 5G.0201	Per NCAC rule, members are appointed by the BOCC and need <u>not</u> include a County Commissioner	May be appointed as a Nonvoting Member
11. Indigent Health Care Committee	G.S. § 153A-255	BOCC Agenda indicates members need <u>not</u> include a Commissioner but that BOCC may appoint a Commissioner	May be appointed as a Nonvoting Member
12. Job Ready Partnership Council	20 U.S.C. § 6101, et seq.	Per Bylaws, members shall include a County Commissioner	Voting Member (inferred from Bylaws)

13. Juvenile Crime Prevention Council	G.S. § 143B-544	Per statute, members shall include a County Commissioner	Voting Member (inferred from Bylaws)
14. Library Board of Trustees	G.S. § 153A-265	Per Bylaws, members shall include a County Commissioner	Voting Member (per Bylaws)
15. Local Emergency Planning Committee	Exec. Order No. 43 (4/7/87) & 42 U.S.C. § 11001	Per statute, members shall include a County Commissioner	Voting Member (per Bylaws)
16. Mecklenburg-Union Metropolitan Planning Organization	G.S. § 136-200.1 & 23 U.S.C. § 134	Per statute, members shall include a County Commissioner	Voting Member (per Bylaws)
17. Parks and Recreation Advisory Board	G.S. § 153A-444 & G.S. § 160A-350 et seq.	Per Resolution, members shall include a County Commissioner	Voting Member (per Resolution, but BOC may modify Resolution)
18. Partnership for Children, Inc. Board of Directors (now Union Smart Start)	G.S. § 143B-168.12.	Per Bylaws, members shall include a County Commissioner	Voting Member (inferred from Bylaws)
19. Piedmont Area Mental Health, Developmental Disabilities, & Substance Abuse Board	G.S. § 122C-118.1	Per statute, members shall include a County Commissioner	Voting Member (inferred from Bylaws)
20. Rocky River Rural Planning Organization Transportation Advisory Committee	G.S. § 136-211	Per statute, members shall include a County Commissioner	Voting Member (inferred from MOU)
21. Transportation Advisory Board	G.S. 153A-76	Minutes indicate that membership may be determined by a Grant Agreement and includes a County Commissioner	Uncertain
22. CMC-Union Board of Directors	G.S. § 153A-249 & G.S. §§ 131E-5, et seq.	Per revised Lease, Board appoints two members, need not be Commissioners	Voting Member(s), if appointed (inferred from Bylaws)
23. CMC-Union Community Trustee Council	G.S. § 153A-249 & G.S. §§ 131E-5, et seq.	Per Lease Agreement, members shall include a County Commissioner	Voting Member (stated in Lease)
24. Yadkin Pee Dee Board of Directors		Per Bylaws, members shall include a County Commissioner	Voting Member (inferred from Bylaws)

CMC-Waxhaw Free-Standing Emergency Room



December 14, 2009

AGENDA ITEM # 14
MEETING DATE 12/14/09



Carolina Medical Center
Union

Free Standing Emergency Room Differentiation

	Attracts Patients	Care for Patients	Retain Patients
What Creates Differentiation? <ul style="list-style-type: none"> • Community Involvement • Patient Involvement 	<ul style="list-style-type: none"> • Awareness • Facility location • Care setting • Aesthetics • Community meeting space 	<ul style="list-style-type: none"> • Human interaction – focus on patients and families • Patient comfort • Superior customer training 	<ul style="list-style-type: none"> • Relational care coordination

CMC-Waxhaw

Free-Standing Emergency Room

Patients' and Physicians' Guide to Services

Type of Service	CMC-Waxhaw Emergency Services	Urgent Care Centers
Ability to treat and stabilize all emergencies	YES	Usually just fast track services
Open 24/7, 365 days a year	YES	NO
Full Diagnostics CT scanner, ultrasound, digital X-ray	YES	NO
Observation beds with monitoring by emergency staff	YES	NO
Full diagnostic laboratory services	YES	NO
Physicians board certified in emergency medicine	YES	Sometimes
On-call medical specialists available for consultation	YES	NO
Private treatment rooms	YES	Sometimes
Emergency and Helicopter transport services	YES	Probably NOT
Direct access to trauma services at Carolinas Medical Center facilities	YES	YES
Seamless transfer of diagnostic and patient data between CMC-Waxhaw and CMC hospitals	YES	NO
Bedside registration for convenience and privacy	YES	NO
Accepts most insurance	YES	Probably NOT



Carolinas Medical Center-Union

CMC-Waxhaw Pavilion

Request for Union County Commission Approval

December 14, 2009

Description

This project entails the development of CMC-Waxhaw Pavilion to include a freestanding emergency department (ED), imaging, and laboratory services. The ED will be licensed and operated as a department of Carolinas Medical Center-Union. This facility will consist of 24,714 square feet and will be located at the intersection of Providence Road (Highway 16) and Gray Byrum Road in Union County, NC. The ED, imaging and laboratory services will be located adjacent to, and connected with a 49,000 square foot medical office building which is currently under development and funded by the Carolinas HealthCare System (CHS). Land totaling 8.65 acres was purchased in 2006 by CHS for the CMC-Waxhaw Pavilion.

The following hospital-based services will be provided at the Pavilion to serve emergency room patients and outpatients:

- 24-hour freestanding emergency department with eight treatment rooms and two additional private observation beds, staffed by board-certified emergency physicians.
- Imaging services including a CT scanner, diagnostic radiology, and ultrasound.
- Laboratory services.
- One exterior pad for future mobile technology and a helicopter landing pad.

Justification

- The CMC-Waxhaw Pavilion will provide a unique and innovative approach for needed emergency care services and outpatient diagnostic services to the growing population in southwest Union County.
- The regional emergency departments currently serving the residents of Waxhaw and surrounding communities are highly utilized, therefore indicating a need for additional capacity located in southwest Union County.
- Annual emergency visits are projected to be 11,019 with 346 patients using observation beds in the third year of operation. Likewise, 23,443 annual imaging procedures and 77,756 annual lab tests are projected to be performed in the third year of operation.
- This project will create a new point of access for CMC-Union and will generate downstream services for CMC-Union.
- Hospital-based freestanding emergency departments are gaining momentum nationally as a market growth and demand management strategy. This is a cost-effective alternative to provide community health services in an underserved area. This new facility will be an integral component of the emergency care network in Union County and Mecklenburg County.

CMC-Union's Capital Commitment

CHS will fund the building shell, site preparation costs, land purchase, and architectural, engineering and consulting fees. The completed building shell will be leased to CMC-Union and CMC-Union will be responsible for the interior upfit (CHS will provide a \$40 per square foot upfit allowance and will finance any upfit costs in excess of the allowance). The lease between the two entities will be at Fair Market Value.

CMC-Union will fund, from the hospital's accumulated reserves, the furniture, fixtures, and equipment (FFE) costs. CMC-Union's capital commitment will be \$5,173,627.

FFE:

• Medical Equipment – Fixed	\$3,062,794
• Furniture	\$ 386,250
• Signage	\$ 40,000
• Information Systems	\$1,392,755
• Security Systems	\$ 138,699
• Other	<u>\$ 153,129</u>
Total FFE	\$5,173,627

Projected Financial Statement

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Net Revenue	\$6,661,957	\$8,466,899	\$9,915,057
Expenses	<u>\$7,020,161</u>	<u>\$8,303,897</u>	<u>\$9,599,880</u>
Profit (Loss)	(\$358,204)	\$163,002	\$315,177

Project Schedule

- December 2009 Obtain Approval from Union County Commission
- January 2010 Begin Construction
- July 2010 Complete Construction
- August 2010 Move In
- September 2010 Open For Patients

Project Support

CMC-Union and the Carolinas HealthCare System received Certificate of Need (CON) approval from the State of North Carolina on June 30, 2008 to proceed with this project. This project has also been approved by the hospital's Finance Committee and Community Trustee Council on September 24, 2009.

We request approval from the Union County Commissioners to fund the furniture, fixtures and equipment from the hospital's accumulated reserves.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 14, 2009

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

SUBJECT: FY2009 Audit Presentation

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Correspondence dated 12/01/09 from
the Finance Director to the County
Manager

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

Budget Ordinance Amendment #25

Financial statements are available on
the County's website at
www.co.union.nc.us

DEPARTMENT'S RECOMMENDED ACTION: 1.) Presentation and Acceptance of the FY2009 Comprehensive Annual Financial Report and 2.) Adopt Budget Ordinance Amendment #25 Appropriating Encumbrances and Special Purpose Designations as Reflected in the Financial Report

BACKGROUND: See attached correspondence

FINANCIAL IMPACT: NA

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



UNION COUNTY FINANCE DEPARTMENT

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

MEMORANDUM

TO: Al Greene, County Manager
FROM: Kai Nelson, Finance Director
DATE: December 1, 2009
RE: FY2009 Audit Report

Mr. John W. Kapelar, partner in the audit firm of Potter & Company P.A., will be present at the Board's meeting on December 14 to deliver the comprehensive annual financial report (CAFR). Both John and I will provide the Board with a review of the audit and be available to answer any questions that they may have.

Following our presentation, we are requesting the Board accept the FY2009 Comprehensive Annual Financial Report and adopt a budget ordinance amendment reflecting the encumbrances and special purpose designations (generally restricted donations, foundation grants) identified in the report that were reservations of fund balance at June 30, 2009 for which expenditures will be occurring in 2010.

I will defer to Mr. Kapelar regarding his firm's audit findings. I do, however, offer the following major comments regarding the audit from your staff's perspective.

Clearing up misconceptions of what a financial audit is

Recently, some statements have been made by the public, and somewhat surprisingly, by elected officials regarding the responsibility of auditors, within the context of financial audits, for fraud detection and determining conformance to regulatory financial controls. These recent statements are part of a growing public perception that auditors, by the nature of their education, intuition and work experience, should be able to detect fraud and non-compliance with financial control standards wherever and whenever they may exist in financial records.

This misconception is commonly known as the "expectations gap" – a gap that exists mostly out of uneducated misconceptions. Unfortunately, only a few people know that financial statement audits, which are the type of audits required that Union annually conducts, are aimed at providing **reasonable assurance** as to whether a material misstatement in the **financial statements** exists or not and whether the **financial transactions** are recorded and financial statements are presented in conformity with generally accepted accounting principles (GAAP). For the fiscal year

2009, Union County has again received an unqualified or clean opinion that the financial statements are fairly presented in conformity with generally accepted accounting principles.

The auditor has a responsibility to plan and perform the financial audit to obtain a level of reasonable assurance about whether the financial statements are free of material misstatement. To do so, an auditor must gain an understanding of accounting and administrative controls over a wide range of financial transactions and systems such as cash, investments, revenues, receivables, expenditures, payroll, property, debt and grant programs. The auditor then, through risk assessment and examination on a test basis, develops a determination as to whether their audit provides a reasonable basis for providing their opinion.

During fiscal year 2009, 281,510 transactions were posted to the County's financial general ledger. Based on 250 business days, that represents an average of over 1,100 financial transactions each and every working day. Did the auditors review every single transaction? No. That would be a Herculean task and cost prohibitive. Did the auditors conduct an audit examination and assessment sufficient to provide a basis for their opinion? Given that the firm has provided the County with its unqualified opinion, I would have to state, "Yes".

The County has had not one, not two, but three different audit firms over the past five years. Several years ago, Dixon Hughes, which had conducted the audit for well over 10 years, was replaced as part of a new policy regarding enhanced auditing independence to replace the audit firm more frequently. Cherry, Bekaert and Holland conducted the audit for a single year following a RFQ process and then requested replacement due to the unexpected complexity of the audit and the fee arrangement that they had quoted. Following another RFQ process, Potter & Company was selected by the Commission and has completed the audit the past three years.

All three firms have reached the same conclusion regarding the County's financial statements and internal controls – that the financial statements and financial position are presented fairly and that there were no material weaknesses in internal control.

I acknowledge and am grateful for the exceptional work of the County's financial team – whether located in the Finance Department or in our County departments and agencies.

County's financial statements, internal control, stewardship, accountability and program compliance with federal and state awards continue to receive superior marks

The independent audit firm is required to conduct an analysis of the County's compliance with various federal and State laws, regulations, contracts and grant agreements.

Potter found no deficiencies in internal control over financial reporting that they would consider material weaknesses and no instances of material noncompliance with certain provisions of laws, regulations, contracts, and grant agreements.

Independent external auditor gives County “clean” opinion on financial statements

Potter & Company has provided the County with an unqualified or clean opinion that the financial statements are fairly presented in conformity with generally accepted accounting principles. This opinion is the highest form of opinion that the external auditors can express on the presentation of the County's financial statements.

Future challenges in connection with timely completion of the audit and compliance with regulatory financial accounting and reporting standards

Last year I expressed great concern over the County's ability to complete the comprehensive annual financial report in a timely basis and our ability at ensuring continued compliance with the increasing rigorous financial reporting and compliance standards being promulgated by the Governmental Accounting Standards Board, Securities and Exchange Commission, Municipal Securities Rulemaking Board and the Local Government Commission.

While the financial report is being presented to the Commission in the November/December timeframe, you should know that the report was not completed and published until November 30 – with some County staff members working portions of the recent holiday to accomplish a December 1 critical submittal date with the LGC. While this delay may appear to be insignificant, it does have potential ramifications. For instance, had the County been considering entering the capital markets for the purpose of issuing debt (either new money or refunding), we would have had to delay the sale pending the availability of the 2009 financial statements.

This delay is due to several factors – including “doing with less” as a result of a 20% staffing reduction since 2004, competing demands on your finance professionals and the ever changing and increasing complex financial reporting and compliance standards cited above. The delay is not a result of anything less than a full commitment and effort on the part of your staff to complete the work timely. Nor is the delay attributable to Potter & Company.

As the 2010 financial audit approaches and the deadline for a host of new financial reporting requirements approaches, I am ever more concerned about our ability to complete the work. I appreciate the interest that you have displayed in working with your Finance team in exploring alternatives to ensure that the County's financial statements are completed in a timely manner, conform to GAAP and achieve an unqualified opinion. We will need to finalize those efforts, preferably not later than January/February 2010.

General Fund financial results as predicted

As part of the fiscal year 2010 budget process, County staff made various projections regarding the financial operating results of the General Fund for fiscal year 2009. As part of the Recommended Budget submission, revenues were projected to exceed expenditures by \$966,000. Later in the budget process, County staff revised that amount to \$2,212,000.

The actual results reflected on Exhibit E, Page 32 reflects an increase in fund balance from \$54.1 million to \$56.2 million representing an increase of \$2.1 million.

Pursuant to NC law, not all of fund balance is available for appropriation; therefore, not all of the \$56.2 million can be appropriated and spent. Fund balance availability is dependent on cash and investments at fiscal year-end and excludes receivables – revenue that the County may have included in budget estimates but was not available at fiscal year-end.

The unreserved fund balance, excluding the amount reserved by State statute (consisting mainly of the receivables) and encumbrances, increased by \$9.3 million. The increase is attributable to reduction in encumbrances outstanding at fiscal year-end (\$1.3 million), a reduction in the amount of receivables at fiscal year-end (\$5.9 million) and \$2.1 million cited above on Exhibit E, Page 32. The table below provides a summary of the portions of fund balance.

General Fund - Fund Balance	FY2009	FY2008	
Reserve for encumbrances	505,153	1,780,518	(1,275,365)
Reserved by State statute	11,043,822	16,981,668	(5,937,846)
Unreserved			
Designated to next year's budget	1,283,506	5,779,678	
Designated for special purpose	239,497	605,563	
Undesignated	43,174,713	28,960,040	
	<u>44,697,716</u>	<u>35,345,281</u>	
	<u>56,246,691</u>	<u>54,107,467</u>	(2,139,224)
General Fund expenditures and IFTs	220,059,390	213,955,779	
Fund Balance as % of Expenditures and IFTs	20.31%	16.52%	
Group Weighted Average	NA	18.26%	

While FY09's total fund balance improved marginally from \$54.1 million to \$56.2 million as anticipated, the unreserved portion of fund balance (calculated using cash & investments) improved significantly. The single largest factor that contributed to that improvement was a reduction in accounts receivable with an increase in cash & investments. Major portions of the County's receivable at year-end relate to government receivables and 3rd party payments (insurance) and are dependent upon their timely payment. Delays in one year create cash fund balance difficulties; timely payment increases the unreserved portion, but neither impacts the total fund balance amount.

The Board has established a threshold of 16% as the minimum amount necessary to support working capital levels and the County's AA credit rating. The group weighted average, as published by the LGC in 2008, was 18.26%.

Schedule 10, pages 104-106 contain comparative details on General Fund revenues and expenditures. General Fund expenditures totaled \$202.6 million in 2008

compared to \$215.1 million in 2009 representing an increase of \$12.5 million. The increase, year over year, is principally due to education - \$6.5 million more for current expense and \$7.5 million more for education related debt service.

Declining financial results in the County's business-type activities

The solid waste activity (Exhibit I, page 36) reflected net income of \$52,708 for the fiscal year 2009, a decrease from 2008 net income of \$458,345. The two major items that contributed to the decline in net income, year over year, relate to lower investment earnings and landfill closure and post closure costs associated with environmental corrective action measures to restore groundwater quality to required regulatory levels. It is likely that the solid waste fund will require adjustments in operating revenues, especially if the operating expenses associated with transportation and disposal increase.

Water and sewer activities (Exhibit I, page 36) reflected a loss of \$2,563,959 in 2009 compared to 2008's net income \$1,465,736, a decrease of \$4,029,695. Reduced sales, mainly from water consumption, contributed to about \$1.2 million of the decline. Operating expenses increased by \$1 million with the majority of the increase attributable to depreciation on assets being placed in service. Investment income declined \$1.3 million. These three factors, lower sales, higher depreciation expenses and lower investment earnings are the principal factors that contributed to the year over year lower performance results.

Given the significant capital investments required in the water and sewer system and the need for the system to generate net operating revenues to finance a portion of those capital improvements, the trend in fiscal year 2009 was not helpful and places more financial stress on the utility going into the 2011 budget period.

The financial performance results in the business-type activities should come as no surprise. County staff recently provided a financial forecast in connection with the water and sewer fund which projected the need to make revenue rate adjustments commencing in fiscal year 2011. Additionally, the budget transmittal letter submitted in connection with the fiscal year 2010 Recommended Budget alluded to the need to review solid waste tipping rates in January 2010 commensurate with the annual adjustment of contracted transportation and disposal costs.

We are pleased to present the audit and look forward to continued improvements in the County's financial reporting and planning efforts.

We would also like to express appreciation to the partner, John Kapelar and staff of Potter & Company for their excellent planning and preparedness in providing quality audit services to Union County. Their professionalism and competence is truly unique.

BUDGET AMENDMENT

BUDGET Various REQUESTED BY Kai Nelson
 FISCAL YEAR FY 2010 DATE December 14, 2009

INCREASE

Description

General Fund

Various Dept. Expenditures (Encumbrances)	505,153	(see attached schedule)
Various Dept. Expenditures (Projects/Program Balances)	350,497	(see attached schedule)
Various Dept. Revenues (Projects/Prog. Fed./State Grants)	(111,000) 239,497	(see attached schedule)
Fund Balance Appropriated	744,650	

Emergency Telephone System Fund

Operating & Capital Outlay (Encumbrances)	3,297	(see attached schedule)
Fund Balance Appropriated	3,297	

Water & Sewer Enterprise Fund

Operating & Capital Outlay (Encumbrances)	74,992	(see attached schedule)
Fund Balance Appropriated	74,992	

Solid Waste

Operating Accounts (Encumbrances)	547	(see attached schedule)
Fund Balance Appropriated	547	

Stormwater Enterprise Fund

Operating Accounts (Encumbrances)	20,884	(see attached schedule)
Fund Balance Appropriated	20,884	

Explanation: To appropriate revenue and fund balance/retained earnings for outstanding contracts, purchase orders and available project/program balances for expenditures, projects and programs of fiscal year 2009 to fiscal year 2010.

DATE _____

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

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>	<u>Account</u>	<u>Amount</u>	<u>CREDIT</u>	<u>Account</u>	<u>Amount</u>
<u>Code</u>			<u>Code</u>		
(see attached sched.)			(see attached sched.)		
	Total			Total	
	Prepared By	aar		Number	25
	Posted By				
	Date				

Dept	GENERAL FUND: Department	Depart.	Acct	Proj	Source(s), notes			
409	Personnel	10540900	5370		4,600.00	-	-	PO# 90384 - The Tharpe Robbins Company - service awards (long lead time, aar estimate \$2700)
414	Tax Administration - Assessment	10541400	5381		40,000.00	-	-	CE# 96057 - Manatron - update Proval/MVP software interface
415	Tax Administration - Collections	10541500	5381		60,000.00	-	-	CE# 96059 - Manatron - development of Circuit Breaker changes in MVP tax software
421	Information Technology	10542100	5381		3,000.00	-	-	CE# 96067 - TEI Ventures - downtown Monroe free and subscription WIFI connection contract
425	General Services - Garage	10542500	5358		5,333.18	-	-	PO# 90434 - Dale Jarrett Ford Inc - rebuild engine 15-03
426	General Services - Property Management	10542620	5290		4,726.16	-	-	PO# 90409 - Forms and Supply Inc - tables and chairs for misc. furniture
426	General Services - Property Management	10542620	5351	GC	4,300.00	-	-	PO# 90396 - Demolition and Asbestos Removal Inc - GC, 3rd floor (old jail area) interior demolition
426	General Services - Property Management	10542620	5352		864.48	-	-	PO# 90390 - CRS Building Automation Systems Inc - fire alarm additions for various buildings
426	General Services - Property Management	10542620	5352		528.01	-	-	PO# 90391 - CRS Building Automation Systems Inc - access changes for HPO
431	Law Enforcement - SRO Patrol	10543130	5290	1057	1,680.00	-	-	PO# 90282 - Arrington Police Distribution - ammunition
431	Law Enforcement - Special Response Team	10543130	5290	1063	4,164.70	-	-	PO# 90282 - Arrington Police Distribution - ammunition
431	Law Enforcement - Admin/Patrol	10543130	5290	1050	3,942.96	-	-	PO# 90282 - Lawmen's - ammunition
431	Law Enforcement - Indian Trail Patrol	10543130	5290	1056	1,625.00	-	-	PO# 90282 - Lawmen's - ammunition
431	Law Enforcement - DSS/Health Patrol	10543130	5290	1060	11.96	-	-	PO# 90282 - Lawmen's - ammunition
431	Law Enforcement - Special Response Team	10543130	5290	1063	4,113.90	-	-	PO# 90282 - Lawmen's - ammunition
431	Law Enforcement - Jail	10543135	5290		2,741.95	-	-	PO# 90282 - Lawmen's - ammunition
431	Law Enforcement - Animal Control	10543138	5290		1,000.00	-	-	PO# 90282 - Lawmen's - ammunition
431	Law Enforcement - Weddington Patrol	10543130	5290	1053	750.00	-	-	PO# 90306 - Lawmen's - ammunition
431	Law Enforcement - Marvin Patrol	10543130	5290	1054	250.00	-	-	PO# 90306 - Lawmen's - ammunition
431	Law Enforcement - Lake Park Patrol	10543130	5290	1055	500.00	-	-	PO# 90306 - Lawmen's - ammunition
431	Law Enforcement - Indian Trail Patrol	10543130	5290	1056	3,250.00	-	-	PO# 90306 - Lawmen's - ammunition
431	Law Enforcement - Jail	10543135	5290		186.68	-	-	PO# 90306 - Lawmen's - ammunition
431	Law Enforcement - Admin/Patrol	10543130	5290	1050	2,041.02	-	-	PO# 90414 - Lawmen's - vehicle equipment
431	Law Enforcement - Admin/Patrol	10543130	5290	1050	6,120.00	-	-	PO# 90436 - Admark Graphic Systems - vehicle graphics
431	Law Enforcement - Admin/Patrol	10543130	5290	1050	16,763.16	-	-	PO# 90437 - Circuit Werks LLC - vehicle equipment installation
431	Law Enforcement - Admin/Patrol	10543130	5550	1050	1,402.50	-	-	PO# 90441 - Data 911 - vehicle mobile data cameras
431	Law Enforcement - Alzheimer's Bands	10543130	5290	1058	-	-	1,962.00	Program balance roll for Alzheimer's Ankle/Wrist Bands
431	Law Enforcement - JAG Grant Program	10543130	5290	1064	-	-	(71.00)	Program balance roll for JAG Grant Program
433	Homeland Security - CERT Grant Program	10543300	5290	1106	-	-	8,073.00	Program balance roll for CERT Grant Program
492	Economic Development	10549200	5699		314,100.00	-	-	Multiple contracts - Incentive Grants (4)
495	Cooperative Ext - 4-H Fee Programs	10549542	5260		-	-	3,167.00	Program Balance Roll for Cooperative Extension - 4H Fee programs
495	Cooperative Ext - Admin Fee Programs	10549543	5220		-	-	16,788.00	Program Balance Roll for Cooperative Extension - Administrative Fee programs
511	Public Health - Kate B Reynolds Grant	10551151	5381	13504	5,000.00	-	-	PO# 90422 - UNC Charlotte - Kate B Reynolds grant audit as required by contract
511	Public Health - Kate B Reynolds Grant	10551151	5381	13504	-	-	2,583.00	Program Balance Roll for Kate B Reynolds Grant program
511	Public Health - Susan G Komen BC Grant	10551151	5383	1353	-	-	16,062.00	Program Balance Roll for Susan G Komen Breast Cancer Grant program
511	Public Health - Env Health State Funds	10551154	5381	1392	-	-	36,415.00	Program Balance Roll for Environmental Health State Funds
531	Social Services - Administration	10553101	5381	1450	5,987.50	-	-	CE# 96015 - Catherine L. Lester - DSS consulting services
531	Social Services - Donations	10553101	5399	1451	-	-	3,004.00	Program Balance Roll for DSS Donations program
531	Social Services - Realtors' Assoc Donations	10553101	53992	1451	-	-	(451.00)	Program Balance Roll for DSS Realtors' Association Donations program
531	Social Services - Christmas Bureau Donations	10553101	5399	1452	-	-	58,169.00	Program Balance Roll for DSS Christmas Bureau Donations program
531	Social Services - Adoption Assist-Special	10453160	4445	1508	-	-	111,000.00	Program Balance Roll for DSS Adoption Assistance for Special Children (revenue budget sh/be zero)
531	Social Services - Adoption Assist-Special	10553160	53991	1508	-	-	(21,765.00)	Program Balance Roll for DSS Adoption Assistance for Special Children (expend budget sh/be 89,235)
531	Social Services - Energy Assist Donations	10553160	5399	1514	-	-	(13.00)	Program Balance Roll for DSS Energy Assist Donations program
581	Transportation	10558100	5699	1680	5,000.00	-	-	CE# 76057 - Anson County - transportation services contract (C# 1511)
611	Library - Administration/Operations	10561100	5321	1800	1,170.00	-	-	PO# 90375 - Asic LLC - phone service via internet provider
611	Library - Memorial Donations	10561100	5233	1801	-	-	4,584.00	Program Balance Roll for Library Memorial Donations program
					505,153.16	-	239,497.00	
					505,153.16		239,497.00	<<<<< Fund balance category amounts.
							744,650.16	
Dept	E911 Telephone System Fund	Depart.	Acct	Proj	Source(s), notes			
432	E911 Telephone System Fund	33543209	5321		3,297.25	-	-	PO# 90389 - Asic LLC - for 911 backup, ACD telephone, 16 port digital line card, 8 port analog line card, and voice announcer
					3,297.25	-	-	
					3,297.25		-	<<<<< Fund balance category amounts.
							3,297.25	

Dept	WATER & SEWER FUND: Department	Dept.	Acct	Proj		Source(s), notes
711	Water & Sewer	61511100	5381		9,168.95	PO# 90418 Atlas Van Lines Inc - moving expenses for PW Director
711	Water & Sewer	61511103	5381		8,200.00	PO# 80666 Harris - data processing equipment
711	Water & Sewer	61511104	5381		13,124.58	CE# 86089 Camp Dresser & McGee - wastewater modeling (C# 1933)
711	Water & Sewer	61511104	5381		13,105.68	CE# 86081 Hazen & Sawyer - pump station design manual (C# 1916)
711	Water & Sewer	61521100	5381		547.35	PO# 90326 SDI Networks - ASA 5510 appliance
711	Water & Sewer	61521310	5381		5,391.17	CE# 86099 Brown & Caldwell - wastewater force main pump (C# 1966)
711	Water & Sewer	61522115	5352		864.00	PO# 90345 Southern Products - filter sand
711	Water & Sewer	61522115	5381		2,450.00	CE# 86036 Hydrostructures - Poplin Rd pump stations (C# 1800)
711	Water & Sewer	61522210	5381		2,450.00	CE# 86036 Hydrostructures - Poplin Rd pump stations (C# 1800)
711	Water & Sewer	61522210	5550		8,500.00	PO# 90101 Nix Purser & Assoc Inc - plant & radio telemetry
711	Water & Sewer	61522211	5550		1,700.00	PO# 90102 Nix Purser & Assoc Inc - plant & radio telemetry
711	Water & Sewer	61522213	5550		1,700.00	PO# 90103 Nix Purser & Assoc Inc - plant & radio telemetry
711	Water & Sewer	61531100	5381		547.34	PO# 90326 SDI Networks - ASA 5510 appliance
711	Water & Sewer	61531100	5381		5,193.40	CE# 96082 HDR Engineering Inc - water conservation plan development, TO# 46
711	Water & Sewer	61531100	5381		2,050.00	CE# 96097 HDR Engineering Inc - additional services for water allocation policy, TO# 43, A# 1
					74,992.47	- -
					74,992.47	- -
						<<<<< Fund balance category amounts.
						74,992.47
Dept	SOLID WASTE FUND: Department	Dept.	Acct	Proj		Source(s), notes
472	Solid Waste	66547201	5381		547.36	PO# 90326 SDI Networks - ASA 5510 appliance
					547.36	- -
					547.36	- -
						<<<<< Fund balance category amounts.
						547.36
Dept	STORMWATER FUND: Department	Dept.	Acct	Proj		Source(s), notes
491	Stormwater Fund	68549101	5381		7,201.29	CE# 86022 HDR Engineering Inc - stormwater & flood study 2008 (C# 1720)
491	Stormwater Fund	68549101	5381		13,683.00	CE# 86091 HDR Engineering Inc - assistance with Stormwater Ordinance (C# 1945)
					20,884.29	- -
					20,884.29	- -
						<<<<< Fund balance category amounts.
						20,884.29

AGENDA ITEM
16
MEETING DATE 12-14-09

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Michael Tarwater, President & CEO
The Charlotte-Mecklenburg Hospital Authority
P.O. Box 32861
Charlotte, NC 28232

Mr. Michael Lutes, President
Union Regional Medical Center (d/b/a CMC-Union)
600 Hospital Drive
P.O. Box 5003
Monroe, NC 28111-5003

Gentlemen:

Pursuant to Amendment dated June 22, 2009, the Emergency Medical Services Agreement Between Union County and Carolinas Union Healthcare, Inc. (the "Agreement") was extended for a period of one year, beginning July 1, 2009, and ending June 30, 2010. In accordance with Section 1 of the Agreement, Union County is to provide written notice six months prior to the end of the term of its intent to seek renewal.

Therefore, in accordance with Section 1 of the Agreement, this letter shall constitute notice of intent by Union County to seek a renewal of the Agreement beyond its current expiration date of June 30, 2010. The sole purpose of this notice is to indicate the County's intent to negotiate with Carolinas Union Healthcare, Inc. during the period prior to expiration. Prior to becoming effective, any agreement or amendment resulting in renewal would first require approval by Carolinas Union Healthcare, Inc. and the Union County Board of Commissioners.

We look forward to working with officials of Carolinas Union Healthcare, Inc. in the coming months.

Sincerely

Al Greene
County Manager

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 14 December 2009

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

SUBJECT: Child Support Enforcement Transition Plan

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

ATTACHMENT(S):

1. Memorandum to the Board and the Manager
2. Copy of Session Law 2009-451, Section 110-141
3. Cost Comparison Worksheet
4. Draft Transition Plan

INFORMATION CONTACT:
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Chairman and the Manager to sign a Transition Plan, to include accomodating changes based on new information that may be made available to the County prior to January 1, 2010.

BACKGROUND: Session Law 2009-451, passed earlier this year during budget deliberations in the North Carolina General Assembly, mandates that Union County shall assume operation of Child Support Enforcement functions. The attached memorandum discusses the mandate, what actions have taken place prior to today, and several options that the County has available. The memorandum recommends one option for your consideration, and discusses several important questions that have yet to be answered by State officials.

A draft of the CSE Transition Plan due to the State is attached, based on this recommendation and the information that we have available at this time. The draft should continue to be developed if new information comes available that would impact the Plan. Union County will be able to amend the Transition Plan that we submit to the State after January 1st. After submittal, the plan will be reviewed by State DSS staff, with comments given back to the County within thirty days.

FINANCIAL IMPACT: Assuming control of Child Support functions will have an undetermined affect on the current fiscal year general fund, as determined by start-up cost reimbursement decisions yet to be made by the Federal and State government. The Fiscal Year 2010-11 net expense to the General Fund could be as high as \$265,000, based on numerous factors.

Legal Dept. Comments if applicable: _____



OFFICE OF THE COMMISSIONERS AND MANAGER

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

TO: Board of County Commissioners
Al Greene, County Manager

FROM: Matthew Delk, Assistant Manager

RE: Child Support Enforcement Transition

DATE: December 2, 2009

Session Law 2009-451, passed earlier this year during budget deliberations in the North Carolina General Assembly, mandates County governments to assume operation of Child Support Enforcement functions. Prior to this year, Union County was one of 28 counties statewide who had originally elected to have the State run a local Child Support office. Now, all 28 of those counties have to assume operation of a local operation. This law does not allow a County to pay the State the cost of operating the CSE program, but it specifically requires a County to assume responsibility for the operation under defined methods and parameters.

BACKGROUND

Like most other social service programs, the Child Support program is administered by the NC Division of Social Services under the North Carolina Department of Health and Human Services. The program is based on Title IV-D of the Federal Social Security Act. The CSE program helps locate absent parents, establish paternity, and enforces child support obligations. The workers in the program typically have a lot of public interaction, and interact daily with the County Department of Social Services and the local court system. The program's funding comes largely from Federal funding, which reimburses a percentage of the expenses to administrate the program based on complex formulas and procedures.

In Union County, and continuing until July 1, 2010, Union County is served by 15 State positions in leased office space located in the Dickerson Office Building in Monroe. The agency has a budget that, after computing revenues, expenses, Federal reimbursements and incentives to the State, totals \$285,884 for FY 2009-10. The State owns some furnishings and equipment in fair condition. The State contracts for local legal support, and depends on the Union County Sheriff's Office for process service. The local office reports to State management under the Division of Social Services.

The State communicated various stipulations concerning the CSE transition beginning in August of this year. Since August, various county staff met with State officials, local CSE employees, and began planning for the transition. The State issued a template in October for a transition plan which, by statute, must be turned in to the State no later than January 1, 2010. Based on the information and data obtained from the State and the various requirements stipulated in the transition template, county staff starting formulating a recommended plan for assumption of the

Child Support responsibility. In order to help develop this plan, the County contracted with ExecLink, a new planning firm set up to aid transitioning Counties.

COMPARISON OF CSE ORGANIZATIONAL MODELS

The County could choose one of four different models of operating the Child Support Enforcement function. Those models include a Regional Agency Model, either a DSS or County-Run Agency model, or a Private Contractor Model. The DSS and the County-Run Agency model are alike in most respects, except for how the operation would fit on a County organizational chart for management. For the purposes of this comparison, they are considered together.

The following is a quick pro/con analysis of the four CSE organizational models in relation to a set of criteria that includes cost, office space, staffing, legal services, and program performance/customer service. Staff recommends the Private Contractor Model, to be discussed later in this document.

Regional Agency Model

Pros

- Seems to work for smaller, contiguous, less-populated counties
- One office may be able to serve multiple counties
- Cost savings are possible due to more efficient use of staff and does not require an office in each county

Cons

- Not well-suited for larger and more populated counties
- It is difficult for the “lead” county in this model to meet the needs of other counties in the region. The lead county has to address all the administrative, performance, and customer service issues.
- Non-lead counties have to share in the costs of operation, but may not receive an “equal” level of service
- Legal services are difficult to coordinate with different judicial districts involved
- Not a good model for optimal performance or customer service
- No identified partners in the region who need to regionalize

DSS or County Agency Models

Pros

- Potential cost-savings through CSE reimbursement for a portion of the administrative overhead and indirect costs for supportive services
- Co-location with other DSS programs, i.e., Work First, Child Day Care, and Medicaid could improve the coordination of services, reduce errors, and enhance program integrity
- Model that theoretically offers the most county control
- DSS has an organizational structure that accommodates the CSE program well
- The state staff currently employed at the local CSE office would welcome becoming county employees due to comparable/better pay and local benefit package (especially retirement benefits).

Cons

- The County would be setting up a new Department, and increasing the size of overall workforce expenses
- Long-term costs to operate the program should grow steadily due to increases in caseload, staffing, office space required, compensation, and benefit costs
- County must address employee performance problems and incur all personnel-related liability and expenses. Other county departments (Personnel, IT, General Services, Finance, Administration, etc.) will have added workload to support the additional staff.
- County must address any and all problems with program performance and customer service
- Neither the DSS or County Administration have any experience managing a CSE operation, and potential Federal Financial Performance Incentives may not be maximized
- The state staff currently employed at CSE are not guaranteed jobs with the County when the County assumes operation

Private Contractor Model (Staff Recommended Model)

Pros

- Estimated cost is comparable with a state or county-run CSE operation when indirect costs are factored in. The net cost of administering the program in-house are estimated in the range of \$161,000 to \$213,000, and the net cost of administering a contract are estimated in the range of \$210,000 to \$265,000 annually. These estimates do not include Federal Financial Performance Incentives, which may be maximized under a private contractor model.
- Least complicated model to implement with a shorter implementation period required
- Works well for counties having no experience with a CSE operation or with a poor CSE performance record
- Simplest model to terminate and transition to more county control or to a different provider as circumstances dictate
- County retains adequate control through a performance-based contract
- The performance level of at least two of the contract providers bidding on CSE programs in NC has been on a range of average to excellent and customer service calls have decreased significantly
- The County could plan to accommodate space for the contractor in a future facility
- The County could still choose whether or not the Contracted Service would fall under the DSS or under county management for the administration of the contract
- There are contract service providers who specialize in running Child Support Enforcement programs, with a tremendous amount of experience and support resources available, that are interested in turning in a proposal

Cons

- The County is paying the private provider's fee in addition to the provider's actual cost to operate the program
- The state staff currently employed at the local CSE office could lose their jobs, and could accept lower wages, and/or benefits; none of which are highly-motivating factors
- If program performance is poor, the County is still responsible for having it corrected

Based on reviews of financial materials, logistical needs, performance needs and feasibility, staff is recommending consideration of the private contract model of providing the service. Many considerations are factored into this recommendation, including the above decision factors.

Based on a very recent communication from the Deputy Director of the State Division of Social Services, many other Counties are pursuing this model as transition plans are being developed. According to this official, 10 small northeastern counties are considering a regional model run by a single contractor, 3 larger counties are considering contracting the program, 11 counties plan to operate the program as a part of the local DSS office, 1 county will operate the program as a stand-alone department, and three counties remain undecided.

Next Steps

Several critical questions remain unanswered by the State that will greatly influence planning considerations.

First, will the State transfer existing furnishings and equipment to the counties? Yesterday, the State sent an email indicating that the state will transfer furnishings and equipment at no cost to the counties assuming CSE responsibility, but what specifically will transfer and the logistics of the transfer still need to be developed at the State level. According to this email, staff will need to develop a list of what is needed and submit along with the transition plan.

Second, will the state continue to support the Union office with the regional call center currently in operation? The State operates a regional call center that handles and directs a large volume of our telephone calls through a centralized customer service center and a centralized interactive voice response system that handles approximately 85% of the calls. The call center greatly impacts the level of staff required in each individual office. In the email sent yesterday by the State, officials wrote that the call center operations can continue to accommodate the number of calls required to support the 28 counties, but it does not indicate that the State *will* do it, and it does not indicate if the State will charge for the service.

Third, will the state share Federal IV-D incentive dollars with Counties, and if so, how? The State receives Federal incentive dollars if the State meets certain Federal performance measures. Currently, the State distributes some of these incentive dollars to the other counties that administer CSE programs; however, the budget picture is still very unclear. Yesterday's email said that transitioning counties could plan to budget incentive dollars. However, the email went on to state that "This decision will likely mean some changes in the service delivery system at the state level. The State is in the process of reviewing the mechanics of distribution along with review of budgetary impact on existing supports provided by the State." I believe that the State

plans to retain a larger portion of the incentive funds, or that the State plans to somehow give the incentive funds in “exchange” for charging transitioning counties for the support of the Call Center. Either way, what the State decides to do will affect Union County’s transition planning.

Fourth, will Union County be able to recover a portion of any expenses incurred prior to July 1, 2010 (start-up costs)? This question remains unanswered, and will ultimately be decided by the Federal government. In yesterday’s email, the State identified that it has asked the Federal government to allow reimbursements for these expenses, but that the Federal government has not answered the request yet. This will impact the amount of bottom line expenses incurred by the County for purchases, logistical expenses, and workforce costs required for the transition but incurred prior to July.

Particularly in light of these unanswered questions, it is expected that we will be able to amend the Transition Plan that we submit to the State after submitting the first plan, which is due January 1st 2010. The plan will be reviewed by State DSS staff, with comments given back to the County within thirty days.

If the Board concurs with the Staff recommendation to pursue the private contract model, then we plan to issue an RFP in January, with a goal of selecting a contractor in March 2010.

A draft of the CSE Transition Plan due to the State is attached, based on this recommendation, and the information that we have available at this time. The draft should continue to be developed if new information comes available that would impact the recommendation. I recommend that the Board authorize the Chairman and the Manager to sign a Transition Plan based on input from the Board to accommodate any desired changes either as requested by the Board or based on new information that may be made available to the County.

- e. Orders established.
- f. Collections on arrearages.
- g. Location of absent parents.
- h. Other related performance measures.

The Department shall monitor the performance of each office and shall implement a system of reporting that allows each local office to review its performance as well as the performance of other local offices. The Department shall publish an annual performance report that includes the statewide and local office performance of each child support office."

ELIMINATE STATE FUNDING FOR CHILD SUPPORT OFFICES

SECTION 10.46A.(a) G.S. 110-141 reads as rewritten:

"§ 110-141. Effectuation of intent of Article.

The North Carolina Department of Health and Human Services shall supervise the administration of ~~this~~ the program in accordance with federal law and shall cause the provisions of this Article to be effectuated and to secure child support from absent, deserting, abandoning and nonsupporting parents.

~~Effective July 1, 1986, the entity, whether the board of county commissioners or the Department of Health and Human Services, that is administering, or providing for the administration of, this program in each county on June 30, 1986, shall continue to administer, or provide for the administration of, this program in that county, with one exception. If a county program is being administered by the Department of Health and Human Services on June 30, 1986, and if the board of county commissioners of this county desires on or after that date to assume responsibility for the administration of the program, the board of county commissioners shall notify the Department of Health and Human Services between July 1 and September 1 of the current fiscal year. The obligations of the board of county commissioners to assume responsibility for the administration of the program shall not commence prior to July 1 of the subsequent fiscal year. Until that time, it is the responsibility of the Department of Health and Human Services to administer or provide for the administration of the program in the county.~~

Effective July 1, 2010, each child support enforcement program being administered by the Department of Health and Human Services on behalf of counties shall be administered, or the administration provided for, by the board of county commissioners of those counties. Until July 1, 2010, it shall be the responsibility of the Department of Health and Human Services to administer or provide for the administration of the program in those counties.

A county may negotiate alternative arrangements to the procedure outlined in G.S. 110-130 for designating a local person or agency to administer the provisions of this Article in that county."

SECTION 10.46A.(b) Counties affected by this section shall submit plans to the Department of Health and Human Services, Division of Social Services, no later than January 1, 2010, outlining the proposed operation of child support enforcement programs. The Division shall establish the criteria to be included within county plans for operations and review submitted plans to ensure the appropriate transitioning of administrative and programmatic responsibility.

CHILD CARING INSTITUTIONS

SECTION 10.47. Until the Social Services Commission adopts rules setting standardized rates for child caring institutions as authorized under G.S. 143B-153(8), the maximum reimbursement for child caring institutions shall not exceed the rate established for the specific child caring institution by the Department of Health and Human Services, Office of the Controller. In determining the maximum reimbursement, the State shall include county and IV-E reimbursements.

SPECIAL CHILDREN ADOPTION FUND

SECTION 10.48. Part 4 of Article 2 of Chapter 108A of the General Statutes is amended by adding the following new section to read:

"§ 108A-50.2. Special Children Adoption Fund.

(a) Funds appropriated by the General Assembly to the Department of Health and Human Services, Division of Social Services, for the Special Children Adoption Fund shall be

	Monroe CSE Bud/Act	Monroe CSE Actual	ExecLink Contract	ExecLink Contract - Mod	In House	20 empl/6000 caseload Johnston
Personnel	<u>680,558</u>	<u>634,048</u>	<u>650,000</u>	<u>631,764</u>	<u>783,090</u>	<u>816,000</u>
Operating	<u>281,961</u>	<u>207,396</u>	<u>250,000</u>	<u>220,000</u>	<u>244,679</u>	<u>446,061</u>
Start-Up (3 yr.)			50,000			
Overhead & IC			142,500	91,595		
Fee 8%			87,400	75,469		
	<u>962,519</u>	<u>841,444</u>	<u>1,179,900</u>	<u>1,018,827</u>	<u>1,027,768</u>	<u>1,262,061</u>
Fed Participation	(635,263)	(555,353)	(778,734)	(672,426)	(678,327)	(832,960)
Local Cost (before IC)	[REDACTED]					
Fed Part in IC	-	-	(136,244)	(136,244)	(188,367)	(355,040)
Net County	327,256	286,091	264,922	210,157	161,075	74,061
IC Costs			206,430	206,430	285,404	537,939

Union County CSE Transition Plan

Organizational Model for Child Support Enforcement (CSE) Program

Union County, under the direction of Assistant County Manager, Matthew Delk, formed a work group which included local stakeholders to examine organizational models for the transition of child support services to county operation effective July 1, 2010. To assist in this effort Union County entered into a contract with ExecLink, LLC.

Numerous meetings were held with the key stakeholders to examine the feasibility of the four organizational models. Special consideration was given to selecting a model which would provide the best opportunity for a smooth transition for the consumers of child support services in Union. The group made contacts with officials from other N.C. counties to analyze the benefits and disadvantages of the different operational models.

Based on the feedback received, it was recommended that Union County solicit bids and enter into a contract with a private child support company to manage and operate the CSE program in Union County.

ExecLink will prepare the RFP in coordination with Union County General Services and will also assist the County in the evaluation of the proposals. Once a provider is selected a contract will be established with the Department of Social Services.

Office Space/Facility

The Child Support program is currently located in the Dickerson Building in Monroe in space leased by the State of North Carolina. The current lease is for 3 years and is scheduled to terminate on February 28, 2011. Due to the discontinuance of program responsibility by the State of North Carolina, the lease may be terminated on June 30, 2010. The annual lease payment for 4,263 square feet is \$56,484.75 per year which includes utilities, janitorial services and trash disposal, on site parking, and all utilities except telephones. The current office space meets all Federal IRS security requirements.

One of the first tasks of the new Private Contract Provider will be to negotiate and secure a new lease arrangement for suitable office space effective July 1, 2010. It is anticipated that the current space will be available and assumption of the current lease may be possible. The County and Contract Provider will also examine feasibility of locating to new space.

The County has expressed a desire to build a Human Services complex in the future and will examine the opportunity for enhanced federal financial participation by locating the CSE agency in this space. This may be a consideration when terms of a new lease are negotiated. The County may also desire to have a provision included in the lease to allow it to assume the lease at a later date.

A copy of the current lease is included as an attachment. (See attachment #1)

Budget

An operational budget will be established once a contract is negotiated with a Contract Provider and after additional pertinent fiscal data is provided by the State such as reimbursement of start up cost prior to July 1, 2009, and the cost and availability of call center services.

ExecLink will assist the County to identify the best model for reimbursement of expenses, will make recommendations to maximize federal reimbursement, and will make suggestions to create optimal efficiencies in financial operation.

The Request for Proposal will include provisions for a performance based contract and with an opportunity for incentives based on achievement of the established federal performance goals.

A copy of a FY2010-2011 estimated budget is attached. (See attachment #2)

Staff

The State-operated Union Child Support agency currently has 5208 active cases. The selected Contract Provider will be responsible for the selection and hiring of all staff positions and will create an organizational structure it determines will be the most efficient and cost effective.

The Union County Child Support office currently has 15 staff positions budgeted with 2 positions currently vacant. Most existing staff are long term employees and are fully trained.

The current caseloads for CSE activities are:

Establishment 400

Enforcement 650

Interstate 425

Lead Workers 300

Union County will encourage the managing partner to give preference to all current CSE staff during the hiring process.

Office Furnishings

The State provided the County with an inventory list showing the existing equipment and furniture which may be available for transfer to the County. The State has agreed to provide all equipment and furnishings to the County at no cost.

The CSE agency has 7 desks provided by the State. The other 8 desks are the property of the landlord and may or may not be available to the agency after July 1 2010. Most computer equipment will need to be replaced due to age and lack of functionality. The copiers are old and will need replacement. The postage machine is leased by the State and a new lease arrangement will need to be established. The phone system is owned by the State and should transfer to the County but ongoing service must be established by the Contract Provider. The County will examine the feasibility of connecting to the County phone system and/or County IT network.

A copy of the inventory list of State-owned equipment is attached. (See attachment #3)

Legal Services

Child Support legal services are currently being provided by contract with local attorneys. Mr. Bobby Khan is the primary attorney for the agency and Mr. David Broome provides backup services when there is a conflict. Both attorneys have extensive child support experience and it is anticipated they will be available and are willing to continue to provide these services. The total budgeted compensation for the current fiscal year is \$43,435. The hourly rates may need adjustment and it is anticipated the amount budgeted for legal services will need to increase.

The Contract Provider will establish a contract for legal services.

Copies of contracts for legal services are attached. (See attachments #4 and #5)

Sheriff

Union DSS plans to establish an agreement with the Sheriff's Department regarding the service of all summonses and arrest orders for the Child Support Agency.

The establishment of this agreement for services with the Sheriff will greatly benefit the CSE agency and will provide the County a methodology for federal reimbursement for these services currently not being recouped by the County.

Security

The current design of the Child Support office meets Federal IRS confidentiality requirements and the safety needs of the staff and clients. If the office is moved to a new site, IRS security must be addressed and should be incorporated during the design and renovation process.

Issues regarding security of the computer system will be addressed by the Contract Provider in coordination with the County IT Department and DSS Director.

Program Performance

The Union County DSS Director will be the contract administrator for Child Support Services. DSS will conduct regular audits and monitoring of program performance to ensure the program meets all State and Federal requirements. DSS will continue to meet regularly with State program representatives and will address any problems with the Contract Provider. DSS will establish review criteria which will specifically measure the Contract Provider's success in meeting the five federal incentive goals.

The Board of Social Services will receive reports concerning CSE program performance at each monthly meeting. DSS will make an annual report to the Board of County Commissioners regarding the CSE Program's performance.

The Commissioners will also review performance to determine if renewal of the contract is desirable.

Staff Training

The Contract Provider will develop and implement a training plan to ensure the staff has the necessary knowledge and skills to meet program expectations. It is anticipated State staff will continue to assist local programs in this training effort and will provide the training curriculum as outlined in the County Transition Guide.

Public Relations

The Union County Public Information Office will issue press releases in coordination with the State, DSS, and the Contract Provider regarding any changes in operations that may affect the provision of child support services. Union County consumers will be advised of the hours of operations, locations of services, new program initiatives, and any phone service change. It is anticipated the State will share in this effort by providing informational releases to ensure a smooth and orderly transition of services.

Key Partners

Union DSS, as contract administrator, will coordinate communication with key stakeholders to make sure they are updated on all transition issues. Meetings will be conducted with these stakeholders throughout the implementation of the transition plan to allow opportunities for new ideas and improvement in services. At a minimum, a stakeholder conference will be held by April 30, 2010 to introduce stakeholders to the Contract Provider.

It is anticipated there will be opportunities for improved program integrity in DSS programs such as Work First Family Assistance, Day Care, Medicaid and Foster Care due to a greater emphasis on child support services.

Start Up Date

Union County submits this transition plan to assume responsibility for CSE services effective July 1, 2010 pursuant to Section 10.46A of S.L. 2009-451. Addendums to this plan will be submitted as administrative and financial decisions are resolved.

There are no delays in transition anticipated.

Certification

The Child Support Transition Plan was approved by the Union County Board of Commissioners on December 14, 2009.

Chairman, Union County Board of Commissioners

Date

Union County CSE Transition Lead

Date

STATE OF NORTH CAROLINA

COUNTY OF UNION

COPY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into as of the last date set forth in the notary acknowledgements below, by and between **DICKERSON REALTY CORPORATION**, a North Carolina corporation, hereinafter referred to as LESSOR; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as LESSEE;

WITNESSETH:

THAT WHEREAS, the Department of Health and Human Services, Child Support Enforcement, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, the execution of this Lease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 8th day of January, 2008; and,

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out;

NOW, THEREFORE, in consideration of the premises as described herein and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the City of Monroe, County of Union, North Carolina, and more particularly described as follows:

BEING a minimum of 4,263 square feet of office space located at 1501 North Charlotte Avenue, Monroe, Union County, North Carolina (the "Premises").

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD the Premises for a term of three (3) years, commencing on the 1st day of March, 2008, or as soon thereafter as possession of the Premises is ceded to Lessee, and terminating on the 28th day of February, 2011 (the "Initial Term").

2. During the Initial Term, Lessee shall pay to Lessor as rental for the Premises the sum of FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR AND 75/100 DOLLARS (\$56,484.75) per annum, which sum shall be paid in equal monthly installments of FOUR THOUSAND SEVEN HUNDRED SEVEN AND 06/100 DOLLARS (\$4,707.06), said rental to be payable within fifteen (15) days from receipt of invoice in triplicate. If possession of the Premises is not ceded to Lessee upon the 1st day of March, 2008, then the first payment of rental shall be made

within fifteen (15) days after occupancy by Lessee and upon receipt of invoice in triplicate from Lessor, and shall be for a pro rata part of the first month's rent.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL OPTION: The Lessee shall have the option to renew this Lease for one (1) additional three (3) year term (the "Renewal Term") and shall provide Lessor no less than sixty days (60) written notice of the intent to so renew prior to the expiration of the Initial Term. The annual rental during the Renewal Term shall be increased to the sum of FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY AND 50/100 DOLLARS (\$57,550.50) to be paid in equal monthly installments of FOUR THOUSAND SEVEN HUNDRED NINETY-FIVE AND 87/100 DOLLARS (\$4,795.87). With the exception of annual rental, the remaining terms and conditions of this Lease shall remain the same during the Renewal Term.

3. During the existence of this Lease, Lessor shall furnish to Lessee at Lessor's sole cost and to the satisfaction of Lessee the following:

- A. Heating facilities, air conditioning facilities, hot and cold water facilities, adequate lighting fixtures, electrical sockets, adequate toilet facilities and proper ventilation.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Daily janitorial and cleaning services and supplies. This shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas, if applicable.
- D. All utilities except telephone.
- E. All fire or safety inspection fees.
- F. All stormwater fees.
- G. Parking.
- H. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy, at no cost to Lessee.

4. During the existence of this Lease, Lessor shall keep the Premises in good repair and

tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessee, in addition to any other remedy Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the Premises, at reasonable times, and to make necessary repairs to the Premises.

5. It is understood and agreed that Lessor shall, at the beginning of the Initial Term of this Lease, have the Premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the Premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this Lease, with the Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

7. If the Premises be destroyed by fire or other casualty, without fault of Lessee, this Lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of Lessee, so as to render the Premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or Lessee may terminate this Lease by giving fifteen (15) days written notice to Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

10. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United

States mail, certified and postage prepaid and addressed as follows:

to Lessor: Post Office Box 5011
Monroe, North Carolina 28110

to Lessee: c/o DHHS Property Officer
2001 Mail Service Center
Raleigh, North Carolina 27699-2001

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

11. The Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld, but shall have the right to sublet the Premises.

12. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person.

13. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

14. Any holding over after the expiration of the Initial Term or any extension or renewal thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

15. The parties to this Lease agree and understand that the continuation of this Lease for the Initial Term and the Renewal Term or any extension thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The parties to this Lease also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

16. This Lease shall be binding upon and inure to the benefit of Lessor, its successors and assigns.

17. As a condition of this Lease, prior to March 1, 2008, Lessor agrees to construct and upfit the Premises according to Lessee's advertised specifications as set forth on Lessee form PO-27

which is incorporated herein by reference, and according to the approved floor plan shown on Exhibit A attached hereto and the Department of Insurance Inspection Report attached hereto and incorporated herein as Exhibit B.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgments below.

LESSOR:

DICKERSON REALTY CORPORATION,
a North Carolina corporation

By: *Cindy P. Greene*
Cindy P. Greene, Vice-President

STATE OF NORTH CAROLINA

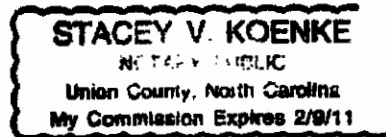
COUNTY OF UNION

I, Stacey V. Koenke, a Notary Public in and for Union County, North Carolina, do hereby certify that Cindy P. Greene, Vice-President of Dickerson Realty Corporation, a North Carolina corporation, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 21st day of April, 2008.

Stacey V. Koenke
Notary Public
Print Name: Stacey V. Koenke

My Commission Expires: Feb. 9, 2011



LESSEE:

STATE OF NORTH CAROLINA

By: *Michael F. Easley*
Governor

ATTEST

By: *Elaine F. Marshall*
Secretary of State

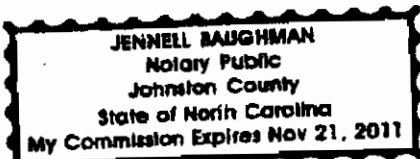
APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: *Roy Cooper*
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

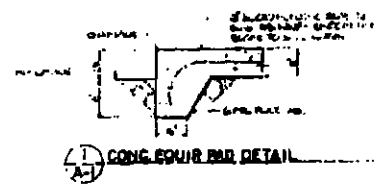
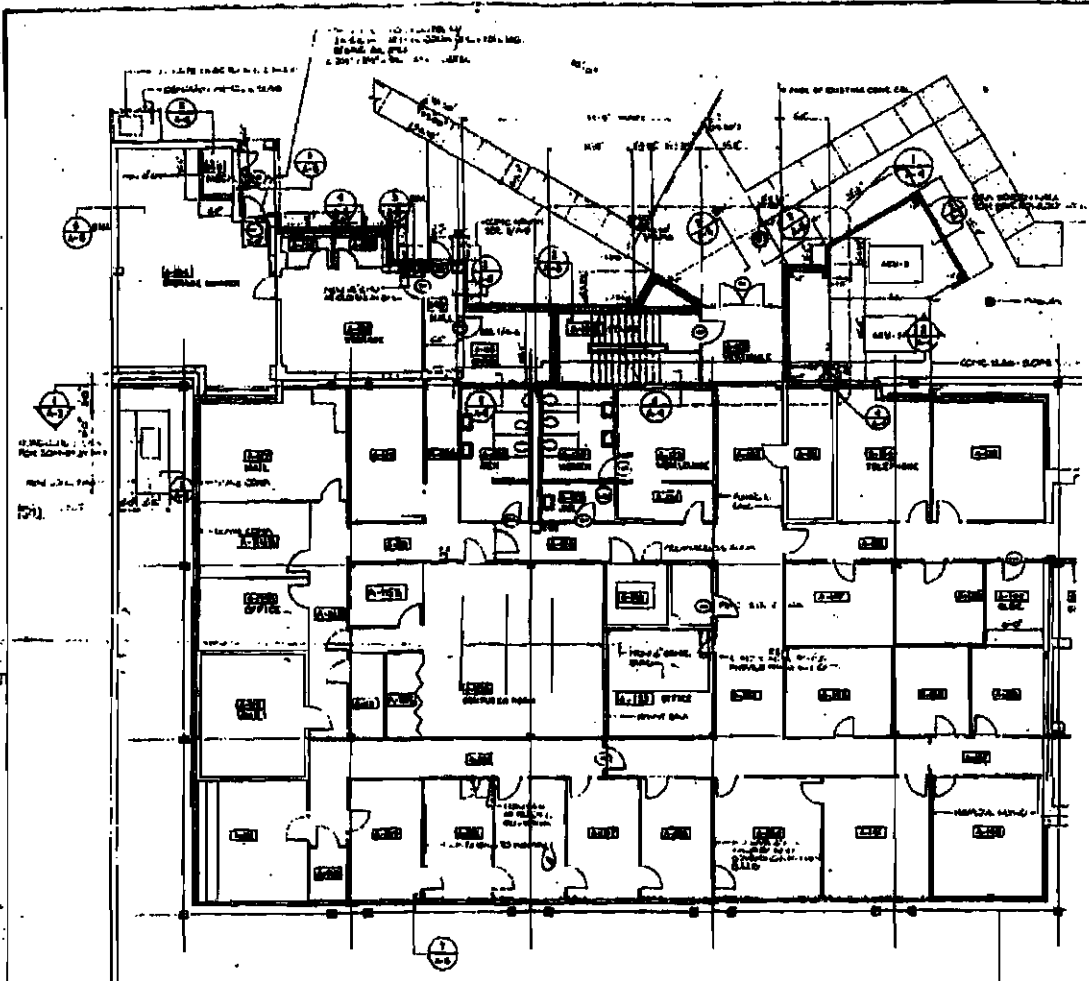
I, Jennell Baughman, a Notary Public in and for the County of Johnston and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 19th day of June, 2008.



Jennell Baughman
Notary Public
Print Name: Jennell Baughman

My Commission Expires: 11-21-2011



FIRST FLOOR

SCALE 1/8" = 1'-0"

- DRAFTING LEGEND**
- EXIST. STAIRS & ELEV. SH.
 - EXIST. WALLS TO REMAIN
 - EXIST. WALLS TO BE DEMO.
 - NEW WALLS TO BE BUILT
 - NEW WALLS TO BE DEMO.
 - NEW STAIRS & ELEV.

Exhibit B

Jim Long
Commissioner of Insurance
State Fire Marshal



Risk Management Division

18 December 2007

TO: Pam Strickland
Space Planning & Leasing
DoA - State Property Office
Administration Building

FROM: Ken Houglan *KH*
Certified Building Inspector
NCDOI/OSFM Risk Management

RE: Fire and Safety Inspection of Leased Space
Child Enforcement - Division of Health & Human Services
1501 Charlotte Avenue, Monroe (Union County)
ID Number 9000505

The above location was inspected for code compliance on 7 December 2007 as requested by your memorandum dated 21 November 2007. I was accompanied during the inspection by Ms. Jane Zepkowski, Child Support Enforcement. This report summarizes the results of the inspection.

The overall building is approximately 30,000 square feet with Child Enforcement occupying approximately 3475 square feet. This facility is two story in about 50 percent of the floor area and three story in the remaining 50 percent of the floor area. The building is at least Type IV construction. The building has at least two remotely located exit doors. The facility does not have automatic sprinkler, standpipe or fire alarm system. Smoke detectors are located in the corridors of the three story floor areas, but do not know if they are functional/operational at this time.

1. Several EXIT signs were observed to have burned out lamps. This is a very common problem at many facilities, and can often be lessened by using replacement lamps rated for 130 volt service. You may also want to consider retrofitting some with LED type signs, which have an expected lamp life of more than 20 years and also consume much less energy. (back-up)

Page Two
Pam Strickland
DoA - State Property Office
18 December 2007

2. Exit access corridors, stairways, and exit outlets must always be kept clear and unobstructed, to assure safe egress in an emergency. They may not be used for storage, or contain any objects that extend into the required clear width or which might create a pedestrian hazard.
3. The NC Code requires that fire extinguishers be maintained in accordance with NFPA 10-1994. This includes inspection at approximately 30-day intervals, to verify they are in place and their seals are not broken. This "quick check" may be performed by your facility personnel and should be recorded on each extinguisher's tag.
4. The National Electrical Code requires that a clearance of at least three feet be continuously maintained around all electrical panelboards, for maintenance purposes and to allow rapid access to the disconnects in an emergency.
5. Emergency egress lighting was observed to have burned out lamps. New installations of battery-type units should comply with our "*Requirements for Battery Powered Emergency Lights*".
6. Extension cords are considered to be "temporary wiring" by the National Electrical Code, which limits their use to a maximum of 90 days. Permanent wiring complying with Code needs to be provided for .
7. Each electrical panelboard needs a circuit directory per 408.4 of the National Electrical Code.
8. Stair doors were found chocked open. In the event of fire the stairway would become a chimney, allowing toxic smoke to spread rapidly from floor to floor, cutting off escape. Fire and smoke damage would also be much greater. All of these doors must be kept closed and latched, unless held open by electro-magnets and released upon alarm from smoke detectors (where permitted by the NC Code and this Dept.).

The final decision is up to the using agency and the State Property Office. If you have any questions about this report please contact us at 919-661-5880.

KH/pmh
File No: 71218KH-L1

cc: Mike Chapman - State Personnel Office, Workplace Safety

Attachment 2

**ESTIMATED BUDGET FOR UNION CSE OPERATION
JULY, 2010**

Labor	\$500,000
Fringe Benefits (30% of Labor)	150,000
Other Direct Costs	250,000
Amortize Start-Up Costs (3 yrs)	<u>50,000</u>
Total Direct Costs	950,000
Overhead and Indirect Costs	142,500
Fee (8%)	<u>87,400</u>
Total Projected Budget	\$1,179,900
Federal Reimbursement (66%)	778,734
County Share (34%)	401,166
Indirect Cost Reimbursement(Sheriff)	<u>(136,248)</u>
Total Projected County Cost	\$264,918

**DHHS/Division of Social Services
Inventory of CSE State Offices**

Please assign each individual a specific area to inventory. For example their office/cubicle and then a specific common area such as a printer area. It is important that all space and items are reviewed for planning the future. I have filled in blanks

County	Union					
Name	Union					
Office Number						
A Item	B	C Condition of Item Indicate if should be Surplus	D Asset Number-4440	E Manufacturer's Name	F Serial Number	Additional Information
Desk	7 wood, 4-drawer	good	37599, 37644, 37560.	remaining 0	n/a	state shop built
Chair	16 rolling desk chairs	13 good, 3 poor	n/a	n/a	n/a	fabric, multi colored
Table	15	2 poor, 1 fair, 12 surplus	n/a	n/a	n/a	
File Cabinet	66 5-drawer, 1 4-drawer, 3 2-drawer	51 good 5-drawer, 12 fair 5-drawer, 3 poor 5-drawer	n/a	HAN or Unknown	n/a	
Printer	3 lazer, 1 color	3 lazer fair, 1 color-broken	12762, 12763, 12764	3 lexmark, 1 hpinkjet 2300		color printer not in use
Fax		1 good		162 Samsung SF 5100P		
Phone		15 good	n/a	Nortel Network		
Scanner		0	0			
Computer-desktop screen		15 fair	11462,11463,8281,1461,11465,11459,11762,6481,8292,1052,11761,11464,8280,8278,42			
Computer-desktop CPU		15 fair	8205, 8210, 8213, 8212, 8209, 3585, 16054, 9876, 9875, 8203, 8204, 8574, 8206, 8208,			
computer-Laptop		0				
Side Chair(s)		15 good	n/a	n/a	n/a	grey fabric and medal legs
Organizers		18 good	n/a	n/a	n/a	wire mesh for folders
Trays		20 good	n/a	n/a	n/a	wire basket for desk
Hutch		0				
Bookcase		12 6 fair, 6 good	n/a	n/a	n/a	wooden with shelves
Postage Equipment		1 good	n/a	Pitney Bowers	3081661	
Copier (s)		2 fair	n/a	Studio 5 - 32606, Toshiba - 45551		One used by admin.staff, the
		1 broken, not in use				by agents for court purposes
Shredder(s)		1 good	n/a	32363	Intimus 602CC S/N	Schleicher International
Computer Desk(s)		1 good				
		7 surplus				
Credenzas		0				
Folding Tables		3 good	n/a	n/a	n/a	
Cabinets for	1 medal, 2-door, tall	fair	n/a	n/a	n/a	does not close or lock
Supplies						

If you have any questions completing this form, contact Judy Dorrin, 334-1041

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACT ID NO. 00458-10

THIS CONTRACT by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as Division) and Bobby Khan, Attorney at Law (hereinafter referred to as Attorney), for the purchase of legal services needed by the Union County Child Support Enforcement Agency (hereinafter referred to as Agency). This Contract is subject to the provisions of all federal and state laws, regulations, policies and standards.

WITNESSETH:

WHEREAS, the Division desires to contract with the Attorney to provide the legal services needed by the Agency upon the following terms:

1. This Contract shall begin July 1, 2009 and will continue through June 30, 2010 unless terminated or renewed as provided for herein.
2. The Attorney agrees to:
 - A. Upon reasonable notice, be available for consultation, legal advice and representation as requested by the Agency on legal matters arising under Article 9, Chapter 110 of the North Carolina General Statutes, Title 42, United States Code, Section 651 *et seq.*, and the Regulations promulgated thereunder. Consultation shall include a review of all calendared cases with the Agency at a reasonable time prior to trial proceedings; and
 - B. Comply with all of the requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 *et seq.*, and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as are required by the Division or Agency, making such records available for federal or state audit if required, and making any financial, statistical, and program progress reports; and
 - C. Comply with Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 and all requirements imposed by Federal regulations of rules, and guidelines issued pursuant to these Titles for both personnel employed and clients served; and
 - D. Furnish workmen's compensation, liability insurance, and other insurance as may be required to protect the Attorney and the State against claims which may arise from the Attorney's performance; and
 - E. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Attorney or any of its officers, employees, agents or representatives; and
 - F. Bill the Division on a monthly basis by the 10th of the following month for reimbursement with supporting documents of expenditures incurred in the provision of services under this Contract and, upon approval by the Division, receive payment within 30 days. If the Contract is terminated, the Attorney is required to complete a final accounting report to the Division within 30 days of the Contract termination date. The Division shall have no obligation for payments based on reports submitted later than 30 days after termination or expiration of the contract period; and

- G. Notify the Agency when a conflict of interest or scheduling conflict arises for the Attorney. In all such cases, referral shall be made by the Agency and the Attorney to another attorney with whom the Division has contracted for the provision of legal services when conflicts arise; and
- H. Restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the services program; and
- I. Execute the following federal certifications (required when receiving federal funds) attached to this agreement: 1) Certification regarding lobbying (see Attachment B), 2) Certification regarding debarment (see Attachment A), 3) Certification regarding Drug-Free Workplace and Certification regarding Environmental Tobacco Smoke.
- J. Agrees that, if the Division determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-91, as amended or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.
- K. Comply with the terms of the Performance Based Contract Statement of Work Guide, Attachment C, as attached hereto and made a part hereof.
- L. The Contractor agrees to defend, indemnify and hold the North Carolina Child Support Enforcement Program, the North Carolina Division of Social Services, the North Carolina Department of Health and Human Services, and the State of North Carolina harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Contract or out of any act or omission of the Attorney, its agents, employees, and subcontractors in the performance of this Contract.

The Division assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Contract.

3. The Division agrees to:

A. Provide consultation and technical assistance to the Attorney as needed; and

B. Reimburse the Attorney:

- 1. \$85.00 per hour for time spent in performing the services required under this Contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long distance telephone calls, and travel. The Attorney will not be reimbursed for incurring extraordinary expenses incident to performing the services required under this Contract, with the exception that the Division agrees to pay all court costs and filing fees which are required to be paid in conjunction with the services provided by the Attorney under this Contract; and

2. For attendance at one annual training session based upon a maximum hourly rate of \$85 not to exceed a maximum of \$200 for the full session or \$100 for each day attended or the amount set by the Child Support Enforcement Agency.

Total reimbursement by the Division to the Attorney for provision of services in this Contract shall not exceed \$39,440 which consists of \$26,030 IV-D, CFDA # 93.563, and \$13,410 State funds.

4. The Division has determined this Contract to be a purchase of goods or services and is not subject to G.S. 143C-6-22 and G.S. 143C-6-23 and thus an audit is not required for this Contract.
5. The Attorney and the Division shall be liable for the acts and omissions of their respective employees in the performance of services covered under the terms of this Contract to the extent permitted by applicable law. The Attorney is and shall be an independent contractor in the performance of this Contract. Contract employees or agents rendering services under this Contract shall not be employees of the Division for federal or state tax purposes, or for any other purpose and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Contract. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the Division and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the Division for the payment of social security, unemployment, or disability insurance, or any other state or federal tax obligation.
6. The Attorney and the Division shall be liable for the acts and omissions of their respective employees in the performance of services covered under the terms of this Contract to the extent permitted by applicable law
7. Changes in the terms and conditions of this Contract, which may be necessary, shall be through formal written amendments signed by both parties.
8. This service is for personal services to be performed by the contractor. The contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Approval of any subcontract is within the sole discretion of the Division. 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 Division shall not be obligated to pay for any work performed by an unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.
9. This Contract, in whole or in part, may be canceled by either party upon at least 30 days written notice or immediately upon written notice for cause, i.e., funding no longer available.

After receipt of a notice of termination, and except as otherwise directed by the Division, the Attorney shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. The Division shall pay the Attorney the agreed upon amount for the delivery of services under the terms of this Contract up to the effective date of termination. Reimbursement shall not be made for property or supplies purchased after the notice of termination is received except as approved by the Division.

10. Waiver by the Division of any default or breach in compliance with the terms of this Contract by the Attorney shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Department and attached to the Contract.

11. The Contract Administrator for the Attorney is Hon. Bobby Khan, 202 E. Jefferson, Monroe, NC 28112 (704)282-2155. The Division Contract Administrator is Barry Miller, Chief of Child Support Enforcement, Post Office Box 20800, Raleigh, North Carolina, 27619, (919) 255-3800.

12. This Contract and any documents incorporated specifically by reference represent the entire agreement between parties and supersede all prior oral or written statements or agreements. This Contract, any addenda thereto, and the Attorney's application are incorporated herein by reference as though set forth verbatim. 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.

NOW THEREFORE, the parties have executed this Contract in triplicate originals, one to be retained by the each of the parties and the Division Contract Administrator.

WITNESS

(SEAL)

BY: _____
Attorney at Law
DATE: _____

Federal Tax ID#

BY: _____
Director/Designee Division of Social Services
DATE: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACT ID NO. 00234-10

THIS CONTRACT by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as Division) and Law Office of David M. Broome, (hereinafter referred to as Attorney), for the purchase of legal services needed by the Union County Child Support Enforcement Agency (hereinafter referred to as Agency). This Contract is subject to the provisions of all federal and state laws, regulations, policies and standards.

WITNESSETH:

WHEREAS, the Division desires to contract with the Attorney to provide the legal services needed by the Agency upon the following terms:

1. This Contract shall begin July 1, 2009 and will continue through June 30, 2010 unless terminated or renewed as provided for herein.
2. The Attorney agrees to:
 - A. Upon reasonable notice, be available for consultation, legal advice and representation as requested by the Agency on legal matters arising under Article 9, Chapter 110 of the North Carolina General Statutes, Title 42, United States Code, Section 651 et seq., and the Regulations promulgated thereunder. Consultation shall include a review of all calendared cases with the Agency at a reasonable time prior to trial proceedings; and
 - B. Comply with all of the requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as are required by the Division or Agency, making such records available for federal or state audit if required, and making any financial, statistical, and program progress reports; and
 - C. Comply with Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 and all requirements imposed by Federal regulations of rules, and guidelines issued pursuant to these Titles for both personnel employed and clients served; and
 - D. Furnish workmen's compensation, liability insurance, and other insurance as may be required to protect the Attorney and the State against claims which may arise from the Attorney's performance; and
 - E. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Attorney or any of its officers, employees, agents or representatives; and
 - F. Bill the Division on a monthly basis by the 10th of the following month for reimbursement with supporting documents of expenditures incurred in the provision of services under this Contract and, upon approval by the Division, receive payment within 30 days. If the Contract is terminated, the Attorney is required to complete a final accounting report to the Division within 30 days of the Contract termination date. The Division shall have no obligation for payments based on reports submitted later than 30 days after termination or expiration of the contract period; and

- G. Notify the Agency when a conflict of interest or scheduling conflict arises for the Attorney. In all such cases, referral shall be made by the Agency and the Attorney to another attorney with whom the Division has contracted for the provision of legal services when conflicts arise; and
- H. Restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the services program; and
- I. Execute the following federal certifications (required when receiving federal funds) attached to this agreement: 1) Certification regarding lobbying (see Attachment B), 2) Certification regarding debarment (see Attachment A), 3) Certification regarding Drug-Free Workplace and Certification regarding Environmental Tobacco Smoke.
- J. Agrees that, if the Division determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-91, as amended or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.
- K. Comply with the terms of the Performance Based Contract Statement of Work Guide, Attachment C, as attached hereto and made a part hereof.
- L. The Contractor agrees to defend, indemnify and hold the North Carolina Child Support Enforcement Program, the North Carolina Division of Social Services, the North Carolina Department of Health and Human Services, and the State of North Carolina harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Contract or out of any act or omission of the Attorney, its agents, employees, and subcontractors in the performance of this Contract.

The Division assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Contract.

3. The Division agrees to:

- A. Provide consultation and technical assistance to the Attorney as needed; and
- B. Reimburse the Attorney:
 - 1. \$85.00 per hour for time spent in performing the services required under this Contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long distance telephone calls, and travel. The Attorney will not be reimbursed for incurring extraordinary expenses incident to performing the services required under this Contract, with the exception that the Division agrees to pay all court costs and filing fees which are required to be paid in conjunction with the services provided by the Attorney under this Contract; and

2. For attendance at one annual training session based upon a maximum hourly rate of \$85 not to exceed a maximum of \$200 for the full session or \$100 for each day attended or the amount set by the Child Support Enforcement Agency.

Total reimbursement by the Division to the Attorney for provision of services in this Contract shall not exceed \$3,995 which consists of \$2,637 IV-D, CFDA # 93.563, and \$1,358 State funds.

4. The Division has determined this Contract to be a purchase of goods or services and is not subject to G.S. 143C-6-22 and G.S. 143C-6-23 and thus an audit is not required for this Contract.
5. The Attorney and the Division shall be liable for the acts and omissions of their respective employees in the performance of services covered under the terms of this Contract to the extent permitted by applicable law. The Attorney is and shall be an independent contractor in the performance of this Contract. Contract employees or agents rendering services under this Contract shall not be employees of the Division for federal or state tax purposes, or for any other purpose and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Contract. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the Division and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the Division for the payment of social security, unemployment, or disability insurance, or any other state or federal tax obligation.
6. The Attorney and the Division shall be liable for the acts and omissions of their respective employees in the performance of services covered under the terms of this Contract to the extent permitted by applicable law
7. Changes in the terms and conditions of this Contract, which may be necessary, shall be through formal written amendments signed by both parties.
8. This service is for personal services to be performed by the contractor. The contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Approval of any subcontract is within the sole discretion of the Division. 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 Division shall not be obligated to pay for any work performed by an unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.
9. This Contract, in whole or in part, may be canceled by either party upon at least 30 days written notice or immediately upon written notice for cause, i.e., funding no longer available.

After receipt of a notice of termination, and except as otherwise directed by the Division, the Attorney shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. The Division shall pay the Attorney the agreed upon amount for the delivery of services under the terms of this Contract up to the effective date of termination. Reimbursement shall not be made for property or supplies purchased after the notice of termination is received except as approved by the Division.

10. Waiver by the Division of any default or breach in compliance with the terms of this Contract by the Attorney shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Department and attached to the Contract.

11. The Contract Administrator for the Attorney is David M. Broome, 201 North Main St, Suite 103, Monroe, NC 28111 (704) 289-3280. The Division Contract Administrator is Barry Miller, Chief of Child Support Enforcement, Post Office Box 20800, Raleigh, North Carolina, 27619, (919) 255-3800.
12. This Contract and any documents incorporated specifically by reference represent the entire agreement between parties and supersede all prior oral or written statements or agreements. This Contract, any addenda thereto, and the Attorney's application are incorporated herein by reference as though set forth verbatim. 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.

NOW THEREFORE, the parties have executed this Contract in triplicate originals, one to be retained by the each of the parties and the Division Contract Administrator.

WITNESS

(SEAL)

BY: _____

Attorney at Law

DATE: _____

Federal Tax ID#

BY: _____

Director/Designee Division of Social Services

DATE: _____



UNION COUNTY PUBLIC WORKS

AGENDA ITEM
18
MEETING DATE 12-14-09

Memo

To: Al Green, County Manager
From: Ed Goscicki, UCPW Director
Date: December 10, 2009

Subject: Water Allocation Action Plan

Background

The Short Term Water Allocation Plan approved by the Board of County Commissioners on Sept 21, 2009 required that staff present to the Board an action plan for how water demand will be managed in the event that water demand in the CRWTP service area exceeds 17.5 MGD. The draft action plan outlined below would be proactive by starting to address demand issues at 16 MGD with escalating actions if demands continue to increase.

The intent of the Action Plan is to manage customer water demands to stay within our contractual limit of 18 MGD from the Catawba WTP. In implementing a plan of this nature we would also need to be cognizant of current status of voluntary and/or mandatory water restrictions that might be, or could be in effect, do to regional drought conditions.

The draft Action Plan would put into effect many of the same restrictions currently employed in our Water Conservation Ordinance to deal with drought conditions. We are presenting this draft plan to the Board to illustrate the type of actions and the possible timing of those actions to respond to water demands approaching our contract limits with the Catawba WTP. We would propose to update the current Water Conservation Ordinance to incorporate these proposed actions in additions to other changes to the ordinance requested by the Board.

The triggers for each action step in the plan are based on exceeding certain percentages of our Catawba WTP capacity. If we were to secure additional capacity within the Catawba system to use additional capacity from Lancaster W&SD during peak demand periods, or through a longer term lease of additional capacity from LCW&SD, the trigger points for each step would be adjusted by that additional capacity. For example if we secure an additional 2 MGD of capacity the initial trigger for Step 1 would be 18 MGD instead of 16 MGD.

Proposed Action Steps

1. Flows exceed 16 MGD:

- Depending on the time of year and current drought conditions suggest implementation of specific voluntary Stage One Water Conservation Measures.

- Implement Public Information on needs to conserve
- Place Tier 2 water rates into effect
- Attempt to lease additional capacity from Lancaster County W&S D

2. Flows Exceed 17 MGD after step one actions have been put into place:

- Suggest to the Board implementation of Mandatory, Stage Two Water Conservation Measures
- Suggest implementation of one-day per week watering restrictions
- Enhance Public Information Program and begin an active enforcement of conservation requirements
- Place Tier 3 water rates into effect

3. Flows Exceed 17.5 MGD after Step Two actions have been in place for at least 30 days:

- Stop issuing water permits for unallocated water projects
- Place Tier 4 water rates into effect

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/1/09

Action Agenda Item No. 9/2
(Central Admin. use only)

SUBJECT: Crime Insurance

DEPARTMENT: Risk Management

PUBLIC HEARING: No

ATTACHMENT(S):
none

INFORMATION CONTACT:
Keith Richards, Risk Manager

TELEPHONE NUMBERS:

704-283-3663 - office

704-634-7567 - cell

DEPARTMENT'S RECOMMENDED ACTION: Approve Policy Limits

BACKGROUND: For all other employee positions not required by General Statute to carry a bond, the County purchases Crime Insurance through St. Paul Travelers Insurance Company in the amount of \$250,000 with a \$1,000 deductible for most losses. The coverage provides for loss of money, securities or other property by an employee with the intent to cause economic harm and personal profit.

FINANCIAL IMPACT: \$2,288 annual premium

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 14, 2009

Action Agenda Item No. 9/3
(Central Admin. use only)

SUBJECT: Amendment to the 2009-2010 Union County Pay and Classification Plan

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):

- 1) Justification Memo
- 2) Current Tax Administration
Organizational Chart
- 3) Proposed Organizational Chart

INFORMATION CONTACT:

Mark Watson

TELEPHONE NUMBERS:

704-283-3869

DEPARTMENT'S RECOMMENDED ACTION: Approve the following Classification Title and Pay Grade revisions to the 2009 - 2010 Union County Pay and Classification Plan:

- 1) CURRENT Classification: Land Use and Exemption Coordinator - Pay Grade 69
REVISED Classification: Assessment Administration Supervisor - Pay Grade 71
- 2) CURRENT Classification: Personal Property Supervisor - Pay Grade 70
REVISED Classification: Personal Property Supervisor - Pay Grade 71
- 3) CURRENT Classification: Real Estate Appraisal Coordinator - Pay Grade 69
REVISED Classification: Real Estate Appraisal Supervisor - Pay Grade 71

BACKGROUND: Due to reductions in the workforce within Tax Administration, staff duties and responsibilities have been realigned to optimize workflow, productivity and efficiency.

Under Articles II and III of the Union County Personnel Resolution, the Pay and Classification Plans are administered and maintained so that they will accurately reflect the duties performed by employees in the classes to which their positions are allocated.

The appropriate job analysis and evaluation was conducted to determine if a substantial change has occurred in the nature or level of duties and responsibilities of the existing positions.

The results indicate that the correct pay grade assignments should be PG 71 (Assessment Administration Supervisor), PG 71 (Personal Property Supervisor) and PG 71 (Real Estate Appraisal Supervisor).

PROCESS -

Job Analysis:

We conducted a formal job analysis of each of the indicated jobs to obtain a thorough understanding of the scope of responsibility and the major job functions associated with each job. Our job analysis process was a three-pronged approach that began with the administration of our Equi-Val Position Questionnaire (EPQ) followed by a comprehensive analysis of the data and information that was provided by the employee when they filled out their Questionnaires. During this phase, the Classification and Compensation Analyst reviewed the County's existing job documentation, including job descriptions and job classification specifications to complete the analysis.

Job Evaluation:

We administered a factor-analysis job evaluation system to measure the level of complexity associated with the content of each job, to determine the relative worth of each job reviewed, to establish internal equity within the County's pay structure and to ensure a valid and reliable compensation plan for the County. The department's management was asked to review a preliminary evaluation for the purpose of providing input regarding their opinion as to the face validity of the outcomes.

The factor-analysis job evaluation covered the following job content factors and criteria in the evaluation of each job:

Job Function Requirements

- Information Processing
- People Relationships
- Technology Application

Aptitude Requirements

- Vocabulary Skill
- Quantitative Skill
- Procedural Judgment Skill
- Contingency Judgment Skill

Responsibility Requirements

- Physical Adroitness Skill
- Physical Strength Skill
- Job Sensory Skill
- Experience Derived Job Skill
- Supervisory Control
- Horizon Planning
- Budgetary Allocation
- Academically Derived Job Skill

Job Environment Requirements

- Working Conditions

Job evaluations based on the job-related criteria associated with the foregoing factors provided a quantitative score for each job. The score determined for each job represented a measure of the degree of complexity or the level of difficulty associated with the particular job. The scores were also used to establish the grade level for each job. Different jobs with the same or similar scores would be grouped into the same pay grade indicating, that although different in content, they were of equal complexity.

Job Descriptions or Classification Specifications:

Using data from the position questionnaires and existing job description documentation, we prepared an accurate job description and/or a class specification for each of the jobs involved in the analysis. Each job description, or job class specification, was designed to identify the essential duties and responsibilities of the job, the performance indicators, the requisites necessary for compliance with the Americans with Disabilities Act (ADA) and other applicable regulatory requirements. Each job description and/or job specification also includes the minimum education and experience requirements of the job as well as the required knowledge, skills and abilities to perform the job duties described by the specification and/or description.

FINANCIAL IMPACT:

This action result in an increase of \$6,581 to salary and benefits through the end of the fiscal year.

The number of positions (FTE's) allocated to Tax Administration in the 2009-2010 Budget will remain the same.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:




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

704-283-3746
704-283-3616 Fax

John Petoskey
Tax Administrator

INTEROFFICE MEMORANDUM

TO: Al Greene, County Manager
FROM: John Petoskey, Tax Administrator 
SUBJECT: Assessor's office reclassification of position numbers 414023, 414015 and 414007
DATE: December 1, 2009
cc: Mark Watson, Personnel Director
Kai Nelson, Finance Director

Due to the 2008 revaluation, the 2008 Legislative Session, and the 2009 Reduction in Workforce, the Tax Administrator's Office needed to look for ways to realign its staff in order to optimize workflow, improve productivity, and increase efficiency.

During 2008 Revaluation, it became evident that too many employees were reporting directly to the Appraisal Manager. The Appraisal Division did not have the appropriate level of supervisory management and could not continue operating effectively with key personnel coordinating various daily work processes.

In the Assessment Division, the 2008 Legislative Session laid the ground work for the implementation of several complex tax relief programs, namely the Circuit Breaker. These programs not only increased the number of applications to be processed but also the criteria that must be reviewed and approved.

The 2009 Reduction in Workforce further increased the managerial burden on both Division Managers.

To spread the administrative responsibilities, each Division identified key personnel to start performing more supervisory duties. The employees were enrolled in courses to improve their skill set.

As a result, the Tax Administrator asked the Personnel Department to review the job classifications in each Division to ensure that they accurately reflected the duties being performed. In order to properly grade the positions, the Personnel Department conducted a comprehensive job analysis which included questionnaires completed by the incumbents.

Subsequently the Tax Administrator met with the Personnel Director and the County Manager to consider the results. They concluded that the correct pay grade and job titles should be:

Position number 414023 Assessment Administration Supervisor Pay Grade 71

Position number 414015 Real Estate Appraisal Supervisor Pay Grade 71

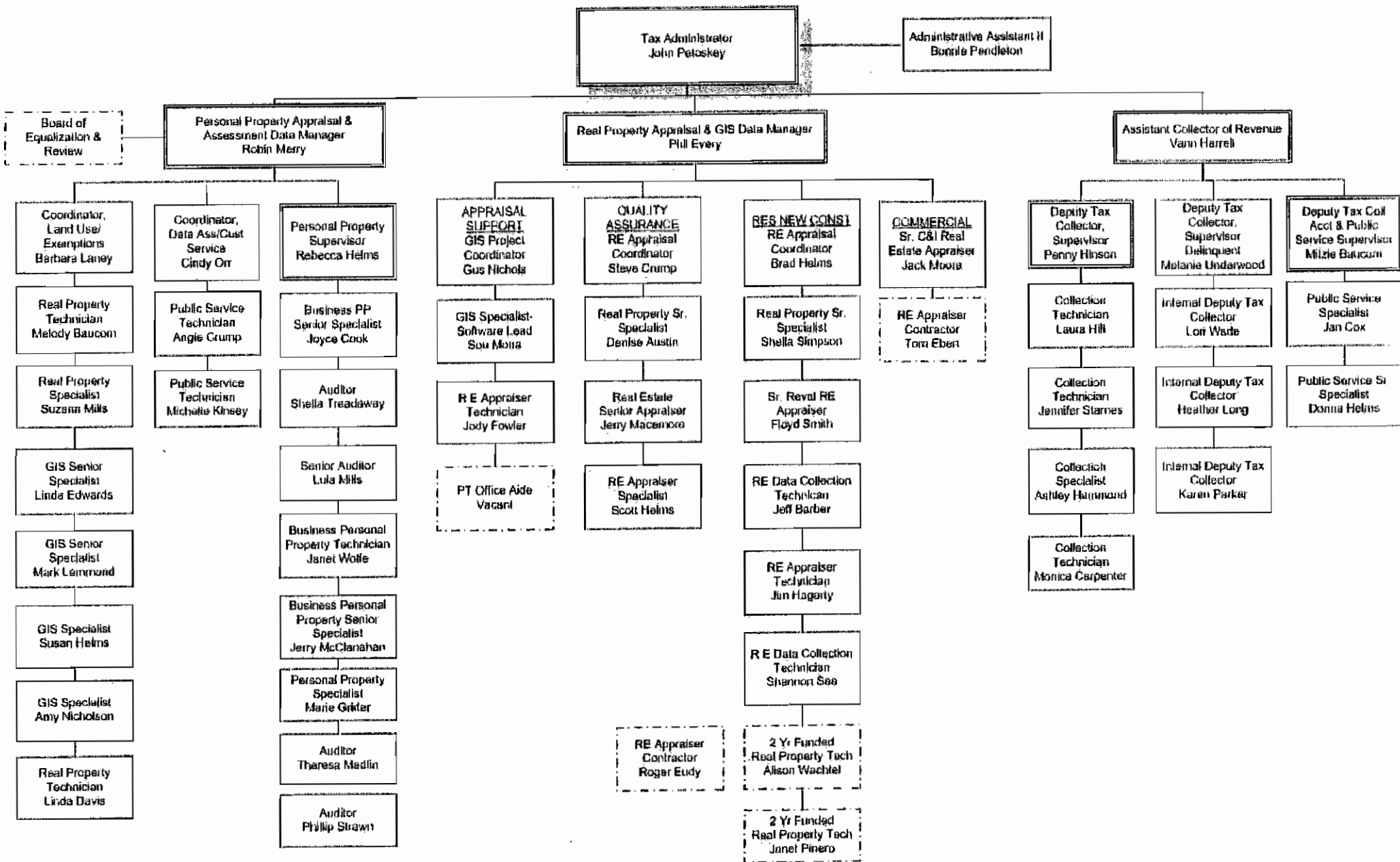
Position number 414007 Personal Property Supervisor Pay Grade 71

The approximate cost of \$6,500, for the balance of this fiscal year, will be funded through lapse salaries within the Tax Administrator's budget; thereby negating the need for additional county money.

Approval of this action will improve direct supervision of staff, increase productivity, facilitate communication between areas, and allow Division Managers to perform other functions.

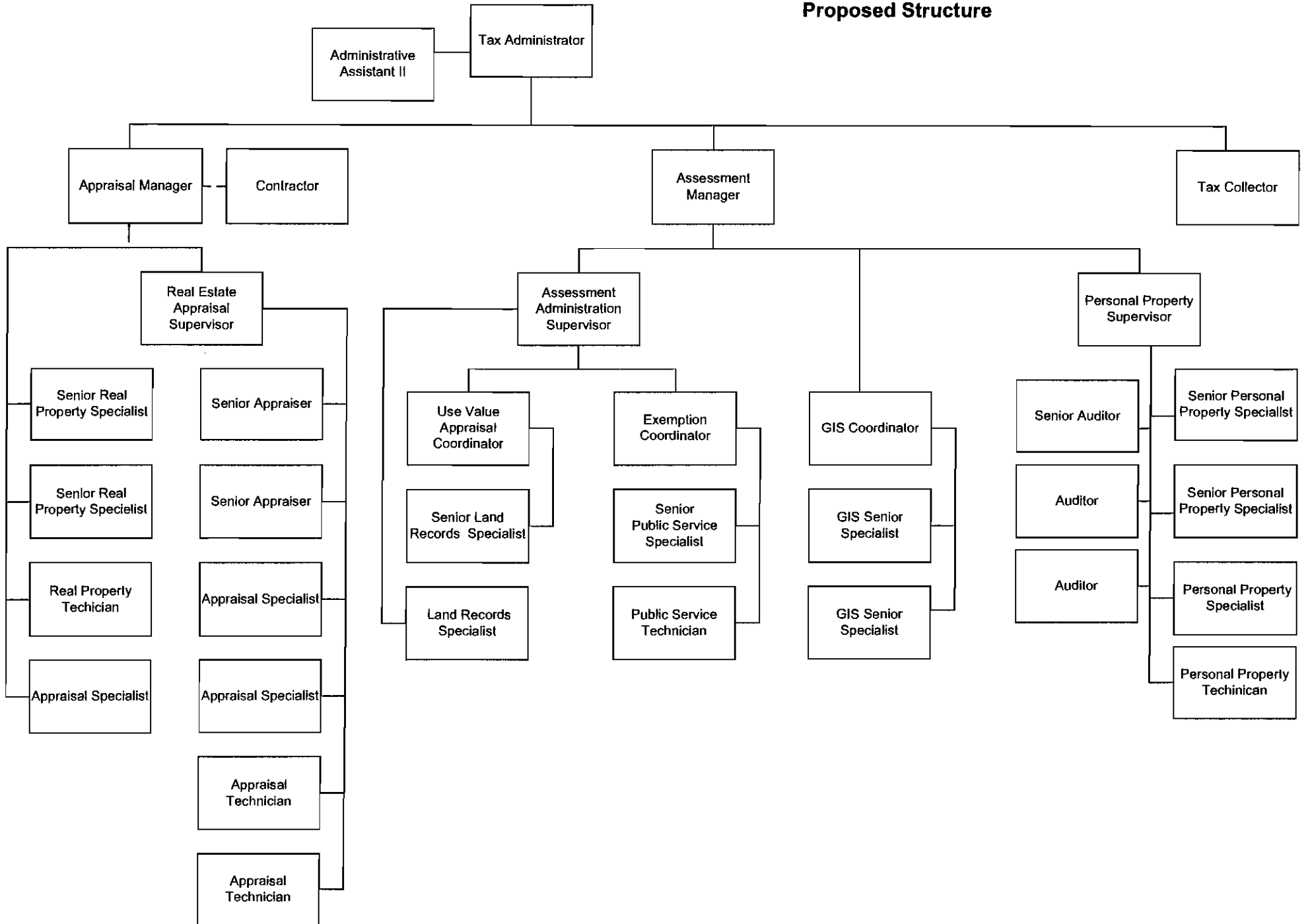
TAX ADMINISTRATOR'S OFFICE

Current Structure



TAX ADMINISTRATOR'S OFFICE

Proposed Structure



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 14, 2009

Action Agenda Item No. 9/4
(Central Admin. use only)

SUBJECT: Request for Waiver of Late Listing Penalty by Windstream North Carolina, LLC

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

ATTACHMENT(S):

- 1) Memo from Staff Attorney
- 2) Letter requesting waiver
- 3) Enclosures to Letter
- 4) Memo from Becky Helms
- 5) Memo from John Petoskey
- 6) E-mail from Dept. of Revenue

INFORMATION CONTACT:

Jeff Crook
John Petoskey

TELEPHONE NUMBERS:

704-283-3673
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Deny request for waiver of late listing penalty (approval of this item on the Consent Agenda shall constitute such denial)

BACKGROUND: See attached memorandum from Staff Attorney.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY LEGAL DEPARTMENT

JEFFREY L. CROOK, SENIOR STAFF ATTORNEY
COURTNEY P. RITCHIE, STAFF ATTORNEY
TRUDY HELMS, LEGAL ASSISTANT

500 NORTH MAIN ST., SUITE 826
MONROE, N.C. 28112

TO: The Union County Board of Commissioners
FROM: Jeffrey L. Crook, Senior Staff Attorney *JLC*
RE: Waiver of Late Listing Penalties
DATE: November 30, 2009

Please find attached the following documents regarding a request by Windstream North Carolina, LLC for waiver of late listing penalties in the amount of \$23,950.75:

- ▶ Letter from Jeffery Binkley of Thomson Reuters, tax representative, dated November 4, 2009;
- ▶ Enclosures to Mr. Binkley's letter, including tax bills from Union County jurisdictions; N.C.G.S. §§ 105-312, 105-334, 105-335, and 105-343; and letter of authorization for Thomson Reuters;
- ▶ Memo from Becky Helms in the Tax Administrator's Office recommending denial of the request for waiver;
- ▶ Memo from John Petoskey recommending denial of the request for waiver; and
- ▶ E-mail from Bill Wilkes with the North Carolina Department of Revenue indicating applicability of 10% late listing penalty.

This memo will address the legal options available to the Board regarding this matter.

Pursuant to N.C.G.S. § 105-312(k), the Board does have authority to compromise late listing penalties and interest prior to payment by the taxpayer. The applicable section reads as follows:

After a tax receipt computed and prepared as required by subsections (g) and (h) of this section has been delivered and charged to the tax collector as prescribed in subsection (j) above, *the board of commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom.* The board of commissioners may, by resolution, delegate the authority granted by this subsection to the board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act. [Emphasis added]

You will note that the statute prescribes no standards for when such compromise is appropriate. Rather, the Board must consider each such request separately on its merits.

This authority to compromise late listing penalties applies only so long as the tax bill remains unpaid by the taxpayer. If the tax bill has been paid, then any refund must be made in accordance with G.S. § 105-318 which authorizes refunds in only three circumstances: (i) a tax imposed through clerical error; (ii) an illegal tax; and (iii) a tax imposed for an illegal purpose. It is my understanding that the taxes have not been paid in the present case.

Although the statute provides no guidance as to when compromise is appropriate, I would recommend that the Board not compromise late listing penalties absent a showing that the taxpayer would be unfairly penalized or that payment of the claim is unduly burdensome. In my opinion, such showing has not been made in the present case, and I concur with the Tax Administrator's position that the request for waiver of the late listing penalty be denied.

I would note that Windstream, as a public utility company, is required to file its listing report annually with the Department of Revenue not later than March 31. Windstream argues that a \$100/day penalty assessed pursuant to G.S. 105-343 for late reports is the exclusive penalty for late listing and that the 10% penalty does not apply. This position is rejected by the Department of Revenue as indicated in the attached e-mail from Bill Wilkes. John Petoskey notes in his attached memo that a majority of other counties surveyed intend to recommend denial of this same request.

Approval by the Board of this item on the Consent Agenda shall constitute denial of the request for waiver of the late listing penalty made by Windstream North Carolina, LLC.

Please let me know if you have any questions.

cc: Al Greene, County Manager (via agenda packet)
John Petoskey, Tax Administrator (via e-mail, w/o enclosures)
Lynn West, Clerk to the Board (for December 14, 2009, agenda)



THOMSON REUTERS

229 Peachtree Street, NE
Suite 1900
Atlanta, GA 30303

O +404 942 6353
F +888 812 8804

November 4, 2009

Board of County Commissioners
Union County
Union County Government Center
500 N. Main St., Room 925
Monroe, NC 28112

To Whom It May Concern:

Pursuant to N.C. Gen. Stat. § 105-312(k), Windstream North Carolina, LLC (“Windstream”) respectfully requests a compromise or adjustment for the penalty imposed on its 2009 assessment for public service corporation property located in Union County.

Windstream is a public service corporation subject to central appraisal by the Department of Revenue (“DOR”) under N.C. Gen. Stat. § 105-335. For the 2009 assessment year, Windstream erroneously believed that it had received an extension of time to file the annual report required by N.C. Gen. Stat. § 105-334. The DOR applied a late listing penalty of 10% to Windstream’s 2009 system valuation. The DOR relied on a penalty provision applicable to discovered property in N.C. Gen. Stat. § 105-312(h).

Windstream does not believe that the penalty provision for discovered property in § 105-312(h) applies in the instant case, because the public service corporation statutes specifically provide for penalties for late filing of required reports. Section 105-343 provides for a penalty of \$100 per day for reports which a taxpayer fails to file or files late. Windstream believes that to the extent it is subject to a penalty for filing a late report, the penalty provisions in § 105-343 should control. Windstream’s obligation to report its taxable property is through a public service corporation report to the DOR that is due by March 31st or by an extended due date. Windstream is not required to list its property in the local listing period contemplated in the discovered property statutes.

However, as the DOR did impose the 10% penalty under § 105-312(h), Windstream is petitioning for a compromise or adjustment of that penalty, as taxpayers are permitted to do under § 105-312(k). Windstream makes this petition on the basis that the 10% penalty would be unduly punitive relative to any harm suffered by the DOR, county assessors or any taxing jurisdictions. At no point was any property omitted from the 2009 assessment roll for Union County. Windstream filed its 2009 public service corporation report by the end



THOMSON REUTERS

of May 2009, which is within the timeframe that the DOR typically permits for extensions. The 2009 system value was established and agreed upon by June 26th. Union County and its taxing jurisdictions should have suffered no delay in listing Windstream's 2009 public service corporation assessments on their tax rolls. This can be confirmed by William R. Wilkes, Assistant Director of the Property Tax Division of the DOR.

Windstream understands that the process of seeking and discovering property is burdensome, costly, and time-consuming for local assessors. But the DOR is not similarly situated to local assessors. The DOR fully and quite reasonably expected to receive a 2009 public service corporation report from Windstream, because of the company's lengthy filing history. Ultimately, the DOR did receive the 2009 report in time to determine a system valuation in the ordinary course of the assessment process. No "discovery" or even a request for additional information was required.

Windstream respectfully requests that Union County compromise and adjust the 10% late listing penalty applied to Windstream's 2009 allocated system value of \$34,449,687, and accordingly also adjust the bills issued by the taxing jurisdictions in Union County. As always, Windstream will make full and timely payment of its ad valorem taxes levied.

Thank you for your assistance with this matter. For your reference, I have included copies of bills received to date for taxing jurisdictions in Union County that reflect the 10% penalty, and copies of the statutes cited in this letter. I have also included a copy of our letter of authorization. If you have any questions, I can be reached at 404-942-6353.

Sincerely,

Jeffery S. Binkley
Senior Director

cc: Union County Board of Equalization and Review

Enc.

Windstream North Carolina, LLC

List of Enclosures

- Tax bills received to date
- N.C. Gen. Stat. § 105-312
- N.C. Gen. Stat. § 105-334
- N.C. Gen. Stat. § 105-335
- N.C. Gen. Stat. § 105-343
- Letter of authorization for Thomson Reuters

UNION COUNTY
 P O BOX 38
 MONROE, NC 28111-0038



PROPERTY TAX NOTICE

DUE DATE: Property taxes are due and payable September 1 and delinquent if not paid in full by January 5, 2010 Postmark affixed by U.S. Postal Service will be accepted.

FAILURE TO PAY: Taxes are delinquent after January 5 and subject to garnishment of wages and/or bank accounts, levy on personal property, and foreclosure proceedings.

INTEREST: 2% Interest assessed after January 5, 2010 plus additional interest of 3/4 of 1% on the first of each month thereafter until paid.

RETURNED CHECK PENALTIES/FEES: A penalty of \$25 or 10% of the amount of check, whichever is greater, up to \$1,000, for returned checks because of insufficient funds or nonexistent accounts as provided by NC GS # 105-357 (b) (2)
PERSONAL PROPERTY: Appeals on value, situs, or taxability may be appealed within 30 days after the date of the initial notice of value G.S. 105-317.1 (c)

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay for this notice, forward to the appropriate mortgage holder.

WINDSTREAM NORTH CAROLINA INC
 %THOMSON REUTERS
 22 THOMSON PL
 BOSTON, MA 02210

DISCOVERY

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	TAX YEAR	DUE DATE	DELINQUENT AFTER
50035630	50035630	578	09/21/2009	2009	09/01/2009	01/05/2010

REAL ESTATE DESCRIPTION :			
TOWNSHIP :	MONROE		
DEED REFERENCE :	-	TOTAL TAXABLE VALUE :	34,540,147
ACREAGE :	0.00000	VALUE SUBJECT TO LATE LIST PENALTY :	34,540,147
FARM/HISTORIC CODE :			

FARM MACHINE AND EQUIPMENT VAUE AND TAX (NOTICE: THIS LINE FOR INFORMATION ONLY)	TAX:	0.00	VALUE:	0
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TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	HOW YOUR COUNTY PROPERTY TAX DOLLAR IS SPENT - FISCAL YEAR 2009 - 2010
UNION COUNTY	0.6700	229,691.98	CULTURAL & RECREATIONAL 3%
LATE LIST PENALTY	0.0000	22,969.20	GENERAL GOVERNMENT 6%
			PUBLIC SAFETY - SHERIFF 9%
			PUBLIC SAFETY - OTHER 5%
			ECONOMIC DEVELOPMENT 1%
			HUMAN SERVICES 17%
			EDUCATION 59%
			TOTAL 100%
TOTAL TAX AND FEES DUE		252,661.18	

QUESTIONS CONCERNING PAYMENT, CALL COLLECTIONS AT 704-283-3848 ALL OTHER QUESTIONS, CALL ASSESSOR AT 704-283-3746

PLEASE KEEP THIS COPY FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH PAYMENT

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	DUE DATE	CORRECT AMOUNT IF PAID BY	TOTAL AMOUNT DUE
50035630	50035630	578	09/21/2009	09/01/2009	01/05/2010	252,661.18



TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN NEW ADDRESS BELOW

NAME : _____
 ADDRESS : _____
 CITY : _____ STATE : _____ ZIP : _____

Your payments should be mailed to the address below. Payments may be made in person at the Collector's Office in the Government Center, 500 N. Main St., Ste. 119, Monroe NC 28112. Payments may also be made by telephone (1-800-272-9829) or internet at (www.co.union.nc.us) using Mastercard, VISA, Discover or American Express. Union County's jurisdiction code is 4352 which will be a required entry when paying. A fee will be added if you choose to complete the payment transaction by phone or internet.

POSTMARK AFFIXED BY U.S. POSTAL SERVICE WILL BE ACCEPTED

MAKE CHECK PAYABLE & REMIT TO:

UNION COUNTY
 P O BOX 38
 MONROE, NC 28111-0038

:282580365650:

WINDSTREAM NORTH CAROLINA INC
 %THOMSON REUTERS
 22 THOMSON PL
 BOSTON, MA 02210

012009050003563010101000000000001200909210252661184

UNION COUNTY
P O BOX 38
MONROE, NC 28111-0038



PROPERTY TAX NOTICE

DUE DATE: Property taxes are due and payable September 1 and delinquent if not paid in full by January 5, 2010. Postmark affixed by U.S. Postal Service will be accepted.

FAILURE TO PAY: Taxes are delinquent after January 5 and subject to garnishment of wages and/or bank accounts, levy on personal property, and foreclosure proceedings.

INTEREST 2% Interest assessed after January 5, 2010 plus additional interest of 3/4 of 1% on the first of each month thereafter until paid.

RETURNED CHECK PENALTIES/FEEES: A penalty of \$25 or 10% of the amount of check, whichever is greater, up to \$1,000, for returned checks because of insufficient funds or nonexistent accounts as provided by NC GS # 105-357 (b) (2)
PERSONAL PROPERTY: Appeals on value, situs, or taxability may be appealed within 30 days after the date of the initial notice of value. G.S. 105-317.1 (c)

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay for this notice, forward to the appropriate mortgage holder.

DISCOVERY

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	TAX YEAR	DUE DATE	DELINQUENT AFTER
50035630A	50035630A	579	09/21/2009	2009	09/01/2009	01/05/2010

REAL ESTATE DESCRIPTION :			
TOWNSHIP :	MONROE		
DEED REFERENCE :	-	TOTAL TAXABLE VALUE :	5,215,069
ACREAGE :	0.00000	VALUE SUBJECT TO LATE LIST PENALTY :	5,215,069
FARM/HISTORIC CODE :			

FARM MACHINE AND EQUIPMENT VAUE AND TAX (NOTICE: THIS LINE FOR INFORMATION ONLY)	TAX:	0.00	VALUE:	0
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TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	HOW YOUR COUNTY PROPERTY TAX DOLLAR IS SPENT - FISCAL YEAR 2009 - 2010
HEMBY BRIDGE FIRE TAX	0.0500	2,571.03	CULTURAL & RECREATIONAL 3%
LATE LIST PENALTY	0.0000	257.10	GENERAL GOVERNMENT 6%
			PUBLIC SAFETY - SHERIFF 9%
			PUBLIC SAFETY - OTHER 5%
			ECONOMIC DEVELOPMENT 1%
			HUMAN SERVICES 17%
			EDUCATION 59%
			TOTAL 100%
TOTAL TAX AND FEES DUE		2,828.13	

QUESTIONS CONCERNING PAYMENT, CALL COLLECTIONS AT 704-283-3848 ALL OTHER QUESTIONS, CALL ASSESSOR AT 704-283-3746

PLEASE KEEP THIS COPY FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH PAYMENT

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	DUE DATE	CORRECT AMOUNT IF PAID BY	TOTAL AMOUNT DUE
50035630A	50035630A	579	09/21/2009	09/01/2009	01/05/2010	2,828.13



Your payments should be mailed to the address below. Payments may be made in person at the Collector's Office in the Government Center, 500 N. Main St., Ste. 119, Monroe NC 28112. Payments may also be made by telephone (1-800-272-9829) or internet at (www.co.union.nc.us) using Mastercard, VISA, Discover or American Express. Union County's jurisdiction code is 4352 which will be a required entry when paying. A fee will be added if you choose to complete the payment transaction by phone or internet.

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN NEW ADDRESS BELOW

NAME : _____

ADDRESS : _____

CITY : _____ STATE : _____ ZIP : _____

POSTMARK AFFIXED BY U.S. POSTAL SERVICE WILL BE ACCEPTED

MAKE CHECK PAYABLE & REMIT TO:

UNION COUNTY
P O BOX 38
MONROE, NC 28111-0038

:282580365650:

WINDSTREAM NORTH CAROLINA INC
%THOMSON REUTERS
22 THOMSON PL
BOSTON, MA 02210

01200905000356301110100000000001200909210002828131

UNION COUNTY
P O BOX 38
MONROE, NC 28111-0038



PROPERTY TAX NOTICE

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INTEREST: 2% Interest assessed after January 5, 2010 plus additional interest of 3/4 of 1% on the first of each month thereafter until paid.

RETURNED CHECK PENALTIES/FEEES: A penalty of \$25 or 10% of the amount of check, whichever is greater, up to \$1,000, for returned checks because of insufficient funds or nonexistent accounts as provided by NC GS # 105-357 (b) (2)
PERSONAL PROPERTY: Appeals on value, situs, or taxability may be appealed within 30 days after the date of the initial notice of value. G.S. 105-317.1 (c)

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay for this notice, forward to the appropriate mortgage holder.

DISCOVERY

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	TAX YEAR	DUE DATE	DELINQUENT AFTER
50035630B	50035630B	580	09/21/2009	2009	09/01/2009	01/05/2010

REAL ESTATE DESCRIPTION :		MONROE	
TOWNSHIP :			
DEED REFERENCE :		TOTAL TAXABLE VALUE :	1,842,540
ACREAGE :	0.00000	VALUE SUBJECT TO LATE LIST PENALTY :	1,842,540
FARM/HISTORIC CODE :			

FARM MACHINE AND EQUIPMENT VAUE AND TAX (NOTICE: THIS LINE FOR INFORMATION ONLY)	TAX:	0.00	VALUE:	0
--	------	------	--------	---

TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	HOW YOUR COUNTY PROPERTY TAX DOLLAR IS SPENT - FISCAL YEAR 2009 - 2010
STALLINGS VFD FIRE TAX	0.0400	748.07	CULTURAL & RECREATIONAL 3%
LATE LIST PENALTY	0.0000	74.81	GENERAL GOVERNMENT 6%
			PUBLIC SAFETY - SHERIFF 9%
			PUBLIC SAFETY - OTHER 5%
			ECONOMIC DEVELOPMENT 1%
			HUMAN SERVICES 17%
			EDUCATION 59%
			TOTAL 100%
TOTAL TAX AND FEES DUE		822.88	

QUESTIONS CONCERNING PAYMENT, CALL COLLECTIONS AT 704-283-3848 ALL OTHER QUESTIONS, CALL ASSESSOR AT 704-283-3746

PLEASE KEEP THIS COPY FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH PAYMENT

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	DUE DATE	CORRECT AMOUNT IF PAID BY	TOTAL AMOUNT DUE
50035630B	50035630B	580	09/21/2009	09/01/2009	01/05/2010	822.88



Your payments should be mailed to the address below. Payments may be made in person at the Collector's Office in the Government Center, 500 N. Main St., Ste. 119, Monroe NC 28112. Payments may also be made by telephone (1-800-272-9829) or internet at (www.co.union.nc.us) using Mastercard, VISA, Discover or American Express. Union County's jurisdiction code is 4352 which will be a required entry when paying. A fee will be added if you choose to complete the payment transaction by phone or internet.

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN NEW ADDRESS BELOW

NAME : _____
 ADDRESS : _____
 CITY : _____ STATE : _____ ZIP : _____

POSTMARK AFFIXED BY U.S. POSTAL SERVICE WILL BE ACCEPTED

MAKE CHECK PAYABLE & REMIT TO:

UNION COUNTY
P O BOX 38
MONROE, NC 28111-0038

:282580365650:

WINDSTREAM NORTH CAROLINA INC
%THOMSON REUTERS
22 THOMSON PL
BOSTON, MA 02210

01200905000356301210100000000001200909210000822886

UNION COUNTY
P O BOX 38
MONROE, NC 28111-0038



PROPERTY TAX NOTICE

DUE DATE: Property taxes are due and payable September 1 and delinquent if not paid in full by January 5, 2010. Postmark affixed by U.S. Postal Service will be accepted.

FAILURE TO PAY: Taxes are delinquent after January 5 and subject to garnishment of wages and/or bank accounts, levy on personal property, and foreclosure proceedings.

INTEREST: 2% Interest assessed after January 5, 2010 plus additional interest of 3/4 of 1% on the first of each month thereafter until paid.

RETURNED CHECK PENALTIES/FEEES: A penalty of \$25 or 10% of the amount of check, whichever is greater, up to \$1,000, for returned checks because of insufficient funds or nonexistent accounts as provided by NC GS # 105-357 (b) (2)

PERSONAL PROPERTY: Appeals on value, situs, or taxability may be appealed within 30 days after the date of the initial notice of value. G.S. 105-317.1 (c)

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay for this notice, forward to the appropriate mortgage holder.

WINDSTREAM NORTH CAROLINA INC
% THOMSON REUTERS
22 THOMSON PL
BOSTON, MA 02210

DISCOVERY

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	TAX YEAR	DUE DATE	DELINQUENT AFTER
50100941	50100941	581	09/21/2009	2009	09/01/2009	01/05/2010

REAL ESTATE DESCRIPTION :			
TOWNSHIP :	MONROE	TOTAL TAXABLE VALUE :	1,665,741
DEED REFERENCE :	-	VALUE SUBJECT TO LATE LIST PENALTY :	1,665,741
ACREAGE :	0.00000		
FARM/HISTORIC CODE :			

FARM MACHINE AND EQUIPMENT VAUE AND TAX (NOTICE: THIS LINE FOR INFORMATION ONLY)	TAX:	0.00	VALUE:	0
--	------	------	--------	---

TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	HOW YOUR COUNTY PROPERTY TAX DOLLAR IS SPENT - FISCAL YEAR 2009 - 2010
TOWN OF WINGATE	0.3900	6,496.39	CULTURAL & RECREATIONAL 3%
LATE LIST PENALTY	0.0000	649.64	GENERAL GOVERNMENT 6%
			PUBLIC SAFETY - SHERIFF 9%
			PUBLIC SAFETY - OTHER 5%
			ECONOMIC DEVELOPMENT 1%
			HUMAN SERVICES 17%
			EDUCATION 59%
			TOTAL 100%
TOTAL TAX AND FEES DUE		7,146.03	

QUESTIONS CONCERNING PAYMENT, CALL COLLECTIONS AT 704-283-3848 ALL OTHER QUESTIONS, CALL ASSESSOR AT 704-283-3746

PLEASE KEEP THIS COPY FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH PAYMENT

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	DUE DATE	CORRECT AMOUNT IF PAID BY	TOTAL AMOUNT DUE
50100941	50100941	581	09/21/2009	09/01/2009	01/05/2010	7,146.03



Your payments should be mailed to the address below. Payments may be made in person at the Collector's Office in the Government Center, 500 N. Main St., Ste. 119, Monroe NC 28112. Payments may also be made by telephone (1-800-272-9829) or internet at (www.co.union.nc.us) using Mastercard, VISA, Discover or American Express. Union County's jurisdiction code is 4352 which will be a required entry when paying. A fee will be added if you choose to complete the payment transaction by phone or internet.

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN NEW ADDRESS BELOW

NAME : _____

ADDRESS : _____

CITY : _____ STATE : _____ ZIP : _____

POSTMARK AFFIXED BY U.S. POSTAL SERVICE WILL BE ACCEPTED

MAKE CHECK PAYABLE & REMIT TO:

UNION COUNTY
P O BOX 38
MONROE, NC 28111-0038

:282580365650:

WINDSTREAM NORTH CAROLINA INC
% THOMSON REUTERS
22 THOMSON PL
BOSTON, MA 02210

01200905001009411010100000000001200909210007146037



TOWN OF INDIAN TRAIL
 P.O. BOX 2430
 INDIAN TRAIL, NC 28079-2430
 PHONE (704) 821-8114
 (704-821-1118 (STORMWATER QUESTIONS))
 FAX (704) 821-3689

PROPERTY TAX NOTICE

DUE DATE: Property taxes are due and payable September 1st and delinquent if not paid in full by January 5th. Postmark affixed by U.S. Postal Service will be accepted.

FAILURE TO PAY: Taxes are delinquent after January 5th and subject to garnishment of wages, and/or bank deposits, levy on personal property and foreclosure proceedings.

INTEREST: 2% Interest assessed after January 5th plus additional interest of 1/4 of 1% on the first of each month thereafter until paid.

RETURN CHECK PENALTIES/FEES: A penalty of \$25 or 10% of the amount of the check, whichever is greater, subject to Max of \$1,000 for returned checks because of insufficient funds or nonexistence of accounts as provided. G.S. # 105-357 (b)(2).

PERSONAL PROPERTY: Appeals on value, situs or taxability may be appealed within 30 days after the date of this notice. G.S. # 105-317.1 (c)

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay for this notice, forward to the appropriate mortgage holder.

WINDSTREAM NORTH CAROLINA INC
 C/O THOMSON REUTERS
 22 THOMSON PLACE
 BOSTON, MA 02210

UTILITY BILL

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	TAX YEAR	DUE DATE	DELINQUENT AFTER
14-U	14-U	2209	9/01/09	2009	9/01/09	1/05/2010

REAL ESTATE DESCRIPTION:
 TOWNSHIP:
 DEED REFERENCE:
 ACREAGE:
 FARM/HISTORIC CODE:

REAL ESTATE VALUE: 2,445,366
 LESS EXCLUSION VALUE:
 PERSONAL PROP. VALUE:
 TOTAL TAXABLE VALUE: 2,445,366

VALUE SUBJECT
 TO LATE LISTING PENALTY:

FARM MACHINE AND EQUIPMENT VALUE AND TAX (NOTICE: THIS LINE FOR INFORMATION ONLY) TAX:

VALUE:

TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE
PROPERTY TAX	0.1450	3,545.78
LATE LISTING		354.58
TOTAL TAX AND FEES DUE		\$3,900.36

** NOW AVAILABLE **

You can now use credit/debit cards to pay your taxes online at www.paybill.com/indiantrail or by calling 1-866-440-5242. Please note a convenience fee will be charged by third party for using the service. Payments will still be accepted by mail or may be paid in person at Town Hall, 100 Navajo Trail, Indian Trail, NC with cash, check or money order.

QUESTIONS CONCERNING PAYMENT, CALL NUMBER LISTED AT THE TOP OF THIS FORM

▲ PLEASE KEEP THIS COPY FOR YOUR RECORDS ▲
 ▼ PLEASE RETURN THIS PORTION WITH PAYMENT ▼

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	DUE DATE	CORRECT AMOUNT IF PAID BY	TOTAL AMOUNT DUE
14-U	14-U	2209	9/01/09	9/01/09	1/05/2010	\$3,900.36

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN NEW ADDRESS BELOW

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

POSTMARK AFFIXED BY U.S. POSTAL SERVICE WILL BE ACCEPTED

MAKE CHECK PAYABLE & REMIT TO:

TOWN OF INDIAN TRAIL
 PO BOX 2430
 INDIAN TRAIL NC 28079-2430

WINDSTREAM NORTH CAROLINA INC
 C/O THOMSON REUTERS
 22 THOMSON PLACE
 BOSTON, MA 02210



TOWN OF WEDDINGTON
 1924 WEDDINGTON ROAD
 WEDDINGTON, NC 28104-7389

2009

Town of Weddington

DUE DATE: Property taxes are due and payable upon receipt and delinquent if not paid by January 5, 2010. Postmark affixed by U.S. Postal Service will be accepted.

FAILURE TO PAY: Taxes are delinquent after January 5, 2010 and subject to garnishment of wages, and/or bank deposits, levy on personal property and foreclosure proceedings.

INTEREST: 2% Interest assessed after January 5 plus additional interest of 3/4 of 1% on the first of each month thereafter until paid.

RETURNED CHECK PENALTIES/FEEES: A penalty of \$25 or 10% of the amount of check, whichever is greater, subject to Max of \$1,000 for returned checks because of insufficient funds or nonexistence of accounts as provided. G.S. # 105-357 (b)(2)

PERSONAL PROPERTY: Appeals on value, situs or taxability may be appealed within 30 days after the date of this notice. G.S. #105-317.1 (c)

ESCROW/MORTGAGE ACCOUNTS: The Property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay this notice, forward this to the appropriate mortgage holder.

WINDSTREAM NORTH CAROLINA INC
 C/O THOMSON REUTERS
 22 THOMSON PLACE
 BOSTON, MA 02210

ACCOUNT NUMBER	PROPERTY ID	DUEDATE	TAX YEAR	DELINQDTY	DELINQNTAFTER
6005	WINDSTREAM NORTH	09/23/2009	2009	09/01/2009	01/05/2010
Property Description:		PERSONAL PROPERTY		Total Assessed Value:	934,804
Real Property Value:		0		Deferment / Exemption:	
Personal Property Value:		934,804		Total Taxable Value:	934,804
TAXING DISTRICT / RATE PER \$100 SUPP		AMOUNT DUE			
WEDDINGTON \$0.03		280.44			
INTEREST/PENALTY		28.04			
ADJUSTMENTS		0.00			
LESS EXEMPTION		0.00			
TOTAL AMOUNT DUE		308.48			

OFFICE HOURS: 9:00AM - 1:00PM MONDAY, WEDNESDAY, FRIDAY. WHEN CALLING PLEASE HAVE YOUR ACCOUNT NUMBER AVAILABLE
 QUESTIONS CONCERNING PAYMENT: CALL COLLECTIONS 704-846-2709

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

BILL NUMBER	BILL DATE	TAX BEGIN	TAX END/DELINQNTAFTER	TOTAL AMOUNT	PROPERTY ID	PROPERTY DESCRIPTION
6005	09/23/2009	09/01/2009	01/05/2010	308.48	WINDSTREAM NORTH	PERSONAL PROPERTY
AMOUNT PAID						

**TO CHANGE YOUR MAILING ADDRESS, PLEASE
 EDIT YOUR ADDRESS BELOW**

WINDSTREAM NORTH CAROLINA INC
 C/O THOMSON REUTERS
 22 THOMSON PLACE
 BOSTON, MA 02210

MAKE CHECK PAYABLE & REMIT TO:

TOWN OF WEDDINGTON
 TAX COLLECTOR
 PO Box 78438
 Charlotte, NC 28271-7033

CWest's North Carolina General Statutes Annotated Currentness

Chapter 105. Taxation

Subchapter II. Listing, Appraisal, and Assessment of Property and Collection of Taxes on Property (Refs & Annos)Article 17. Administration of Listing→ **§ 105-312. Discovered property; appraisal; penalty**(a) Repealed by Laws 1991, c. 34, § 4.

(b) Duty to Discover and Assess Unlisted Property.--It shall be the duty of the assessor to see that all property not properly listed during the regular listing period be listed, assessed and taxed as provided in this Subchapter. The assessor shall file reports of such discoveries with the board of commissioners in such manner as the board may require.

(c) Carrying Forward Real Property.--At the close of the regular listing period each year, the assessor shall compare the tax lists submitted during the listing period just ended with the lists for the preceding year, and he shall carry forward to the lists of the current year all real property that was listed in the preceding year but that was not listed for the current year. When carried forward, the real property shall be listed in the name of the taxpayer who listed it in the preceding year unless, under the provisions of G.S. 105-302, it must be listed in the name of another taxpayer. Real property carried forward in this manner shall be deemed to be discovered property, and the procedures prescribed in subsection (d), below, shall be followed unless the property discovered is listed in the name of the taxpayer who listed it for the preceding year and the property is not subject to appraisal under either G.S. 105-286 or G.S. 105-287 in which case no notice of the listing and valuation need be sent to the taxpayer.

(d) Procedure for Listing, Appraising, and Assessing Discovered Property.--Subject to the provisions of subsection (c), above, and the presumptions established by subsection (f), below, discovered property shall be listed by the assessor in the name of the person required by G.S. 105-302 or G.S. 105-306. The discovery shall be deemed to be made on the date that the abstract is made or corrected pursuant to subsection (e) of this section. The assessor shall also make a tentative appraisal of the discovered property in accordance with the best information available to him.

When a discovery is made, the assessor shall mail a notice to the person in whose name the discovered property has been listed. The notice shall contain the following information:

- (1) The name and address of the person in whose name the property is listed;
- (2) A brief description of the property;
- (3) A tentative appraisal of the property;
- (4) A statement to the effect that the listing and appraisal will become final unless written exception thereto is filed with the assessor within 30 days from date of the notice.

Upon receipt of a timely exception to the notice of discovery, the assessor shall arrange a conference with the taxpayer to afford him the opportunity to present any evidence or argument he may have regarding the discovery. Within 15

days after the conference, the assessor shall give written notice to the taxpayer of his final decision. Written notice shall not be required, however, if the taxpayer signs an agreement accepting the listing and appraisal. In cases in which agreement is not reached, the taxpayer shall have 15 days from the date of the notice to request review of the decision of the assessor by the board of equalization and review or, if that board is not in session, by the board of commissioners. Unless the request for review by the county board is given at the conference, it shall be made in writing to the assessor. Upon receipt of a timely request for review, the provisions of G.S. 105-322 or G.S. 105-325, as appropriate, shall be followed.

(e) Record of Discovered Property.--When property is discovered, the taxpayer's original abstract (if one was submitted) may be corrected or a new abstract may be prepared to reflect the discovery. If a new abstract is prepared, it may be filed with the abstracts that were submitted during the regular listing period, or it may be filed separately with abstracts designated "Late Listings." Regardless of how filed, the listing shall have the same force and effect as if it had been submitted during the regular listing period.

(f) Presumptions.--When property is discovered and listed to a taxpayer in any year, it shall be presumed that it should have been listed by the same taxpayer for the preceding five years unless the taxpayer shall produce satisfactory evidence that the property was not in existence, that it was actually listed for taxation, or that it was not his duty to list the property during those years or some of them under the provisions of G.S. 105-302 and G.S. 105-306. If it is shown that the property should have been listed by some other taxpayer during some or all of the preceding years, the property shall be listed in the name of the appropriate taxpayer for the proper years, but the discovery shall still be deemed to have been made as of the date that the assessor first listed it.

(g) Taxation of Discovered Property.--When property is discovered, it shall be taxed for the year in which discovered and for any of the preceding five years during which it escaped taxation in accordance with the assessed value it should have been assigned in each of the years for which it is to be taxed and the rate of tax imposed in each such year. The penalties prescribed by subsection (h) of this section shall be computed and imposed regardless of the name in which the discovered property is listed. If the discovery is based upon an understatement of value, quantity, or other measurement rather than an omission from the tax list, the tax shall be computed on the additional valuation fixed upon the property, and the penalties prescribed by subsection (h) of this section shall be computed on the basis of the additional tax.

(h) Computation of Penalties.--Having computed each year's taxes separately as provided in subsection (g), above, there shall be added a penalty of ten percent (10%) of the amount of the tax for the earliest year in which the property was not listed, plus an additional ten percent (10%) of the same amount for each subsequent listing period that elapsed before the property was discovered. This penalty shall be computed separately for each year in which a failure to list occurred; and the year, the amount of the tax for that year, and the total of penalties for failure to list in that year shall be shown separately on the tax records; but the taxes and penalties for all years in which there was a failure to list shall be then totalled on a single tax receipt.

(h1) Repealed by Laws 1991, c. 624, § 1.

(i) Collection.--For purposes of tax collection and foreclosure, the total figure obtained and recorded as provided in subsection (h) of this section shall be deemed to be a tax for the fiscal year beginning on July 1 of the calendar year in which the property was discovered. The schedule of discounts for prepayment and interest for late payment applicable to taxes for the fiscal year referred to in the preceding sentence shall apply when the total figure on the single tax receipt is paid. Notwithstanding the time limitations contained in G.S. 105-381, any property owner who is required to pay taxes on discovered property as herein provided shall be entitled to a refund of any taxes erroneously paid on the same property to other taxing jurisdictions in North Carolina. Claim for refund shall be filed in the county where such tax was erroneously paid as provided by G.S. 105-381.

(j) Tax Receipts Charged to Collector.--Tax receipts prepared as required by subsections (h) and (i) of this section for the taxes and penalties imposed upon discovered property shall be delivered to the tax collector, and he shall be charged with their collection. Such receipts shall have the same force and effect as if they had been delivered to the collector at the time of the delivery of the regular tax receipts for the current year, and the taxes charged in the receipts shall be a lien upon the property in accordance with the provisions of G.S. 105-355.

(k) Power to Compromise.--After a tax receipt computed and prepared as required by subsections (g) and (h) of this section has been delivered and charged to the tax collector as prescribed in subsection (j), above, the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom. The board of commissioners may, by resolution, delegate the authority granted by this subsection to the board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act.

(l) Municipal Corporations.--The provisions of this section shall apply to all cities, towns, and other municipal corporations having the power to tax property. Such governmental units shall designate an appropriate municipal officer to exercise the powers and duties assigned by this section to the assessor, and the powers and duties assigned to the board of county commissioners shall be exercised by the governing body of the unit. When the assessor discovers property having a taxable situs in a municipal corporation, he shall send a copy of the notice of discovery required by subsection (d) to the governing body of the municipality together with such other information as may be necessary to enable the municipality to proceed. The governing board of a municipality may, by resolution, delegate the power to compromise, settle, or adjust tax claims granted by this subsection and by subsection (k) of this section to the county board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act.

CREDIT(S)

Amended by Laws 1963, c. 515; Laws 1971, c. 806, § 1; Laws 1973, c. 476, § 193; Laws 1973, c. 787; Laws 1977, c. 864; Laws 1981, c. 623, §§ 1, 2; Laws 1987, c. 45, § 1; Laws 1987, c. 743, §§ 1, 2; Laws 1989, c. 522, § 1; Laws 1991, c. 34, § 4; Laws 1991, c. 624, § 8; S.L. 1999-297, § 2, eff. July 1, 1999.

HISTORICAL AND STATUTORY NOTES

S.L. 1999-297, § 2, eff. July 14, 1999, and by § 4 made effective for taxes imposed for taxable years beginning on or after July 1, 1999 and repealed effective for taxes imposed for taxable years beginning on or after July 1, 2004, in subsec. (h), in the first sentence, substituted "(g) of this section," for "(g), above," and added the third sentence, which read, "The penalty provided in this section does not apply to real property if there have been no improvements to the property since it was last listed and there has been no change in ownership since it was last listed."

CWest's North Carolina General Statutes Annotated Currentness

Chapter 105. Taxation

Subchapter II. Listing, Appraisal, and Assessment of Property and Collection of Taxes on Property (Refs & Annos)Article 23. Public Service Companies

→ § 105-334. Duty to file report; penalty for failure to file

(a) Every public service company, whether incorporated under the laws of this State or any other state or any foreign nation, whose property is subject to taxation in this State, shall prepare and deliver to the Department of Revenue each year a report showing (as of January 1) such information with regard to the property it owns and the system property it leases as the Department of Revenue may by regulation prescribe. This report shall be filed on or before the last day of March, and the following affirmation, which shall be annexed to the report, shall be signed by a principal officer of the public service company making the report:

Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief this report, including any accompanying statements, inventories, schedules, and other information is true and complete.

(b) Any individual who willfully subscribes a report required by this section which he does not believe to be true and correct as to every material matter shall be guilty of a Class 2 misdemeanor.

(c) For good cause the Department may grant reasonable extensions of time for filing the required reports.

(d) The Department may require any additional reports or information it deems necessary to properly carry out its duties under this Article.

(e) The provisions of G.S. 105-291 and 105-312 are made specifically applicable to all proceedings taken under this Article.

CREDIT(S)

Amended by Laws 1943, c. 634, § 3; Laws 1965, c. 287, § 17; Laws 1971, c. 806, § 1; Laws 1973, c. 476, § 193; Laws 1993, c. 539, § 721; Laws 1994 (1st Ex. Sess.), c. 24, § 14(c), eff. March 26, 1994.

HISTORICAL AND STATUTORY NOTES

Laws 1993, c. 539, § 1359, provides:

"This act becomes effective October 1, 1994, and applies to offenses occurring on or after that date. Prosecutions for offenses committed before the effective date of this act are not abated or affected by this act, and the statutes that would be applicable but for this act remain applicable to those prosecutions." [Amended by Laws 1994, Ex.Sess., c. 24, § 14(c), eff. March 26, 1994.]

Laws 1993, c. 539, was ratified July 24, 1993.

CWest's North Carolina General Statutes Annotated Currentness

Chapter 105. Taxation

Subchapter II. Listing, Appraisal, and Assessment of Property and Collection of Taxes on Property (Refs & Annos)Article 23. Public Service Companies

→ § 105-335. Appraisal of property of public service companies

(a) Duty to Appraise.--In accordance with the provisions of subsection (b), below, the Department of Revenue shall appraise for taxation the true value of each public service company (other than bus line, motor freight carrier, and airline companies) as a system (both inside and outside this State). Certain specified properties of bus line, motor freight carrier, and airline companies shall be appraised by the Department in accordance with the provisions of subsection (c), below, and all other properties of such companies shall be listed, appraised, and assessed in the manner prescribed by this Subchapter for the properties of taxpayers other than public service companies.

(b) Property of Public Service Companies Other Than Those Noted in Subsection (c).--

- (1) System Property.--Each year, as of January 1, the Department of Revenue shall appraise at its true value (as defined in G.S. 105-283) the system property used by each public service company both inside and outside this State. Property leased by a public service company shall be included in appraising the value of its system property if necessary to ascertain the true value of the company's system property.
- (2) Nonsystem Personal Property.--Each year as of January 1, the Department shall appraise at its true value (as defined in G.S. 105-283) each public service company's nonsystem tangible personal property subject to taxation in this State.
- (3) Nonsystem Real Property.--In accordance with the county in which the public service company's nonsystem real property is located and the schedules set out in G.S. 105-286 and 105-287, the Department of Revenue shall appraise at its true value (as defined in G.S. 105-283) each public service company's nonsystem real property subject to taxation in this State.

(c) Property of Bus Line, Motor Freight Carrier, and Airline Companies.--

- (1) Bus Company Rolling Stock.--Each year as of January 1, the Department shall appraise at its true value (as defined in G.S. 105-283) the rolling stock owned or leased by or operated under the control of each bus line company, which bus line company is domiciled in this State or which is regularly engaged in business in this State.
- (2) Motor Freight Carrier Company Rolling Stock.--Each year as of January 1, the Department shall appraise at its true value (as defined in G.S. 105-283) the rolling stock owned by a motor freight carrier company or leased by a motor freight carrier company and operated by its employees which motor freight carrier company is domiciled in this State or is regularly engaged in business in this State at a terminal owned or leased by the carrier.
- (3) Flight Equipment.--Each year, as of January 1, the Department shall appraise at its true value (as defined in G.S. 105-283) the flight equipment owned or leased by or operated under the control of each airline company

that is domiciled in the State or that is regularly engaged in business at some airport in this State.

CREDIT(S)

Amended by Laws 1963, c. 784, § 2; Laws 1969, c. 1279; Laws 1971, c. 806, § 1; Laws 1973, c. 476, § 193; Laws 1973, c. 783, § 6; Laws 1973, c. 1180.

CWest's North Carolina General Statutes Annotated Currentness

Chapter 105. Taxation

Subchapter II. Listing, Appraisal, and Assessment of Property and Collection of Taxes on Property (Refs & Annos)Article 23. Public Service Companies→ § 105-343. **Penalty for failure to make required reports**

Any public service company which fails or refuses to prepare and deliver to the Department of Revenue any report required by this Article shall forfeit and pay to the State of North Carolina one hundred dollars (\$100.00) for each day the report is delayed beyond the date on which it is required to be submitted. This penalty may be recovered in an action in the appropriate division of the General Court of Justice of Wake County in the name of the State on the relation of the Secretary of Revenue. When collected, the penalty shall be paid into the general fund of the State. The Secretary shall have the power to reduce or waive the penalty provided in this section for good cause.

CREDIT(S)

Amended by Laws 1971, c. 806, § 1; Laws 1973, c. 476, § 193.


4001 N. Rodney Parham Rd.
Little Rock, Arkansas 72212



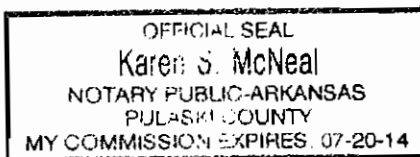
TO WHOM IT MAY CONCERN:

Windstream Corporation and its operating entities and affiliates hereby appoint and authorize Thomson Reuters (Property Tax Services) Inc. as taxpayer representative for all matters pertaining to ad valorem taxes. Thomson Reuters (Property Tax Services) Inc. has the right to file returns, examine records, obtain all tax statements and discuss or appeal any tax assessments to the proper authorities. Thomson Reuters (Property Tax Services) Inc. is further authorized to review and receive copies of any prior year's property tax returns, letters of appeal, and all information and documentation presented to taxing authorities or boards of competent jurisdiction in support of any appeal on behalf of Windstream Corporation and its operating entities and affiliates. Thomson Reuters (Property Tax Services) Inc. is authorized to act as taxpayer representative with those aforementioned rights on properties owned or controlled by the undersigned entity.

The rights, powers, and authorization of Thomson Reuters (Property Tax Services) Inc. herein granted shall commence upon the execution of this letter of authorization and shall remain in effect until such time as Thomson Reuters (Property Tax Services) Inc.'s contractual obligations have legally expired or have been terminated.

BY: 
NAME: [Name] Brad Brannon
TITLE: [Title] Staff Manager - Finance
DATE: April 13, 2009

Sworn and subscribed before me this 13th day of April, 2009



Karen S. McNeal (SEAL)
Notary Public
My Commission expires: July 20, 2014



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

MEMORANDUM

TO: John C. Petoskey
FROM: Becky E. Helms
DATE: November 24, 2009
RE: Windstream North Carolina, Inc.
Account Numbers 50035630, 50035630A, 50035630B and
50100941

We received a letter, requesting the waiver of the late listing penalties, from the above mentioned taxpayer's representative, Thomson Reuters. This taxpayer is considered a public service company, thus its taxable property is assessed by the North Carolina Department of Revenue.

Public service companies are required to annually file their listing reports with the Department of Revenue by March 31. Windstream did not file its listing reports with the Department of Revenue until May 31, 2009. Therefore, the taxpayer received the statutory ten percent (10%) late listing penalties on all of its Union County accounts. This taxpayer has a total 2009 taxable value on the four accounts mentioned above in the amount of \$43,263,497. The total amount of the unpaid Union County tax bills is \$263,458.22, of which \$23,950.75 is late listing penalties.

I recommend that the request for the waiver of the late listing penalties be denied.



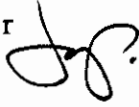
UNION COUNTY
Office of the Tax Administrator
500 N. Main Street, Suite 236
P.O. Box 97
Monroe, NC 28111-0097

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Jeff Crook, Senior Staff Attorney

FROM: John Petoskey, Tax Administrator 

DATE: November 24, 2009

RE: Windstream North Carolina, Inc.
Account Numbers 50035630, 50035630A, 50035630B and
50100941

With respect to the waiver of the late listing penalty request, from the above mentioned taxpayer's representative, Thomson Reuters please find attached, a recommendation from our Personal Property Section Supervisor, Becky Helms to deny said request.

I would concur with Becky's recommendation to deny and I would add that the majority of the counties recently surveyed as to their intended action on this case, have also recommended to deny the request. The tax representative for Windstream had filed a similar request to have penalties waived in any county where they had property and were required to file.

Windstream North Carolina

Good afternoon everyone. For those counties that received a letter from Jeff Binkley regarding Windstream Carolina, let me briefly give you the events that transpired.

All Public Service Companies are required to annually file their report with our office by March 31st. We didn't receive Windstream's report until May 31, 2009. After notifying Mr. Binkley of the 2009 appraised value and that a 10% penalty was applicable, he explained to me that his firm and Windstream had both assumed that the other had sent our office a May 31 extension request to file the 2009 report.

I agree with what Mr. Binkley has stated in his letter dated November 4, 2009 except I do feel that G.S. 105-312 applies. Windstream Carolina's prior years filings with our office have always been filed on a timely basis.

If anyone wishes to discuss, feel free to contact me.

Bill Wilkes
North Carolina Department of Revenue
PO.. Box 871
Raleigh, N.C. 27602

919 733-7711 -----

E-Mail correspondence to and from this sender may be subject to the
North Carolina Public Records Law, and may be disclosed to third parties.

REFUNDS NOVEMBER 2009

2009											
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	SpringsGT	StallGT	WaxhawC	WesleyGT	Totals
07117781	FERRARA MICHAEL F	6074	45,000		299.25			18.27			317.52
07111056	MEIDLING GEORGE C	6075	45,000		299.25			18.27			317.52
09397112	POWELL CLEVON J	6076	45,000		299.25						299.25
04276019	LITTLE TIMOTHY D	6077	45,000		299.25		13.77				313.02
03177012B	EARNHART WILLIAM HOLT &	6082	13,340		88.72						88.72
06048045	HARKINS MICHAEL SCOTT &	6085	41,220		274.11					7.87	281.98
09237038	PALLADINO EDNA & ROSEM	6112	45,000		299.25						299.25
05120002B	DEUTSCHE BANK TRUST CO	6113	104,080		692.13				25.81		717.94
50101393	TIENDA MEXICANITA	6117		25,000	166.25	16.63					182.88
Totals-2009			383,640	25,000	2,717.46	16.63	13.77	36.54	25.81	7.87	2,818.08
2008											
03177012B	EARNHART WILLIAM HOLT &	6083	13,340		88.72						88.72
06048045	HARKINS MICHAEL SCOTT &	6086	41,220		274.11					7.87	281.98
06123020	HOWIE EDWARD STEVENS	6093	12,020		79.93					2.29	82.22
06123019B	HOWIE EDWARD STEVENS	6095	114,330		760.30					21.83	782.13
05015006	HAWKS JAMES MAXIE & AD	6111	285,590		1,899.17						1,899.17
Totals-2008			466,500	-	3,102.23	-	-	-	-	31.99	3,134.22
2007											
06048045	HARKINS MICHAEL SCOTT &	6087	48,810		347.08					8.15	355.23
50058036	CAROLINA BONE & JOINT	6104		22,940	163.13	16.31					179.44
Totals-2007			48,810	22,940	510.21	16.31	-	-	-	8.15	534.67
GRAND TOTALS			898,950	47,940	6,329.90	32.94	13.77	36.54	25.81	48.01	6,486.97

AGENDA ITEM
 # 95a
 MEETING DATE 12.14.09

RELEASES NOVEMBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	HembyG	HembyL	StallGT	StallLL	WesleyGT	AllensFF	UnionvilleFF	WingateTT	
04201012	RICHARDSON DELOR	6078	45,625		303.40										
04297006	STARNES CURTIS WA	6079	45,000		299.25										
03138009	TIPPINS MARGARET J	6080	166,450		1,106.89										
09143004J	LEE PARK BAPTIST CH	6081	55,500		369.08								4.37		
08234002H	TRAYWICK RUBY E &	6084	30,880		205.35								4.37		
09327001S	FIELDSTONE TOWNH	6088	26,060		173.29										
07087007	RADIATOR SPECIALTY	6089	44,250		294.26				17.97						
03015009C	WILLIAMS JONATHAN	6090	88,600		589.19							45.00			
07027033 80	TYSON CARLTON TRU	6091	38,120		253.50										
06123020	HOWIE EDWARD STE	6092	12,020		79.93						2.29				
06123019B	HOWIE EDWARD STE	6094	114,330		760.30						21.83				
50076133	BEAVER BOBBY LEWI	6096		12,762	84.87										
50079353	WELLS FARGO FINAN	6097		30,451	202.50										
50074195	US BANCORP EQUIPM	6098		20,007	133.05		9.86								
50075391	3 STAR ENTERPRISE	6099		69,390	461.44				28.17						
50032162	PENSKE TRUCK LEAS	6100		31,200	207.48				12.67						
50078629	LONG DENNIS P & MA	6101		1,160	7.71										
500101661	SCOTT CLARK'S TOY	6102		1,500,000	9,975.00	997.50			609.00	60.90					
50102942	CAROLINA CLINICS PA	6103		200,000	1,330.00	133.00									
50095847	WILLIAMS JAMES STE	6105		10,150	67.50	6.75									
50094734	LOS HERMANOS INC	6107		21,110	140.32	14.03									
09213025	HELMS KENNETH D &	6109	28,690		190.79										
05015006	HAWKS JAMES MAXIE	6110	285,590		1,899.17										
50102191	A V INTERIORS	6114		23,500	156.27	16.63	11.59	1.23							
50101636	C K HAMSON GROUP	6115		25,000	166.25	16.63			10.15	1.02					
50096519	RUDY'S LAWN SERVIC	6116		12,824										50.01	
50065578	ROYAL CUP	6118		5,550		3.69									
01105013	GADDY PEGGY T	6119	94,390		627.69										
Totals-2009			1,075,505	1,963,104	20,084.48	1,188.23	21.45	1.23	677.96	61.92	24.12	45.00	8.74	50.01	

MEETING DATE 12-11-09

9/56
AGENDA ITEM

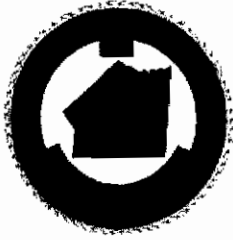
RELEASES NOVEMBER 2009

2009														
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	HembyG	HembyL	StalIGT	StalILL	WesleyGT	AllensFF	UnionvilleFF	WingateTT
2008														
50095847	WILLIAMS JAMES STE	6106		10,688		71.08	7.11							
50094734	LOS HERMANOS INC	6108		18,350		122.03	12.20							
Totals-2008					29,038	193.11	19.31	-	-	-	-	-	-	-
GRAND TOTALS			1,075,505	1,992,142	20,277.59	1,207.54	21.45	1.23	677.96	61.92	24.12	45.00	8.74	50.01

RELEASES NOVEMBER 2009

2009						
Acct #	Name	Release #	Real Value	Pers. Value	WingateLLP	Totals
04201012	RICHARDSON DELOR	6078	45,625			303.40
04297006	STARNES CURTIS WA	6079	45,000			299.25
03138009	TIPPINS MARGARET J	6080	166,450			1,106.69
09143004J	LEE PARK BAPTIST CH	6081	55,500			373.45
08234002H	TRAYWICK RUBY E &	6084	30,880			209.72
09327001S	FIELDSTONE TOWNH	6088	26,060			173.29
07087007	RADIATOR SPECIALTY	6089	44,250			312.23
03015009C	WILLIAMS JONATHAN	6090	88,600			634.19
07027033 80	TYSON CARLTON TRU	6091	38,120			263.60
06123020	HOWIE EDWARD STE	6092	12,020			82.22
06123019B	HOWIE EDWARD STE	6094	114,330			782.13
50076133	BEAVER BOBBY LEWIS	6096		12,762		84.87
50079353	WELLS FARGO FINAN	6097		30,451		202.50
50074195	US BANCORP EQUIPM	6098		20,007		142.91
50075391	3 STAR ENTERPRISE	6099		69,390		489.61
50032162	PENSKE TRUCK LEAS	6100		31,200		220.16
50078629	LONG DENNIS P & MA	6101		1,160		7.71
500101661	SCOTT CLARK'S TOYS	6102		1,500,000		11,642.40
50102942	CAROLINA CLINICS PA	6103		200,000		1,463.00
50095847	WILLIAMS JAMES STE	6105		10,150		74.25
50094734	LOS HERMANOS INC	6107		21,110		154.35
09213025	HELMS KENNETH D &	6109	28,690			190.79
05015006	HAWKS JAMES MAXIE	6110	285,590			1,899.17
50102191	A V INTERIORS	6114		23,500		185.72
50101636	C K HAMSON GROUP	6115		25,000		194.06
50096519	RUDY'S LAWN SERVIC	6116		12,824		60.01
50065578	ROYAL CUP	6118		5,550		3.69
01105013	GADDY PEGGY T	6119	94,390			627.69
Totals-2009			1,076,505	1,963,104	-	22,163.14

RELEASES NOVEMBER 2009						
2009						
Acct #	Name	Release #	Real Value	Pers. Value	Wingate.LP	Totals
2008						
50095847	WILLIAMS JAMES STE	6106		10,688		78.19
50094734	LOS HERMANOS INC	6108		18,350		134.23
Totals-2008				29,038	-	212.42
GRAND TOTALS						
			1,076,505	1,992,142	-	22,375.56



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

AGENDA ITEM
9/5c
704-283-3746
704-292-2588 Fax
MEETING DATE 12-14-09
John C. Petoskey
Tax Administrator

MEMORANDUM

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

I hereby certify the **SIXTH** 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 11/01/2009 to 11/30/2009

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

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	Count	-----Total----- ---Value---	-----Tax-----
10	County.....	CN999999	2009	2008	703	6,840,296	44,950.76
10	County.....	CN999999	2009	2009	15,253	149,746,550	995,788.66
Totals.....					15,956	156,586,846	1,040,739.42
Totals.....					0	0	.00
32	Fire Dist - Springs.....	FR015	2009	2008	35	344,705	107.43
32	Fire Dist - Springs.....	FR015	2009	2009	865	7,779,503	2,380.62
39	Fire Dist - Stallings....	FR020	2009	2008	67	671,465	253.63
39	Fire Dist - Stallings....	FR020	2009	2009	1,424	14,808,542	6,012.32
38	Fire dist - Hemby Bridge..	FR023	2009	2008	79	647,225	312.20
38	Fire dist - Hemby Bridge..	FR023	2009	2009	1,779	18,215,840	8,980.54
37	Fire dist - Wesley Chapel:	FR026	2009	2008	97	1,365,988	261.93
37	Fire dist - Wesley Chapel:	FR026	2009	2009	2,390	32,145,224	6,139.53
34	Fire Dist - Waxhaw.....	FR028	2009	2008	37	417,700	103.79
34	Fire Dist - Waxhaw.....	FR028	2009	2009	1,044	10,358,790	2,569.92
Totals.....					7,817	86,754,982	27,121.91
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	13	243,450	121.75
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	293	4,432,532	2,217.01
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	105	780,217	4,264.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	2,230	17,386,959	96,726.00
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	4	48,010	187.24
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	177	1,283,272	4,976.71
78	220120 Taxes Payable - Marshville...	MN04000	2009	2008	8	49,175	172.72
78	220120 Taxes Payable - Marshville...	MN04000	2009	2009	161	1,105,175	4,199.65
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	24	296,120	1,009.04
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	548	6,391,746	21,741.66
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	91	921,965	1,288.76
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	2,132	22,757,265	32,998.74
78	220140 Taxes Payable - Stallings....	MN07000	2009	2008	41	393,685	785.67
78	220140 Taxes Payable - Stallings....	MN07000	2009	2009	951	9,963,562	21,422.04
78	220160 Taxes Payable - Weddington...	MN08000	2009	2008	22	265,129	84.66
78	220160 Taxes Payable - Weddington...	MN08000	2009	2009	756	9,561,477	2,868.77
78	220115 Taxes Payable - Lake Park....	MN09000	2009	2008	12	110,320	231.70
78	220115 Taxes Payable - Lake Park....	MN09000	2009	2009	231	2,342,766	5,388.45
78	220175 Taxes Payable - Fairview.....	MN09300	2009	2008	14	136,900	29.02
78	220175 Taxes Payable - Fairview.....	MN09300	2009	2009	152	1,450,440	219.00
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2009	2008	4	39,640	9.99
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2009	2009	87	758,161	189.66

Motor Vehicle Billing Summary for the period 11/01/2009 to 11/30/2009

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

---Bdg No---	-----Description-----	--Key--	Bill Rate		Count	-----Total-----	
			Year	Year		---Value --	----Tax----
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	14	166,230	30.61
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009	435	5,154,274	850.47
78 220135	Taxes Payable - Unionville...	MN09800	2009	2008	24	272,892	54.61
78 220135	Taxes Payable - Unionville...	MN09800	2009	2009	409	3,506,553	701.37
78 220155	Taxes Payable - Mnrl Sprngs...	MN09900	2009	2008	8	81,670	20.43
78 220155	Taxes Payable - Mnrl Sprngs...	MN09900	2009	2009	209	1,690,677	422.94
Totals.....:					9,155	91,590,262	203,212.67
Grand Totals.....:							1,271,074.00

--- 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: 11/01/2009 to 11/30/2009

Mn Cd	-----Text-----	Count	-----Value---	-----Spc Tax---
02000	Monroe Vehicle Tax \$5.00	2,241	17,811,143	11,205.00

- - - E N D - - -



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

AGENDA ITEM
9/5d
MEETING DATE 12-14-09
~~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: November 30, 2009

RE: **Fifth** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **11/01/2009 –11/30/2009**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP;jw

(Finance)

Assessor Release Register for the period 11/01/2009 to 11/30/2009

(Summary)

Bdg No	Description	Key	Bill Rate		Total		
			Year	Year	Value	Tax	Int
10	County	CN99999	2007	2007	11,200	79.64-	14.57-
10	County	CN99999	2008	2008	83,512	555.36-	39.91-
10	County	CN99999	2009	2007	5,621	39.97	.80-
10	County	CN99999	2009	2008	150,159	1,042.22-	21.78-
10	County	CN99999	2009	2009	541,055	3,724.05-	.00
Net Totals					791,547	5,441.24-	77.06-
Net Totals					0	.00	.00
32	Fire Dist - Springs	FR015	2009	2008	18,075	5.53-	.11-
32	Fire Dist - Springs	FR015	2009	2009	34,196	10.48-	.00
39	Fire Dist - Stallings	FR020	2009	2007	90,536	23.72	.65
39	Fire Dist - Stallings	FR020	2009	2008	78,012	31.68	.88
39	Fire Dist - Stallings	FR020	2009	2009	70,360	28.57-	.00
38	Fire dist - Hemby Bridge	FR023	2009	2008	40,826	20.13-	.58-
38	Fire dist - Hemby Bridge	FR023	2009	2009	50,531	24.90-	.00
37	Fire dist - Wesley Chapel	FR026	2007	2007	11,200	1.87-	.25-
37	Fire dist - Wesley Chapel	FR026	2008	2008	16,260	3.11-	.22-
37	Fire dist - Wesley Chapel	FR026	2009	2008	16,990	3.25-	.07-
37	Fire dist - Wesley Chapel	FR026	2009	2009	35,347	6.73-	.00
34	Fire Dist - Waxhaw	FR028	2009	2007	5,621	2.88-	.06-
34	Fire Dist - Waxhaw	FR028	2009	2008	26,983	6.69-	.14-
34	Fire Dist - Waxhaw	FR028	2009	2009	7,593	1.88-	.00
Net Totals					165,434	60.62-	.10
78	220125 Taxes Payable - Marvin	MN01000	2009	2009	19,443	9.72-	.00
78	220130 Taxes Payable - Monroe	MN02000	2009	2007	90,536	502.95-	13.83-
78	220130 Taxes Payable - Monroe	MN02000	2009	2008	94,422	477.39-	12.43-
78	220130 Taxes Payable - Monroe	MN02000	2009	2009	114,701	536.80-	.00
78	220120 Taxes Payable - Marshville	MN04000	2009	2009	2,224	8.45-	.00
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2007	5,621	19.11-	.38-
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2008	26,983	91.73-	1.84-
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2009	4,978	16.92-	.00
78	220110 Taxes Payable - Indian Trail	MN06000	2008	2008	30,470	44.18-	2.53-
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2007	90,536	135.80	3.74
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2008	78,012	103.59	2.78
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2009	37,439	54.30-	.00
78	220140 Taxes Payable - Stallings	MN07000	2009	2009	80,637	173.36-	.00
78	220160 Taxes Payable - Weddington	MN08000	2007	2007	11,200	3.36-	.73-
78	220160 Taxes Payable - Weddington	MN08000	2008	2008	17,782	5.33-	.42-
78	220160 Taxes Payable - Weddington	MN08000	2009	2008	8,450	2.54-	.07-

(Finance)

Assessor Release Register for the period 11/01/2009 to 11/30/2009

(Summary)

78	220160	Taxes Payable - Weddington...	MN08000	2009	2009	2,495	.74-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009	3,280	.55-	.00
78	220135	Taxes Payable - Unionville...	MN09800	2009	2008	2,401	.48-	.00
78	220135	Taxes Payable - Unionville...	MN09800	2009	2009	1,390	.28-	.00
78	220155	Taxes Payable - Mnrl Sprngs..:	MN09900	2009	2008	18,075	4.52-	.09-
78	220155	Taxes Payable - Mnrl Sprngs..:	MN09900	2009	2009	28,037	7.01-	.00
Net Totals.....:						432,016	1,720.33-	25.80-
84	220000	NC State Interest.....:	NC00000	2007	2007	0	.00	2.54-
84	220000	NC State Interest.....:	NC00000	2008	2008	0	.00	18.24-
84	220000	NC State Interest.....:	NC00000	2009	2007	0	.00	12.16-
84	220000	NC State Interest.....:	NC00000	2009	2008	0	.00	39.84-
Net Totals.....:						0	.00	72.78-
Net Grand Totals.....:							7,222.19-	175.54-



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

AGENDA ITEM
9/5e
MEETING DATE 12-14-09
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: November 30, 2009
RE: **Fifth** Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **11/01/2009 – 11/30/2009**. The refunds represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Refund Register for the period 11/01/2009 to 11/30/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Int-----
10	County.....	CN99999	2004	2003	0	53.20-	.00
10	County.....	CN99999	2004	2004	640	109.70-	.00
10	County.....	CN99999	2005	2004	0	43.44-	.00
10	County.....	CN99999	2005	2005	11,220	241.26-	.00
10	County.....	CN99999	2006	2006	9,680	252.78-	.00
10	County.....	CN99999	2007	2007	26,327	369.77-	.00
10	County.....	CN99999	2008	2008	43,212	402.60-	.00
10	County.....	CN99999	2009	2008	10,808	95.36-	.00
10	County.....	CN99999	2009	2009	36,235	240.94-	.00
Net Totals.....					138,122	1,809.05-	.00
76	School dist - Monroe.....	SC100	2004	2003	12,730	.00	.00
76	School dist - Monroe.....	SC100	2004	2004	25,210	.00	.00
76	School dist - Monroe.....	SC100	2005	2004	10,550	.00	.00
76	School dist - Monroe.....	SC100	2005	2005	40,960	.00	.00
77	School dist - County.....	SC999	2004	2003	12,730-	7.03-	.00
77	School dist - County.....	SC999	2004	2004	24,570-	14.64-	.00
77	School dist - County.....	SC999	2005	2004	10,550	5.80-	.00
77	School dist - County.....	SC999	2005	2005	29,740-	30.16-	.00
Net Totals.....					11,860	57.63-	.00
39	Fire Dist - Stallings.....	FR020	2008	2008	24,480	.00	.00
39	Fire Dist - Stallings.....	FR020	2009	2008	0	1.35-	.00
39	Fire Dist - Stallings.....	FR020	2009	2009	11,787	4.79-	.00
38	Fire dist - Hemby Bridge..	FR023	2009	2009	12,082	5.96-	.00
37	Fire dist - Wesley Chapel:	FR026	2004	2003	12,730-	1.70-	.00
37	Fire dist - Wesley Chapel:	FR026	2004	2004	24,570-	2.93-	.00
37	Fire dist - Wesley Chapel:	FR026	2005	2004	10,550-	1.16-	.00
37	Fire dist - Wesley Chapel:	FR026	2005	2005	40,340-	4.86-	.00
37	Fire dist - Wesley Chapel:	FR026	2006	2006	36,120-	4.65-	.00
37	Fire dist - Wesley Chapel:	FR026	2007	2007	30,940-	4.15-	.00
37	Fire dist - Wesley Chapel:	FR026	2008	2008	11,100-	1.86-	.00
37	Fire dist - Wesley Chapel:	FR026	2009	2009	9,465	1.82-	.00
34	Fire Dist - Waxhaw.....	FR028	2009	2008	3,160	.78-	.00
34	Fire Dist - Waxhaw.....	FR028	2009	2009	2,253	.56-	.00
Net Totals.....					103,123-	36.57-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2004	2003	12,730	.00	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2004	2004	25,210	.00	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2005	2004	10,550	.00	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2005	2005	40,960	.00	.00

(Finance)

Assessor Refund Register for the period 11/01/2009 to 11/30/2009

(Summary)

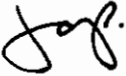
78	220130	Taxes Payable - Monroe.....	MN02000	2006	2006	36,730	.00	.00
78	220130	Taxes Payable - Monroe.....	MN02000	2007	2007	31,550	.00	.00
78	220130	Taxes Payable - Monroe.....	MN02000	2008	2008	11,690	.00	.00
78	220130	Taxes Payable - Monroe.....	MN02000	2009	2008	4,040	25.00-	.00
78	220150	Taxes Payable - Waxhaw.....	MN05000	2009	2009	2,253	7.66-	.00
78	220110	Taxes Payable - Indian Trail..	MN06000	2009	2008	0	4.90-	.00
78	220110	Taxes Payable - Indian Trail..	MN06000	2009	2009	648	.94-	.00
78	220140	Taxes Payable - Stallings....	MN07000	2008	2008	24,480	.00	.00
78	220140	Taxes Payable - Stallings....	MN07000	2009	2009	11,787	25.34-	.00
78	220115	Taxes Payable - Lake Park....	MN09000	2009	2009	12,082	27.79-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2004	2003	12,730-	2.01-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2004	2004	24,570-	4.18-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2005	2004	10,550-	1.65-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2005	2005	40,340-	6.47-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2006	2006	36,120-	6.14-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2007	2007	30,940-	4.98-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2008	11,100-	1.62-	.00
78	220135	Taxes Payable - Unionville...	MN09800	2008	2008	24,480-	1.72-	.00
Net Totals.....						33,880	120.40-	.00
84	220000	NC State Interest.....	NC00000	2007	2007	0	.00	.00
84	220000	NC State Interest.....	NC00000	2008	2008	0	.00	.00
Net Totals.....						0	.00	.00
Net Grand Totals.....							2,023.65-	.00



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

AGENDA ITEM
9/5f
MEETING DATE 12-14-09
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: November 13, 2009

SUBJECT: Departmental Monthly Report

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

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

Attachment

JP/PH

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

OCTOBER 31, 2009 REGULAR TAX	2009	2008	2007	2006
BEGINNING CHARGE	147,374,226.74	143,611,463.35	116,285,205.34	96,269,285.10
DISCOVERIES	125,902.62			
FARM DEFERMENTS	9,005.79	8,969.68	3,176.96	2,761.66
RELEASES	(98,422.45)	(2,489.01)	(435.44)	(381.90)
TOTAL CHARGE	147,410,712.70	143,617,944.02	116,287,946.86	96,271,664.86
BEGINNING COLLECTIONS	9,680,290.01	140,623,481.25	115,514,102.10	95,823,512.78
COLLECTIONS	6,515,607.29	173,227.69	25,389.74	6,053.90
TOTAL COLLECTIONS	16,195,897.30	140,796,708.94	115,539,491.84	95,829,566.68
BALANCE OUTSTANDING	131,214,815.40	2,821,235.08	748,455.02	442,098.18
PERCENTAGE OF REGULAR	10.99%	98.04%	99.36%	99.54%
OCTOBER 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	3,894,811.71	11,734,065.91	12,061,788.11	10,333,907.13
5TH MOTOR VEHICLE BILLING	1,020,998.88			
ASSESSOR RELEASE	(5,781.87)	(993.47)	(53.97)	
ASSESSOR REFUND	(193.43)	(810.15)	(311.07)	(127.34)
COLLECTOR RELEASE	(6,758.84)	(768.61)		
COLLECTOR REFUND	(526.09)	(485.07)		
REIMBURSEMENTS	2,046.74	2,068.16	463.55	
ADJUSTMENTS	17.11	6.27		
TOTAL CHARGE	4,904,614.21	11,733,083.04	12,061,886.62	10,333,779.79
BEGINNING COLLECTIONS	2,405,821.16	11,165,192.70	11,905,358.33	10,240,621.22
COLLECTIONS	841,059.32	53,054.08	3,435.57	344.59
TOTAL COLLECTIONS	3,246,880.48	11,218,246.78	11,908,793.90	10,240,965.81
BALANCE OUTSTANDING	1,657,733.73	514,836.26	153,092.72	92,813.98
PERCENTAGE OF MOTOR VEHICLE	66.20%	95.61%	98.73%	99.10%
OVERALL CHARGED	152,315,326.91	155,351,027.06	128,349,833.48	106,605,444.65
OVERALL COLLECTED	19,442,777.78	152,014,955.72	127,448,285.74	106,070,532.49
OVERALL PERCENTAGE	12.76%	97.85%	99.30%	99.50%

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

OCTOBER 31, 2009 REGULAR TAX	2005	2004	2003	2002
BEGINNING CHARGE	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
DISCOVERIES				
FARM DEFERMENTS				
RELEASES	(375.11)			
TOTAL CHARGE	86,248,443.74	75,936,883.58	60,651,659.92	51,673,900.40
BEGINNING COLLECTIONS	85,995,753.25	75,766,147.11	60,531,190.86	51,587,241.65
COLLECTIONS	794.57	1,049.10	776.65	8.53
TOTAL COLLECTIONS	85,996,547.82	75,767,196.21	60,531,967.51	51,587,250.18
BALANCE OUTSTANDING	251,895.92	169,687.37	119,692.41	86,650.22
PERCENTAGE OF REGULAR	99.71%	99.78%	99.80%	99.83%
OCTOBER 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
5TH MOTOR VEHICLE BILLING				
ASSESSOR RELEASE				
ASSESSOR REFUND				
COLLECTOR RELEASE				
COLLECTOR REFUND				
REIMBURSEMENTS				
ADJUSTMENTS				
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS				
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	86,248,443.74	75,936,883.58	60,651,659.92	51,673,900.40
OVERALL COLLECTED	85,996,547.82	75,767,196.21	60,531,967.51	51,587,250.18
OVERALL PERCENTAGE	99.71%	99.78%	99.80%	99.83%

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

OCTOBER 31, 2009 REGULAR TAX	2001	2000	1999
BEGINNING CHARGE	48,122,649.67	43,552,864.81	40,736,778.57
DISCOVERIES			
FARM DEFERMENTS			
RELEASES			
TOTAL CHARGE	48,122,649.67	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	48,059,047.07	43,509,174.92	40,698,066.08
COLLECTIONS	4.51	56.48	212.05
TOTAL COLLECTIONS	48,059,051.58	43,509,231.40	40,698,278.13
BALANCE OUTSTANDING	63,598.09	43,633.41	38,500.44
PERCENTAGE OF REGULAR	99.87%	99.90%	99.91%
OCTOBER 31, 2009 MOTOR VEHICLE			
BEGINNING CHARGE	-	-	-
5TH MOTOR VEHICLE BILLING	-	-	-
ASSESSOR RELEASE	-	-	-
ASSESSOR REFUND	-	-	-
COLLECTOR RELEASE	-	-	-
COLLECTOR REFUND	-	-	-
REIMBURSEMENTS	-	-	-
ADJUSTMENTS	-	-	-
TOTAL CHARGE	-	-	-
BEGINNING COLLECTIONS	-	-	-
COLLECTIONS	-	-	-
TOTAL COLLECTIONS	-	-	-
BALANCE OUTSTANDING	-	-	-
PERCENTAGE OF MOTOR VEHICLE			
OVERALL CHARGED	48,122,649.67	43,552,864.81	40,736,778.57
OVERALL COLLECTED	48,059,051.58	43,509,231.40	40,698,278.13
OVERALL PERCENTAGE	99.87%	99.90%	99.91%

UNION COUNTY
BOARD OF COMMISSIONERS

AGENDA ITEM
9/69
MEETING DATE 12-14-09

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 12/14/2009

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

SUBJECT: Union Smart Start Contract Amendment

DEPARTMENT: Library PUBLIC HEARING: No

ATTACHMENT(S): Cover letter from Mary Ann Rasberry
Amendment #1 to Contract #10-224
Budget Change Sheet

INFORMATION CONTACT: Martie Smith

TELEPHONE NUMBERS:
704-283-8184 x222
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: On the Consent Agenda, authorize the Manager to sign the Amendment.

BACKGROUND: At the beginning of the fiscal year, the State had not adopted its budget, which meant that Union Smart Start was unsure of the amount of its allocation of state funds for FY 2009-2010. For that reason, Union Smart Start contracted with each of its service providers, including the Library, for 60% of the funding for its approved programs, covering the period July-Dec 2009. This amendment increases the funding to 100% for the entire fiscal year (July 2009-June 2010) for the Library's Family Literacy Program. The terms and conditions of the contract remain unchanged. (The original copies of the amendment and a contract control sheet have been sent to Legal.)

FINANCIAL IMPACT: \$30,523 will be added to the Library's budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



June 22, 2009

Ms. Martie Smith, Director
Union County Public Library
316 E. Windsor Street
Monroe, NC 28112

Dear Ms. Smith:

Amendment II to our contract with NCPC has been approved with an effective date of October 15, 2009. This amendment increases the budgets for all activities to 100% funding in accordance with initial budget sheets submitted to us.

Enclosed are two signed originals, together with a budget change sheet, for the Library's Smart Start activity. Please sign both originals, retain one for your files and return the other to us. A self-addressed envelope is included. Thank you, and please give me a call if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary Ann Rasberry', is written over the typed name.

Mary Ann Rasberry
Executive Director

Enclosures

**AMENDMENT #I
CONTRACT #10-224**

This agreement amends the contract between **Union Smart Start** and the **Union County Public Library** 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:

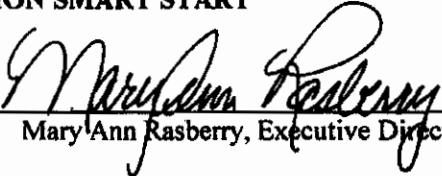
Reference Part 18. "Amount of Reimbursement": The not-to-exceed amount is being increased by **\$30,523.00 from \$45,784.00 to \$76,307.00.**

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 PUBLIC LIBRARY

By: _____
Martie Smith, Director

Date _____

Budget Change Sheet

Local Partnership: Union Smart Start
 Direct Service Provider: UC Public Library
 Purpose/Service Code - 5512

Fiscal Year: 2009-2010 Amendment #: II Revision #:
 Effective Date: 10/15/09

Activity: Smart Start Family Literacy

Activity ID: 224

Approval Auth. Status:

		Budget Amount Prior to change	Amount Changed	New Amount
5100	11) Personnel	\$39,952.00	\$26,635.00	\$66,587.00
5200	12) Contracted Professional Services	\$780.00	\$520.00	\$1,300.00
5000	13) Total Personnel/Contracted Services	\$40,732.00	\$27,155.00	\$67,887.00
5310	14) Office Supplies & Materials	\$1,080.00	\$720.00	\$1,800.00
5380	15) Service Related Supplies	\$3,072.00	\$2,048.00	\$5,120.00
5300	16) Total Supplies & Materials Costs	\$4,152.00	\$2,768.00	\$6,920.00
5410	17) Travel	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
5470	23) Employee Training (no travel)	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
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	\$900.00	\$600.00	\$1,500.00
5999	48) Total Services/Contracts/Grants	\$900.00	\$600.00	\$1,500.00
TOTAL BUDGETED EXPENDITURES		\$45,784.00	\$30,523.00	\$76,307.00

BUDGET AMENDMENT

BUDGET Library - Smart Start REQUESTED BY Martie Smith
 FISCAL YEAR FY2010 DATE December 14, 2009

INCREASE

Description
Operating expense 30,523
State Grant revenue 30,523

DECREASE

Description

Explanation: Appropriate funds for Smart Start Family Literacy Grant

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>	
10561100-5121-1804	Salaries & Wages	18,751	10461100-4447-1804	State Grant - Smart Start	30,523
10561100-5126-1804	Salaries - Part-time	6,802	10561100-5233-1804	Periodicals, Books	3,687
10561100-5132-1804	Separation Allowance	439			
10561100-5134-1804	401-K	937			
10561100-5181-1804	FICA	1,955			
10561100-5182-1804	Retirement Contr.	917			
10561100-5183-1804	Health Ins.	3,531			
10561100-5187-1804	Dental Ins.	234			
10561100-5190-1804	Life Ins.	66			
10561100-5260-1804	Office Supplies	228			
10561100-5370-1804	Advertising	350			

Total 34,210 Total 34,210

Prepared By awl
 Posted By _____
 Date _____

Number 27



400 North Church Street
Monroe, NC 28112
Phone 704.296.9898 Fax 704.289.9182
www.ucps.k12.nc.us

Dr. Ed Davis – Superintendent

AGENDA ITEM
917
MEETING DATE 12-14-09

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

TO: Dr. Benjamin J. Matthews
Director, School Support (NCDPI)

FROM: Dr. Ed Davis
Superintendent, Union County Public Schools

SUBJECT: Qualified School Construction Bond Issuance

DATE: December 8, 2009

Union County Public Schools and Union County respectfully request that the 2009 QSCB allocation of \$4,000,599.13 for Union County Public Schools be reallocated in 2010. At this time, it is the intent of Union County Public Schools and Union County to consider sale of these bonds during 2010 with the proceeds being applied to the capital needs of UCPS.

Thank you for your consideration of this request.

Chair, Union County Board of Commissioners

Chair, Union County Board of Education

Superintendent, Union County Public Schools

MOTOR VEHICLE TAX REFUNDS
for NOVEMBER 2009

AGENDA ITEM
9/8
MEETING DATE 12-14-09

Approval of Board of County Commissioners not required:

Collector Refunds for NOVEMBER 2009	1,953.95
(adjustment to November collector release register)	(750.22)

To be approved by Board of County Commissioners on 12-14-09
(to be submitted by Assessor's Office)

Assessor Refunds for NOVEMBER 2009	2,023.65
(adjustment to November assessor release register)	(566.39)

*** Approval requested for overpayments:

Overpayments for NOVEMBER 2009	1,577.12
--------------------------------	----------

Total to be refunded for NOVEMBER 2009	<u><u>4,238.11</u></u>
--	------------------------

Debbie Cox
12-2-09

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/14/2009

Action Agenda Item No. 9/9

(Central Admin. use only)

SUBJECT: Library Board of Trustees Bylaws

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

Board of Trustees of the Union County
Public Library Bylaws (An original
copy signed by the Chairman will be
sent via interoffice mail.)

INFORMATION CONTACT:

Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222

704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: On the Consent Agenda, approve the Bylaws as revised by the Library Board.

BACKGROUND: The Library Board spent several meetings reviewing and revising its existing Bylaws for the purpose of providing a more standard format and better reflecting the statutory responsibilities of a Board of Trustees. Most of the changes were improvements to the language, assisted by the Legal Department. The one substantive change is in the designation of seats on the Board. In order to provide representation to all areas of the County, two additional regional seats were defined: one for Wesley Chapel/Mineral Springs and one for Fairview/Unionville. The size of the Board was not increased -- two seats were changed from at-large seats to designated seats. The Library Board requests that the Bylaws be approved and that appointments for 2010 be based on the seat designations prescribed in these Bylaws.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**Board of Trustees of the Union County Public Library
By-Laws**

Article 1 Name

The Board of County Commissioners has established the Board of Trustees of the Union County Public Library (hereinafter referred to as the “Board,” the “Board of Trustees,” or the “Library Board”), according to the provisions of North Carolina General Statute 153A-265, and has delegated to the Board of Trustees the authority described in these Bylaws.

Article 2 Purpose

The purpose of the Board of Trustees shall be to formulate and adopt, with assistance of the professional library director (hereinafter known as the Director), policies for the delivery of library services for all inhabitants of Union County, North Carolina, and to advise the Board of County Commissioners on matters of library development.

Article 3 Members

The Board of Trustees shall be composed of eight members appointed by the Union County Board of Commissioners. All members must be residents of Union County and shall be chosen from the populace with reference to their qualifications of such office.

One person shall be appointed to represent each of the following regions:

- Marshville Region – Marshville and southeastern Union County
- Monroe and central Union County
- Union West Region -- Indian Trail, Stallings, Lake Park, Hemby Bridge
- Marvin and Weddington,
- Wesley Chapel and Mineral Springs
- Waxhaw and southwestern Union County
- Fairview, Unionville and northern Union County

One seat shall be an at-large seat, and the person filling this seat may be a resident of any region of the County.

The Union County Board of Commissioners shall designate one of its own members to serve ex-officio on the Library Board. The Commissioner shall serve as a liaison and shall have no vote. Such member from the Board of Commissioners shall serve a term of one year to begin in the month of January.

The Union County Board of Commissioners may remove any member appointed to the Board of Trustees for incapacity, unfitness, misconduct, or neglect of duty. Failure to attend at least two-thirds of regularly scheduled meetings per year shall be interpreted as neglect of duty. Prior to the meetings, the secretary shall be notified of inability to attend.

Members of the Board shall serve without compensation.

Article 4. Terms

Members shall be appointed for two-year terms. Four members shall be appointed in January of odd-numbered years and four members shall be appointed in January of even-numbered years.

All vacancies on the Board shall be immediately reported by the Board of Trustees to the Union County Board of Commissioners, which shall fill the unexpired term for the vacant seat.

Article 5. Quorum

A quorum for the transaction of business at any meeting shall consist of a simple majority of the Board, not counting vacancies, present in person. In the event a quorum is not present, any emergency action deemed necessary shall be taken with such action subject to ratification by a quorum at a called special meeting or at the next regular meeting.

Article 6. Officers

The officers shall be a chairman and a vice-chairman elected from among the appointed trustees at the annual meeting of the Board of Trustees.

Officers shall be elected to serve a term of one year or until their successors are duly elected.

The Chairperson shall preside at all meetings of the Board, authorize calls for any special meetings of the Board, appoint all committees, execute all documents authorized by the Board, serve as ex-officio member of all committees and generally perform all duties associated with that office.

The Vice-Chairperson, in the event of the absence or disability of the Chairperson, or vacancy in that office, shall assume and perform the duties and functions of the Chairperson.

The Director shall be responsible for keeping a true and accurate record of all meetings of the Board, for issuing notices of all regular and specially called meetings of the board, and shall perform such other duties as are generally associated with the office of Secretary.

The Director shall make pertinent financial reports at regular board meetings.

Article 7. Meetings

There shall be at least ten regular meetings of the Board of Trustees each year, held at a regular time and announced to the public via the Union County website. In addition, the schedule for regular meetings shall be filed with the Clerk to the Board of Commissioners.

The annual meeting shall be held at the time of the regular meeting in January of each year.

Special meetings shall be called at the direction of the Chairman or at the request of three members of the Board for the transaction of business as stated in the call for the meeting. Public notice of special meetings shall be given at least forty-eight hours before the meeting in accordance with the provisions found in North Carolina's open meetings law.

All meetings are open to the public except for matters in which a closed session is permissible under North Carolina law.

The order of business for regular meetings shall include, but not be limited to the following items. (a) Call to order (b) Adoption of the Agenda (c) Public Comment period (d) Presentation to the Board (e) Disposition of minutes of previous meeting (f) Report of the Director (g) Committee Reports (h) Communications (i) Unfinished business (j) New business (k) Announcements (l)Adjournment.

Meetings shall be conducted according to standard conventions of Parliamentary Procedure. The rules contained in *Suggested Rules of Procedure for Small Local Government Boards* shall govern the Board in all cases in which they are applicable, and in which they are not inconsistent with the By-Laws.

Article 8. Powers & Duties of the Board

The Library Board of Trustees with the advice of the County Personnel Director, and consistent with state and local personnel statutes, regulations, practices and procedures, shall interview applicants and shall make recommendations to the County Manager relating to the employment of the Library Director.

With assistance of the Director, the Board shall formulate policies for the government of the library which are consistent with state and federal statutes and regulations and Union County policies; and which assure public access to library resources and protection of County property.

The Board shall establish a schedule of fines and fees, including but not limited to: charges for the late return, failure to return, damage to, and loss of library materials; non-resident borrowers' card; and output from library equipment such as printers and copiers.

The Board shall make recommendations to the Board of Commissioners concerning construction and improvements of library buildings, and shall otherwise advise the Board of County Commissioners on library matters.

Article 9. The Library Director

Employees of the Union County Library shall be employed in accordance with the Personnel Resolution adopted by the Union County Board of Commissioners. The Director shall be responsible for adherence to the personnel policies of the County; for the direction and supervision of the staff, for the care and maintenance of the physical library property; for the

adequate and proper selection of materials in keeping with stated library policies; for the efficiency of library services to the county inhabitants; for the financial operation within the limitations of budgeted appropriations; and for providing information to the County Commissioners as they require.

The Director shall keep the Board informed in all matters of interest to the Library.

Article 10. Amendment

These By-Laws may be amended by a majority vote of members present at a regular meeting of the Board of Trustees at which a quorum is present, provided that the proposed amendment was made known to all members in the call for the meeting.

Article 11. Approval

These By-Laws are subject to the approval of the Board of County Commissioners.

Adopted by the Board of Trustees of the Union County Public Library:

_____ 12/01/2009
Chairperson date

Approved by the Board of County Commissioners:

_____ date
Chairperson

Under Existing Bylaws:

Under New Bylaws (not yet approved by BOCC)

ORIGINAL SEAT ASSIGNMENT	NAME	TERM EXPIRATION	PROPOSED NEW SEAT ASSIGNMENT	NAME
Indian Trail	Lane Vickery	01/2010	Union West Region	Lane Vickery
Marshville	Carolyn Braswell	01/2011	Marshville Region	Carolyn Braswell
Monroe	Margi Sowden	01/2010	Monroe / Central	Margi Sowden
Waxhaw	Valerie Gromlovits	01/2011	Waxhaw / Southwestern	Valerie Gromlovits
Weddington	Karen Bowman	01/2011	Weddington/ Marvin	Karen Bowman
At Large	Gustavo Arevalo	01/2010	Wesley Chapel/Mineral Springs	Gustavo Arevalo
			Fairview / Unionville/ Northern	
At Large	Tammy Norwood	01/2011	At Large	Tammy Norwood
At Large	Starr Shaffer	01/2010		

September-November 2009 Budget Transfer Report

12/08/2009 09:44 | * * MUNIS - LIVE * *
 !JOURNAL INQUIRY

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YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 257 BUA 09/03/2009 09/09/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543400	5381				BA07	ADD'T FUNDS FIRE SVC STUDY	11,057.00		
10	-20-5-434-00-5381						PROFESSIONAL SERVICES			
2	10592000	5920				BA07	ADD'T FUNDS FIRE SVC STUDY		11,057.00	
10	-92-5-920-00-5920						CONTINGENCY			
** JOURNAL TOTAL					0.00			0.00		

General Fund - BA to appropriate contingency funds for Fire Service Study in the Fire Services program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 258 BUA 09/03/2009 09/09/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543130	5920	1054			BA08	VILLAGE OF MARVIN DEPTUTY	112,663.00		
10	-20-5-431-30-5920				-1054		CONTINGENCY			
2	10443130	4920	1054			BA08	VILLAGE OF MARVIN DEPTUTY		101,397.00	
10	-20-4-431-30-4920				-1054		CONTINENCY			
3	10592000	5920				BA08	VILLAGE OF MARVIN DEPTUTY		11,266.00	
10	-92-5-920-00-5920						CONTINGENCY			
4	10	393500				BA08			101,397.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
5	10	393400				BA08		101,397.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					101,397.00			101,397.00		

General Fund - BA to appropriate contingency funds and additional intergovernmental revenue for two additional deputy positions, operating costs and equipment for the Village of Marvin in the Law Enforcement program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 259 BUA 09/03/2009 09/09/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561373	5699				BA09	HYDROLOGICAL MODEL	25,000.00		
10	-80-5-613-73-5699						PAYMENTS TO OTHER AGENCIES			
2	10592000	5920				BA09	HYDROLOGICAL MODEL		25,000.00	
10	-92-5-920-00-5920						CONTINGENCY			
** JOURNAL TOTAL					0.00			0.00		

General Fund - BA to appropriate contingency funds for the County's participation in development of a hydrological model, remediation plan and related services in connection with Weddington and WCWAA in the Parks and Recreation program budget.

Agenda Item #: 9/10
 Meeting Date: 12-14-2009

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 533 BUA 09/16/2009 09/21/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5381	1363	LIT16			PUT ALL FUNDS IN PROF SVCS	7,585.00		
10	-60-5-511-52-5381			-1363			PROFESSIONAL SERVICES			
2	10551152	5199	1363	LIT16			PUT ALL FUNDS IN PROF SVCS		7,506.00	
10	-60-5-511-52-5199			-1363			PROJECT CODE BUDGET ADJUSTMENT			
3	10551152	5311	1363	LIT16			PUT ALL FUNDS IN PROF SVCS		79.00	
10	-60-5-511-52-5311			-1363			TRAVEL			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts within the Public Health - Loving Support Peer BF Counsel program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 534 BUA 09/17/2009 09/21/2009 LIT REVERS chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64571400	5595	SH003	LIT17			REV. LIT55 PREP FOR CPO126		53,330.00	
64	-90-5-714-00-5595			-SH003			CONSTRUCTION			
2	64571400	5594	SH001	LIT17			REV. LIT55 PREP FOR CPO126	53,330.00		
64	-90-5-714-00-5594			-SH001			ARCHITECTURAL & ENGINEERING			
** JOURNAL TOTAL					0.00			0.00		

Water & Sewer Capital Project Fund - LIT to un-allocate Self Help contingency account funds in preparation for CPO#126 for Self Help - Cyrus Lee Lane project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 610 BUA 09/21/2009 09/23/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561373	5699		BA11			FUNDS HYDROLOGICAL MODEL	6,000.00		
10	-80-5-613-73-5699			-			PAYMENTS TO OTHER AGENCIES			
2	10592000	5920		BA11			FUNDS HYDROLOGICAL MODEL		6,000.00	
10	-92-5-920-00-5920			-			CONTINGENCY			
** JOURNAL TOTAL					0.00			0.00		

General Fund - BA to appropriate additional contingency funds for the County's participation in development of a hydrological model, remediation plan and related services in connection with Weddington and WCWAA in the Parks and Recreation program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 637 BUA 09/24/2009 09/24/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT										

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 637 BUA 09/24/2009 09/24/2009 LIT chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5381	13601	LIT18			CORRECT BA#6 KEYING ERROR	30,000.00		
10	-60-5-511-52-5381			-13601			PROFESSIONAL SERVICES			
2	10551152	5381	13602	LIT18			CORRECT BA#6 KEYING ERROR		30,000.00	
10	-60-5-511-52-5381			-13602			PROFESSIONAL SERVICES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts to correct posting of BA#6 from the Public Health - WIC Client Services program budget to the WIC Nutrition program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 671 BUA 09/28/2009 09/28/2009 COBA3 chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543130	5920	1064	CMBA			FUNDS EDWRAD BYRNE MEMORIA	44,594.00		
10	-20-5-431-30-5920			-1064			CONTINGENCY			
2	10443130	4290	1064	CMBA			FUNDS EDWRAD BYRNE MEMORIA		44,594.00	
10	-20-4-431-30-4290			-1064			DEPT INTERGOV RECEIPTS RIG-LSR			
3	10	393500		CMBA3					44,594.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		CMBA3				44,594.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					44,594.00		44,594.00			

General Fund - CMBA to appropriate funds for Edward Byrne Memorial Justice Assistance Grant (JAG, pre-application was approved by the BOCC on June 15th, Consent Agenda Item # 5). Approved as provided in Section D of the Resolution Governing Certain Contract, Personnel, and Fiscal Matters.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 673 BUA 09/21/2009 09/28/2009 SelfHelp 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64471400	4010	SH003	CPO126	CPO126Appr		CPO126 Appr for SelfHelp P		23,850.00	
64	-90-4-714-00-4010			-SH003			IFT FROM GENERAL FUND			
2	64471400	4061	SH003	CPO126	CPO126Appr		CPO126 Appr for SelfHelp P		26,640.00	
64	-90-4-714-00-4061			-SH003			IFT FROM WATER/SEWER OPER FD			
3	64471400	4845	SH003	CPO126	CPO126Appr		CPO126 Appr for SelfHelp P		11,107.00	
64	-90-4-714-00-4845			-SH003			MISC REV-CAPITAL CONTRIBUTIONS			
4	64571400	5594	SH003	CPO126	CPO126Appr		CPO126 Appr for SelfHelp P	10,186.00		
64	-90-5-714-00-5594			-SH003			ARCHITECTURAL & ENGINEERING			
5	64571400	5595	SH003	CPO126	CPO126Appr		CPO126 Appr for SelfHelp P	51,411.00		
64	-90-5-714-00-5595			-SH003			CONSTRUCTION			

Water & Sewer Capital Project Fund - CPO to appropriate funds from unallocated funds previously transferred from the General Fund and the Water & Sewer Operating Fund to the Water & Sewer CPO Fund, as well as appropriate customer contributions, for the Cyrus Lee Lane, Lake Providence East, Greyland, and Wellington Woods II & III Self Help projects.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 673 BUA 09/21/2009 09/28/2009 SelfHelp 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
6	64471400	4010	SH006	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	36,000.00		
64	-90-4-714-00-4010	-SH006					IFT FROM GENERAL FUND			
7	64471400	4061	SH006	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	39,960.00		
64	-90-4-714-00-4061	-SH006					IFT FROM WATER/SEWER OPER FD			
8	64471400	4845	SH006	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	41,788.00		
64	-90-4-714-00-4845	-SH006					MISC REV-CAPITAL CONTRIBUTIONS			
9	64571400	5594	SH006	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	15,663.00		
64	-90-5-714-00-5594	-SH006					ARCHITECTURAL & ENGINEERING			
10	64571400	5595	SH006	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	102,085.00		
64	-90-5-714-00-5595	-SH006					CONSTRUCTION			
11	64471400	4010	SH007	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	70,000.00		
64	-90-4-714-00-4010	-SH007					IFT FROM GENERAL FUND			
12	64471400	4061	SH007	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	77,700.00		
64	-90-4-714-00-4061	-SH007					IFT FROM WATER/SEWER OPER FD			
13	64471400	4845	SH007	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	11,590.00		
64	-90-4-714-00-4845	-SH007					MISC REV-CAPITAL CONTRIBUTIONS			
14	64571400	5594	SH007	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	21,081.00		
64	-90-5-714-00-5594	-SH007					ARCHITECTURAL & ENGINEERING			
15	64571400	5595	SH007	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	138,209.00		
64	-90-5-714-00-5595	-SH007					CONSTRUCTION			
16	64471400	4010	SH008	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	72,000.00		
64	-90-4-714-00-4010	-SH008					IFT FROM GENERAL FUND			
17	64471400	4061	SH008	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	79,920.00		
64	-90-4-714-00-4061	-SH008					IFT FROM WATER/SEWER OPER FD			
18	64471400	4845	SH008	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	101,042.00		
64	-90-4-714-00-4845	-SH008					MISC REV-CAPITAL CONTRIBUTIONS			
19	64571400	5594	SH008	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	33,647.00		
64	-90-5-714-00-5594	-SH008					ARCHITECTURAL & ENGINEERING			
20	64571400	5595	SH008	CPO126	CPO126	Appr	CPO126 Appr for SelfHelp P	219,315.00		
64	-90-5-714-00-5595	-SH008					CONSTRUCTION			
21	64	393500		CPO126	CPO126	Appr		591,597.00	1	
64	-393500-						BUDGET APPROPRIATIONS CONTROL			
22	64	393400		CPO126	CPO126	Appr		591,597.00	1	
64	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					591,597.00		591,597.00			

CPO#126 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 703 BUA 09/29/2009 09/30/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
							ACCOUNT DESCRIPTION			

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 03 812 BUA 09/30/2009 10/08/2009 CPO127 IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64471400	4061				CPO127 CPO 127	ApprForAnson4.0MGD Improve	5,314,734.00		
64	-90-4-714-00-4061	-					IFT FROM WATER/SEWER OPER FD			
2	64571400	5595		WT051	CPO127 CPO 127		ApprForAnson4.0MGD Improve	5,044,850.00		
64	-90-5-714-00-5595	-WT051					CONSTRUCTION			
3	64571400	5594		WT051	CPO127 CPO 127		ApprForAnson4.0MGD Improve	257,796.00		
64	-90-5-714-00-5594	-WT051					ARCHITECTURAL & ENGINEERING			
4	64571400	5594		WT051	CPO127 CPO 127		ApprForAnson4.0MGD Improve	12,088.00		
64	-90-5-714-00-5594	-WT051					ARCHITECTURAL & ENGINEERING			
5	64	393500			CPO127 CPO 127			5,314,734.00	1	
64	-393500-						BUDGET APPROPRIATIONS CONTROL			
6	64	393400			CPO127 CPO 127			5,314,734.00		1
64	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					5,314,734.00		5,314,734.00			

Water & Sewer Capital Project Fund - CPO to appropriate funding from unallocated funds previously transferred from Water & Sewer Operating fund to the Water & Sewer CPO Fund for the Anson County 4.0 MGD Water Improvements project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 87 BUA 10/01/2009 09/30/2009 LIT chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5920	1508			LIT20	REDUCE 53991 DUE FY09 YE R	21,765.00		
10	-60-5-531-60-5920	-1508					CONTINGENCY			
2	10553160	53991	1508			LIT20	REDUCE 53991 DUE FY09 YE R		21,765.00	
10	-60-5-531-60-53991	-1508					PUBLIC ASSIST-SPECIAL CHILDREN			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Social Services - Adoption Assistance program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 163 BUA 10/05/2009 10/06/2009 BA chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	66547300	5381				BA10	FND UCPW SW CORRECTIVE ACT	253,604.00		
66	-40-5-473-00-5381	-					PROFESSIONAL SERVICES			
2	25598000	5066			BA10		FND UCPW SW CORRECTIVE ACT	253,604.00		
25	-98-5-980-00-5066	-					IFT TO SOLID WASTE OPER FUND			
3	66498000	4025			BA10		FND UCPW SW CORRECTIVE ACT		253,604.00	
66	-98-4-980-00-4025	-					IFT FROM SOLWASTE CAP RES FD			
4	25499100	4991			BA10		FND UCPW SW CORRECTIVE ACT		253,604.00	
25	-99-4-991-00-4991	-					FUND BALANCE APPROPRIATED			
5	25	393500			BA10			253,604.00	1	
25	-393500-						BUDGET APPROPRIATIONS CONTROL			

Solid Waste Operating Fund and Solid Waste Capital Reserve Fund - BA to appropriate funding for UCPW-Solid Waste Corrective Action Plan from the Solid Waste Capital Reserves.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	163	BUA	10/05/2009	10/06/2009	BA	chelms	1	N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
6	66	393500				<u>BA10</u>			253,604.00	1
66	-393500-						BUDGET APPROPRIATIONS CONTROL			
7	25	393400				BA10		253,604.00		1
25	-393400-						BUDGET ESTIM REVENUE CONTROL			
8	66	393400				BA10		253,604.00		1
66	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					507,208.00		507,208.00			

BA#10 continued.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	164	BUA	10/05/2009	10/06/2009	BA	chelms		IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5381	1337			<u>BA12</u>	ADD FED REVENUE HLTH DEPT	141,543.00		
10	-60-5-511-50-5381				-1337		PROFESSIONAL SERVICES			
2	10451150	4313	1337			BA12	ADD FED REVENUE HLTH DEPT		141,543.00	
10	-60-4-511-50-4313				-1337		FED GRANT-NC DEHNR			
3	10	393500				BA12			141,543.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA12		141,543.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					141,543.00		141,543.00			

General Fund - BA to appropriate additional federal funds for H1N1 preparedness and response in the Public Health - Bioterrorism program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	165	BUA	10/05/2009	10/06/2009	BA	chelms		IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10558900	5699				<u>BA13</u>	ADD FUND CRIMINAL JUST. PA	5,342.00		
10	-60-5-589-00-5699						PAYMENTS TO OTHER AGENCIES			
2	10458900	4470				BA13	ADD FUND CRIMINAL JUST. PA		5,342.00	
10	-60-4-589-00-4470						ST GRANT-NCDOCCJPP			
3	10	393500				BA13			5,342.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA13		5,342.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					5,342.00		5,342.00			

General Fund - BA to appropriate additional State funds for FY2010 in the Criminal Justice Partnership program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	166	BUA	10/05/2009	10/06/2009	BA	chelms		IN	J/E	2010	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
1	10558700	5220	1681	BA14			ADD. FND FOR NUTR.PROGRAM	45,160.00				
10	-60-5-587-00-5220			-1661			FOOD AND PROVISIONS					
2	10458700	4397	1681	BA14			ADD. FND FOR NUTR.PROGRAM	45,160.00				
10	-60-4-587-00-4397			-1681			FEDERAL GRANT-HCCBG/ARRA					
3	10	393500		BA14					45,160.00	1		
10	-393500-						BUDGET APPROPRIATIONS CONTROL					
4	10	393400		BA14				45,160.00		1		
10	-393400-						BUDGET ESTIM REVENUE CONTROL					
** JOURNAL TOTAL				45,160.00		45,160.00						

General Fund - BA to appropriate additional federal funds (ARRA) for FY2010 congregate and home delivered meals in the Transportation and Nutrition program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	169	BUA	10/05/2009	10/06/2009	CPO	chelms		IN	J/E	2010	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
1	64471400	4061		CPO128			CATAWBA RIVER EXPANSION	1,005,763.00				
64	-90-4-714-00-4061			-			IFT FROM WATER/SEWER OPER PD					
2	64571400	5594	WP003	CPO128			CATAWBA RIVER EXPANSION	1,005,763.00				
64	-90-5-714-00-5594			-WP003			ARCHITECTURAL & ENGINEERING					
3	64	393500		CPO128					1,005,763.00	1		
64	-393500-						BUDGET APPROPRIATIONS CONTROL					
4	64	393400		CPO128				1,005,763.00		1		
64	-393400-						BUDGET ESTIM REVENUE CONTROL					
** JOURNAL TOTAL				1,005,763.00		1,005,763.00						

Water & Sewer Capital Project Fund - CPO to appropriate funding from unallocated funds previously transferred from Water & Sewer Operating fund to the Water & Sewer CPO Fund for the Catawba River Water Reservoir Expansion project.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	221	BUA	10/01/2009	10/08/2009	LIT 19			IN	J/E	2010	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
1	55559200	5586	543	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	139,540.00				
55	-70-5-592-00-5586			-543			BLDG & IMPR-ARCHITECT CONTRACT					
2	55559200	55861	551	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	19,567,213.00				
55	-70-5-592-00-55861			-551			BUILDINGS AND IMPROVEMENTS					
3	55559200	55861	550	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	12,264,779.00				
55	-70-5-592-00-55861			-550			BUILDINGS AND IMPROVEMENTS					

School Bond Fund-55 - LIT to adjust budget accounts (account by account) to actual or revised project estimates based on 2009 CIP submission and discussions with UCPS officials.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 221 BUA 10/01/2009 10/08/2009 LIT 19 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
ACCOUNT						ACCOUNT DESCRIPTION			
4	55559200	55861	518	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	8,690,442.00	
55	-70-5-592-00-55861			-518		BUILDINGS AND IMPROVEMENTS			
5	55559200	55861	519	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	12,610,803.00	
55	-70-5-592-00-55861			-519		BUILDINGS AND IMPROVEMENTS			
6	55559200	55861	528	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	15,412,348.00	
55	-70-5-592-00-55861			-528		BUILDINGS AND IMPROVEMENTS			
7	55559200	55861	529	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	26,181,237.00	
55	-70-5-592-00-55861			-529		BUILDINGS AND IMPROVEMENTS			
8	55559200	5570	516	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	1,697.17	
55	-70-5-592-00-5570			-516		LAND AND IMPROVEMENTS			
9	55559200	5570	557	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	3,347.81	
55	-70-5-592-00-5570			-557		LAND AND IMPROVEMENTS			
10	55559200	5570	558	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	7,184,781.13	
55	-70-5-592-00-5570			-558		LAND AND IMPROVEMENTS			
11	55559200	5570	561	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	52,203.23	
55	-70-5-592-00-5570			-561		LAND AND IMPROVEMENTS			
12	55559200	5570	562	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	73,569.00	
55	-70-5-592-00-5570			-562		LAND AND IMPROVEMENTS			
13	55559200	5586	568	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	195,240.78	
55	-70-5-592-00-5586			-568		BUILDINGS AND IMPROVEMENTS			
14	55559200	5586	569	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	125,644.96	
55	-70-5-592-00-5586			-569		BUILDINGS AND IMPROVEMENTS			
15	55559200	5586	566	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	183,054.00	
55	-70-5-592-00-5586			-566		BUILDINGS AND IMPROVEMENTS			
16	55559200	5586	567	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	40,380.00	
55	-70-5-592-00-5586			-567		BUILDINGS AND IMPROVEMENTS			
17	55559200	55861	513	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	15,966.00	
55	-70-5-592-00-55861			-513		BUILDINGS AND IMPROVEMENTS			
18	55559200	55861	527	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	14,072,313.00	
55	-70-5-592-00-55861			-527		BUILDINGS AND IMPROVEMENTS			
19	55559200	5586	545	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	.25	
55	-70-5-592-00-5586			-545		BLDG & IMPR-ARCHITECT CONTRACT			
20	55559200	5586	549	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	19,250.00	
55	-70-5-592-00-5586			-549		BUILDINGS AND IMPROVEMENTS			
21	55559200	5570	552	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	16,818.00	
55	-70-5-592-00-5570			-552		LAND AND IMPROVEMENTS			
22	55559200	55861	552	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	13,099,146.58	
55	-70-5-592-00-55861			-552		BUILDINGS AND IMPROVEMENTS			
23	55559200	5586	554	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	.07	
55	-70-5-592-00-5586			-554		BUILDINGS AND IMPROVEMENTS			
24	55559200	55861	556	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	2,589,250.07	
55	-70-5-592-00-55861			-556		BUILDINGS AND IMPROVEMENTS			

LIT#19 continued.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	221	BUA	10/01/2009	10/08/2009	LIT 19		1	N	J/E	2010	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT	ACCOUNT DESCRIPTION											
25	55559200	5570	563	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	618.00				
55	-70-5-592-00-5570	-563					LAND AND IMPROVEMENTS					
26	55559200	5920	530	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	2,299,956.19				
55	-70-5-592-00-5920	-530					CONTINGENCY					
27	55559200	5580	BS03	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	3,246,400.00				
55	-70-5-592-00-5580	-BS03					BUILDINGS AND IMPROVEMENTS					
28	55559200	5586	542	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		171,817.00			
55	-70-5-592-00-5586	-542					BLDG & IMPR-ARCHITECT CONTRACT					
29	55559200	5586	544	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		59,725.00			
55	-70-5-592-00-5586	-544					BLDG & IMPR-ARCHITECT CONTRACT					
30	55559200	5586	551	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		20,100,269.85			
55	-70-5-592-00-5586	-551					BUILDINGS AND IMPROVEMENTS					
31	55559200	5586	550	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		12,873,349.00			
55	-70-5-592-00-5586	-550					BUILDINGS AND IMPROVEMENTS					
32	55559200	5570	518	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		4,703.54			
55	-70-5-592-00-5570	-518					LAND AND IMPROVEMENTS					
33	55559200	5586	518	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		8,809,221.38			
55	-70-5-592-00-5586	-518					BUILDINGS AND IMPROVEMENTS					
34	55559200	5570	519	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		54,730.00			
55	-70-5-592-00-5570	-519					LAND AND IMPROVEMENTS					
35	55559200	5586	519	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		12,534,140.47			
55	-70-5-592-00-5586	-519					BUILDINGS AND IMPROVEMENTS					
36	55559200	5586	528	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		15,372,589.58			
55	-70-5-592-00-5586	-528					BUILDINGS AND IMPROVEMENTS					
37	55559200	5586	529	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		26,230,265.54			
55	-70-5-592-00-5586	-529					BUILDINGS AND IMPROVEMENTS					
38	55559200	5586	511	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		232.36			
55	-70-5-592-00-5586	-511					BUILDINGS AND IMPROVEMENTS					
39	55559200	5586	559	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		30,375.71			
55	-70-5-592-00-5586	-559					BUILDINGS AND IMPROVEMENTS					
40	55559200	5586	516	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		284,863.00			
55	-70-5-592-00-5586	-516					BUILDINGS AND IMPROVEMENTS					
41	55559200	5586	557	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		7,115,517.39			
55	-70-5-592-00-5586	-557					BUILDINGS AND IMPROVEMENTS					
42	55559200	5586	561	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		236,528.91			
55	-70-5-592-00-5586	-561					BUILDINGS AND IMPROVEMENTS					
43	55559200	5586	562	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		291,042.55			
55	-70-5-592-00-5586	-562					BUILDINGS AND IMPROVEMENTS					
44	55559200	5586	565	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		34,269.00			
55	-70-5-592-00-5586	-565					BUILDINGS AND IMPROVEMENTS					
45	55559200	5586	548	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A		1.23			
55	-70-5-592-00-5586	-548					BLDG & IMPR-ARCHITECT CONTRACT					

LIT#19 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 221 BUA 10/01/2009 10/08/2009 LIT 19 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT										
46	55559200	5586	510	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	825,327.00		
55	-70-5-592-00-5586			-510			BUILDINGS AND IMPROVEMENTS			
47	55559200	5586	512	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	80,893.09		
55	-70-5-592-00-5586			-512			BUILDINGS AND IMPROVEMENTS			
48	55559200	5586	513	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	58,872.51		
55	-70-5-592-00-5586			-513			BUILDINGS AND IMPROVEMENTS			
49	55559200	5570	514	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	9,451.06		
55	-70-5-592-00-5570			-514			LAND AND IMPROVEMENTS			
50	55559200	5586	514	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	119,770.85		
55	-70-5-592-00-5586			-514			BUILDINGS AND IMPROVEMENTS			
51	55559200	5570	527	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	4,077.91		
55	-70-5-592-00-5570			-527			LAND AND IMPROVEMENTS			
52	55559200	5586	527	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	14,343,376.65		
55	-70-5-592-00-5586			-527			BUILDINGS AND IMPROVEMENTS			
53	55559200	5586	533	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	26,859.88		
55	-70-5-592-00-5586			-533			BLDG & IMPR-ARCHITECT CONTRACT			
54	55559200	5586	534	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	66,415.11		
55	-70-5-592-00-5586			-534			BLDG & IMPR-ARCHITECT CONTRACT			
55	55559200	5586	538	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	2,500.00		
55	-70-5-592-00-5586			-538			BLDG & IMPR-ARCHITECT CONTRACT			
56	55559200	5570	549	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	522,129.75		
55	-70-5-592-00-5570			-549			LAND AND IMPROVEMENTS			
57	55559200	5586	552	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	13,604,438.40		
55	-70-5-592-00-5586			-552			BUILDINGS AND IMPROVEMENTS			
58	55559200	5586	553	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	4,176.03		
55	-70-5-592-00-5586			-553			BUILDINGS AND IMPROVEMENTS			
59	55559200	5586	555	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	475,596.00		
55	-70-5-592-00-5586			-555			BUILDINGS AND IMPROVEMENTS			
60	55559200	5586	556	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	3,017,972.01		
55	-70-5-592-00-5586			-556			BUILDINGS AND IMPROVEMENTS			
61	55559200	5570	560	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	.03		
55	-70-5-592-00-5570			-560			LAND AND IMPROVEMENTS			
62	55559200	5586	563	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	18,514.39		
55	-70-5-592-00-5586			-563			BUILDINGS AND IMPROVEMENTS			
63	55559200	5586	564	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	154,999.43		
55	-70-5-592-00-5586			-564			BUILDINGS AND IMPROVEMENTS			
64	55559200	5586	515	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	438,537.42		
55	-70-5-592-00-5586			-515			BUILDINGS AND IMPROVEMENTS			
65	55559200	5586	555-A	LIT 19	LIT 19		Adjust UCPS Bond Fund 55 A	108,449.21		
55	-70-5-592-00-5586			-555-A			BUILDINGS AND IMPROVEMENTS			
** JOURNAL TOTAL					0.00		0.00			

LIT#19 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 222 BUA 10/02/2009 10/08/2009 LIT 21 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	55491100	4717	530		<u>LIT 21</u> LIT 21		Adjust UCPS Bond Fund 55 A	6,860,227.00		
55	-91-4-911-00-4717			-530		GO BOND PROCEEDS PREMIUM				
2	55491100	4730	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	77,640,000.00		
55	-91-4-911-00-4730			-530		INST FING PROCEEDS				
3	55491100	4737	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	3,282,511.00		
55	-91-4-911-00-4737			-530		INST FING PREMIUM				
4	55491100	4737	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	1,355,098.00		
55	-91-4-911-00-4737			-530		INST FING PREMIUM				
5	55491100	4710	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	89,137,836.00		
55	-91-4-911-00-4710			-530		GO BOND PROCEEDS				
6	55559200	5715	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	1,282,182.59		
55	-70-5-592-00-5715			-530		GO BOND ISSUE COSTS				
7	55559200	5735	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	914,730.35		
55	-70-5-592-00-5735			-530		INST FIN ISSUANCE COSTS				
8	55598000	5010	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	6,305.66		
55	-98-5-980-00-5010			-530		IFT TO GENERAL FUND				
9	55559200	5765	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	93,958.23		
55	-70-5-592-00-5765			-530		GO CP BAN ISSUANCE COSTS				
10	55559200	5920	530		LIT 21 LIT 21		Adjust UCPS Bond Fund 55 A	2,096,649.05		
55	-70-5-592-00-5920			-530		CONTINGENCY				
** JOURNAL TOTAL					0.00		0.00			

School Bond Fund-55 - LIT to adjust budget accounts (account by account) to actual or revised project estimates based on 2009 CIP submission and discussions with UCPS officials.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 234 BUA 10/02/2009 10/08/2009 Correction 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	55491100	4737	530		<u>LIT 21</u> LIT 21A		Adjust UCPS Bond Fund 55 A	1,355,098.00		
55	-91-4-911-00-4737			-530		INST FING PREMIUM				
2	55493000	4810	530		LIT 21 LIT 21A		Adjust UCPS Bond Fund 55 A	1,355,098.00		
55	-70-4-930-00-4810			-530		INVEST EARNINGS				
** JOURNAL TOTAL					0.00		0.00			

School Bond Fund-55 - LIT to adjust budget accounts (account by account) to actual or revised project estimates based on 2009 CIP submission and discussions with UCPS officials (correction to LIT#21).

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 500 BUA 10/20/2009 10/20/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
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YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 500 BUA 10/20/2009 10/20/2009 BA chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10557000	5699	1613	BA15			ADD. DJJDP STATE REV 2009-	13,100.00		
10	-60-5-570-00-5699			-1613			PAYMENTS TO OTHER AGENCIES			
2	10557000	5699	1612	BA15			ADD. DJJDP STATE REV 2009-	12,115.00		
10	-60-5-570-00-5699			-1612			PAYMENTS TO OTHER AGENCIES			
3	10557000	5699	1610	BA15			ADD. DJJDP STATE REV 2009-	21,851.00		
10	-60-5-570-00-5699			-1610			PAYMENTS TO OTHER AGENCIES			
4	10457000	4496	1613	BA15			ADD. DJJDP STATE REV 2009-		13,100.00	
10	-60-4-570-00-4496			-1613			ST GRANT-FOR COMM BASED PROGS			
5	10457000	4496	1612	BA15			ADD. DJJDP STATE REV 2009-		12,115.00	
10	-60-4-570-00-4496			-1612			ST GRANT-FOR COMM BASED PROGS			
6	10457000	4496	1610	BA15			ADD. DJJDP STATE REV 2009-		21,851.00	
10	-60-4-570-00-4496			-1610			ST GRANT-FOR COMM BASED PROGS			
7	10	393500		BA15					47,066.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
8	10	393400		BA15				47,066.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					47,066.00			47,066.00		

General Fund - BA to appropriate additional State funds (DJJDP) for FY2010 in the DJJDP - Connecting Futures, Project Challenge and United Family Services program budgets.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 503 BUA 10/20/2009 10/20/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553101	5381	1450	BA16			FED ARRA FUNDS -FOOD CO RE	49,553.00		
10	-60-5-531-01-5381			-1450			PROFESSIONAL SERVICES			
2	10453101	4342	1450	BA16			FED ARRA FUNDS -FOOD CO RE		49,553.00	
10	-60-4-531-01-4342			-1450			FED GRANT-BLOCK GRANT			
3	10	393500		BA16					49,553.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		BA16				49,553.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					49,553.00			49,553.00		

General Fund - BA to appropriate additional federal funds (ARRA) for FY2010 food and nutrition service benefits in the Social Services - Administration program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 504 BUA 10/12/2009 10/20/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT										

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	504	BUA	10/12/2009	10/20/2009	LIT	chelms	1	N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10458100	4493	1680	LIT23			CORRECT NCDOT GRANT REVENU		1,374.00	
10	-60-4-581-00-4493			-1680			ST GRANT-HSTM ADMIN			
2	10458100	4393	1680	LIT23			CORRECT NCDOT GRANT REVENU	1,374.00		
10	-60-4-581-00-4393			-1680			FED GRANT-HSTM ADMIN			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts for coding in the Transportation and Nutrition program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	04	505	BUA	10/08/2009	10/20/2009	LIT	chelms	1N	J/E		2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551151	5397	13504	LIT22			MOVE FUND HLTH PROMO. BUDG	4,700.00		
10	-60-5-511-51-5397			-13504			PUBLIC ASSISTANCE INCENTIVES			
9	10551151	5260	13504	LIT22			MOVE FUND HLTH PROMO. BUDG		4,700.00	
10	-60-5-511-51-5260			-13504			PRINTING AND OFFICE SUPPLIES			
2	10551151	5395	1352	LIT22			MOVE FUND HLTH PROMO. BUDG	96.00		
10	-60-5-511-51-5395			-1352			EDUCATION EXPENSES			
10	10551151	5260	1352	LIT22			MOVE FUND HLTH PROMO. BUDG		96.00	
10	-60-5-511-51-5260			-1352			PRINTING AND OFFICE SUPPLIES			
3	10551151	5260	1353	LIT22			MOVE FUND HLTH PROMO. BUDG	164.00		
10	-60-5-511-51-5260			-1353			PRINTING AND OFFICE SUPPLIES			
4	10551151	5370	1353	LIT22			MOVE FUND HLTH PROMO. BUDG	247.00		
10	-60-5-511-51-5370			-1353			ADVERTISING/EMPL.RECOGNITION			
5	10551151	5381	1353	LIT22			MOVE FUND HLTH PROMO. BUDG	240.00		
10	-60-5-511-51-5381			-1353			PROFESSIONAL SERVICES			
11	10551151	5220	1353	LIT22			MOVE FUND HLTH PROMO. BUDG		651.00	
10	-60-5-511-51-5220			-1353			FOOD AND PROVISIONS			
6	10551151	5232	1350	LIT22			MOVE FUND HLTH PROMO. BUDG	180.00		
10	-60-5-511-51-5232			-1350			AUDIO VISUAL SUPPLIES			
7	10551151	5352	1350	LIT22			MOVE FUND HLTH PROMO. BUDG	280.00		
10	-60-5-511-51-5352			-1350			MATNT & REPAIRS-EQUIPMENT			
8	10551151	5397	1350	LIT22			MOVE FUND HLTH PROMO. BUDG	675.00		
10	-60-5-511-51-5397			-1350			PUBLIC ASSISTANCE INCENTIVES			
12	10551151	5381	1350	LIT22			MOVE FUND HLTH PROMO. BUDG		1,135.00	
10	-60-5-511-51-5381			-1350			PROFESSIONAL SERVICES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts in the Public Health - Kate B. Reynolds, Healthy Carolinians, Susan G. Komen Breast Cancer, and Health Promotion program budgets.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 506 BUA 06/30/2009 10/20/2009 LIT 204 IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT						ACCOUNT DESCRIPTION				
1	55491100	4710	530		<u>LIT 24</u> <u>LIT 24</u>		Fund 55 PTD Budget Adjustm		11,666,040.51	
55	-91-4-911-00-4710				-530	GO BOND PROCEEDS				
2	55498000	4015			LIT 24 LIT 24		Fund 55 PTD Budget Adjustm	11,666,040.51		
55	-98-4-980-00-4015				-	IFT FROM DEBT RESERVE FUND				
3	55559200	5586	516		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm	46,203.00		
55	-70-5-592-00-5586				-516	BUILDINGS AND IMPROVEMENTS				
4	55559200	5920	530		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm		15,634.99	
55	-70-5-592-00-5920				-530	CONTINGENCY				
5	55559200	5586	552		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm	3,182.99		
55	-70-5-592-00-5586				-552	BUILDINGS AND IMPROVEMENTS				
6	55559200	5570	558		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm		5,813,515.57	
55	-70-5-592-00-5570				-558	LAND AND IMPROVEMENTS				
7	55559200	5586	558		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm	5,813,515.57		
55	-70-5-592-00-5586				-558	BUILDINGS AND IMPROVEMENTS				
8	55559200	5586	561		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm		41,325.00	
55	-70-5-592-00-5586				-561	BUILDINGS AND IMPROVEMENTS				
9	55559200	5586	562		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm		61,987.00	
55	-70-5-592-00-5586				-562	BUILDINGS AND IMPROVEMENTS				
10	55559200	5586	568		LIT 24 LIT 24		Fund 55 PTD Budget Adjustm	69,561.00		
55	-70-5-592-00-5586				-568	BUILDINGS AND IMPROVEMENTS				
** JOURNAL TOTAL					0.00		0.00			

School Bond Fund-55 - LIT to adjust budget accounts (account by account) to actual or revised project estimates based on 2009 CIP submission and discussions with UCPS officials.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 521 BUA 10/20/2009 10/20/2009 LIT 25 IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT						ACCOUNT DESCRIPTION				
1	55559200	5586	563		<u>LIT 25</u> <u>LIT 25</u>		Fd55 SalesTx Budget Adjust		240,233.03	
55	-70-5-592-00-5586				-563	BUILDINGS AND IMPROVEMENTS				
2	55559200	5586	561		LIT 25 LIT 25		Fd55 SalesTx Budget Adjust		5,886.00	
55	-70-5-592-00-5586				-561	BUILDINGS AND IMPROVEMENTS				
3	55559200	5586	559		LIT 25 LIT 25		Fd55 SalesTx Budget Adjust		280,102.64	
55	-70-5-592-00-5586				-559	BUILDINGS AND IMPROVEMENTS				
4	55559200	5586	558		LIT 25 LIT 25		Fd55 SalesTx Budget Adjust		669,756.84	
55	-70-5-592-00-5586				-558	BUILDINGS AND IMPROVEMENTS				
5	55559200	5586	557		LIT 25 LIT 25		Fd55 SalesTx Budget Adjust		356,254.57	
55	-70-5-592-00-5586				-557	BUILDINGS AND IMPROVEMENTS				
6	55559200	5586	556		LIT 25 LIT 25		Fd55 SalesTx Budget Adjust		659.95	
55	-70-5-592-00-5586				-556	BUILDINGS AND IMPROVEMENTS				

School Bond Fund-55 - LIT to reallocate appropriation due to school facility construction sales tax refunds, from various projects to the School Bond projects.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 521 BUA 10/20/2009 10/20/2009 LIT 25 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
7	55559200	5586	551	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	1,084.29	
55	-70-5-592-00-5586			-551			BUILDINGS AND IMPROVEMENTS		
8	55559200	5586	529	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	1,385.92	
55	-70-5-592-00-5586			-529			BUILDINGS AND IMPROVEMENTS		
9	55559200	5586	528	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	352.08	
55	-70-5-592-00-5586			-528			BUILDINGS AND IMPROVEMENTS		
10	55559200	5586	527	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	1,017.60	
55	-70-5-592-00-5586			-527			BUILDINGS AND IMPROVEMENTS		
11	55559200	5586	518	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	985.66	
55	-70-5-592-00-5586			-518			BUILDINGS AND IMPROVEMENTS		
12	55559200	5586	515	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	137,922.51	
55	-70-5-592-00-5586			-515			BUILDINGS AND IMPROVEMENTS		
13	55559200	5586	514	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	38,101.91	
55	-70-5-592-00-5586			-514			BUILDINGS AND IMPROVEMENTS		
14	55559200	5586	513	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	6,569.87	
55	-70-5-592-00-5586			-513			BUILDINGS AND IMPROVEMENTS		
15	55559200	5586	512	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	29,704.19	
55	-70-5-592-00-5586			-512			BUILDINGS AND IMPROVEMENTS		
16	55559200	5920	530	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	1,851,448.13	
55	-70-5-592-00-5920			-530			CONTINGENCY		
17	55559200	5580	BS02	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	72,667.84	
55	-70-5-592-00-5580			-BS02			BUILDINGS AND IMPROVEMENTS		
18	55559200	5586	555-A	LIT 25	LIT 25		Fd55 SalesTx Budget Adjust	8,763.23	
55	-70-5-592-00-5586			-555-A			BUILDINGS AND IMPROVEMENTS		
** JOURNAL TOTAL					0.00		0.00		

LIT#25 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 861 BUA 10/27/2009 10/29/2009 LIT chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551150	5239	1323	LIT26			ADD. FUNDS WHERE NEEDED	242.00	
10	-60-5-511-50-5239			-1323			MEDICAL SUPPLIES AND EQUIPMENT		
2	10551150	5383	1323	LIT26			ADD. FUNDS WHERE NEEDED	2,461.00	
10	-60-5-511-50-5383			-1323			MEDICAL SERVICES		
4	10551150	5212	1323	LIT26			ADD. FUNDS WHERE NEEDED	86.00	
10	-60-5-511-50-5212			-1323			WEARING APPARREL		
5	10551150	5220	1323	LIT26			ADD. FUNDS WHERE NEEDED	70.00	
10	-60-5-511-50-5220			-1323			FOOD AND PROVISIONS		

General Fund - LIT to adjust budget accounts in the Public Health - Breast and Cervical Cancer Control, and Family Planning program budgets.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 861 BUA 10/27/2009 10/29/2009 LIT cheims 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
6	10551150	5290	1323	LIT26			ADD. FUNDS WHERE NEEDED		16.00	
10	-60-5-511-50-5290			-1323			TOOLS AND SUPPLIES			
7	10551150	5491	1323	LIT26			ADD. FUNDS WHERE NEEDED		39.00	
10	-60-5-511-50-5491			-1323			DUES AND MEMBERSHIPS			
8	10551150	5395	1323	LIT26			ADD. FUNDS WHERE NEEDED		240.00	
10	-60-5-511-50-5395			-1323			EDUCATION EXPENSES			
9	10551150	5381	1323	LIT26			ADD. FUNDS WHERE NEEDED		800.00	
10	-60-5-511-50-5381			-1323			PROFESSIONAL SERVICES			
10	10551150	5260	1323	LIT26			ADD. FUNDS WHERE NEEDED		1,300.00	
10	-60-5-511-50-5260			-1323			PRINTING AND OFFICE SUPPLIES			
11	10551150	5397	1323	LIT26			ADD. FUNDS WHERE NEEDED		152.00	
10	-60-5-511-50-5397			-1323			PUBLIC ASSISTANCE INCENTIVES			
3	10551150	5325	1324	LIT26			ADD. FUNDS WHERE NEEDED	2,000.00		
10	-60-5-511-50-5325			-1324			POSTAGE			
12	10551150	5260	1324	LIT26			ADD. FUNDS WHERE NEEDED		1,000.00	
10	-60-5-511-50-5260			-1324			PRINTING AND OFFICE SUPPLIES			
13	10551150	5383	1324	LIT26			ADD. FUNDS WHERE NEEDED		1,000.00	
10	-60-5-511-50-5383			-1324			MEDICAL SERVICES			
** JOURNAL TOTAL					0.00			0.00		

LIT#26 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 04 921 BUA 10/28/2009 11/02/2009 LIT cheims 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64571400	5594	SP015	LIT27			TALLWOOD PEER REVIEW	4,885.00		
64	-90-5-714-00-5594			-SP015			ARCHITECTURAL & ENGINEERING			
2	64571400	5595	SP015	LIT27			TALLWOOD PEER REVIEW		4,885.00	
64	-90-5-714-00-5595			-SP015			CONSTRUCTION			
** JOURNAL TOTAL					0.00			0.00		

Water & Sewer Capital Project Fund - LIT to adjust budget accounts within the Tallwood Waste Water Treatment Plant replacement project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 356 BUA 11/02/2009 11/18/2009 LIT cheims 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT										

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 356 BUA 11/02/2009 11/18/2009 LIT chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	64571400	5595	MW013	LIT28			SMITH FARM PROJECT	35,000.00	
64	-90-5-714-00-5595			-MW013			CONSTRUCTION		
2	64571400	5595	MW001	LIT28			SMITH FARM PROJECT		35,000.00
64	-90-5-714-00-5595			-MW001			CONSTRUCTION		
** JOURNAL TOTAL					0.00			0.00	

Water & Sewer Capital Project Fund - LIT to allocate Miscellaneous Water Line Replacement contingency account funds for construction expenditures in the Smith Farm Road Water Line Extension project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 357 BUA 11/08/2009 11/18/2009 LIT chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551150	5121	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	850.00	
10	-60-5-511-50-5121			-1332			SALARIES & WAGES		
2	10551150	5132	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	20.00	
10	-60-5-511-50-5132			-1332			SEPARATION ALLOWANCE		
3	10551150	5134	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	43.00	
10	-60-5-511-50-5134			-1332			401-K SUPP RET PLAN -OTHER		
4	10551150	5181	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	65.00	
10	-60-5-511-50-5181			-1332			FICA CONTRIBUTIONS		
5	10551150	5182	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	42.00	
10	-60-5-511-50-5182			-1332			RET CONTRIB.- OTHER EMPLOYEES		
6	10551150	5183	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	11.00	
10	-60-5-511-50-5183			-1332			HEALTH INSURANCE		
7	10551150	5187	1332	LIT29			MOVE FUNDS INTO PHYS SALAR	2.00	
10	-60-5-511-50-5187			-1332			DENTAL INSURANCE		
8	10551150	5239	1332	LIT29			MOVE FUNDS INTO PHYS SALAR		1,033.00
10	-60-5-511-50-5239			-1332			MEDICAL SUPPLIES AND EQUIPMENT		
** JOURNAL TOTAL					0.00			0.00	

General Fund - LIT to adjust budget accounts in the Public Health - Tuberculosis Medical program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 358 BUA 11/13/2009 11/18/2009 LIT chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10540900	5265		LIT30			NEW COMPUTER	410.00	
10	-10-5-409-00-5265			-			OFFICE COMPUTER EQUIPMENT		

General Fund - LIT to adjust budget accounts in the Personnel Department program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 358 BUA 11/13/2009 11/18/2009 LIT chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
2	10540900	5312				LIT30	NEW COMPUTER		410.00	
10	-10-5-409-00-5312						TRAVEL SUBSISTENCE			
** JOURNAL TOTAL					0.00		0.00			

LIT#30 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 359 BUA 11/03/2009 11/18/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543200	5352				BA17	TOWER REPAIR	23,033.00		
10	-20-5-432-00-5352						MAINT & REPAIRS-EQUIPMENT			
2	10443200	4850				BA17	TOWER REPAIR		23,033.00	
10	-20-4-432-00-4850						MISC REVENUE-INSURANCE REFUNDS			
3	10	393500				BA17			23,033.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA17		23,033.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					23,033.00		23,033.00			

General Fund - BA to appropriate insurance refund for tower repair (due to lightning strike) in the Communications program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 360 BUA 11/03/2009 11/18/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5239	1321			BA19	ADD.FED REV.STORAGE IMMUNI	7,000.00		
10	-60-5-511-50-5239					-1321	MEDICAL SUPPLIES AND EQUIPMENT			
2	10451150	4320	1321			BA19	ADD.FED REV.STORAGE IMMUNI		7,000.00	
10	-60-4-511-50-4320					-1321	FED GRANT-IAP			
3	10	393500				BA19			7,000.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA19		7,000.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					7,000.00		7,000.00			

General Fund - BA to appropriate additional federal funds for increasing immunization supplies storage capacity in the Public Health - Immunization Action Plan program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 361 BUA 11/16/2009 11/18/2009 BA chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5239	13602	BA20			ADD.FED.REV.WIC PROGRAM	3,000.00		
10	-60-5-511-52-5239			-13602			MEDICAL SUPPLIES AND EQUIPMENT			
2	10551152	5260	13602	BA20			ADD.FED.REV.WIC PROGRAM	74,040.00		
10	-60-5-511-52-5260			-13602			PRINTING AND OFFICE SUPPLIES			
3	10551152	5325	13602	BA20			ADD.FED.REV.WIC PROGRAM	500.00		
10	-60-5-511-52-5325			-13602			POSTAGE			
4	10551152	5383	13602	BA20			ADD.FED.REV.WIC PROGRAM	200.00		
10	-60-5-511-52-5383			-13602			MEDICAL SERVICES			
5	10551152	5392	13602	BA20			ADD.FED.REV.WIC PROGRAM	300.00		
10	-60-5-511-52-5392			-13602			LAUNDRY AND DRY CLEANING			
6	10551152	5397	13602	BA20			ADD.FED.REV.WIC PROGRAM	1,000.00		
10	-60-5-511-52-5397			-13602			PUBLIC ASSISTANCE INCENTIVES			
7	10451152	4316	13602	BA20			ADD.FED.REV.WIC PROGRAM		79,040.00	
10	-60-4-511-52-4316			-13602			FED GRANT-FOR WIC PROGRAMS			
8	10	393500		BA20					79,040.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
9	10	393400		BA20				79,040.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					79,040.00		79,040.00			

General Fund - BA to appropriate additional federal funds for increasing client services in the Public Health - WIC Client Services program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 364 BUA 11/16/2009 11/18/2009 BA chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5239	1321	BA22			ADD.FED.REV. IMMUNIZATION	25,000.00		
10	-60-5-511-50-5239			-1321			MEDICAL SUPPLIES AND EQUIPMENT			
2	10551150	5381	1321	BA22			ADD.FED.REV. IMMUNIZATION	20,000.00		
10	-60-5-511-50-5381			-1321			PROFESSIONAL SERVICES			
3	10551150	5383	1321	BA22			ADD.FED.REV. IMMUNIZATION	29,625.00		
10	-60-5-511-50-5383			-1321			MEDICAL SERVICES			
4	10451150	4320	1321	BA22			ADD.FED.REV. IMMUNIZATION		74,625.00	
10	-60-4-511-50-4320			-1321			FED GRANT-IAP			
5	10	393500		BA22					74,625.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
6	10	393400		BA22				74,625.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					74,625.00		74,625.00			

General Fund - BA to appropriate additional federal funds for increasing school age children vaccines in the Public Health - Immunization Action Plan program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	05	365	BUA	11/16/2009	11/18/2009	BA	chelms		IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5239	1337	BA21			ADD.FED.REV. BIOTERRORISM	25,493.00		
10	-60-5-511-50-5239			-1337			MEDICAL SUPPLIES AND EQUIPMENT			
2	10551150	5351	1337	BA21			ADD.FED.REV. BIOTERRORISM	6,500.00		
10	-60-5-511-50-5351			-1337			MAINT & REPAIRS-BUILDINGS			
3	10551150	5260	1337	BA21			ADD.FED.REV. BIOTERRORISM	4,500.00		
10	-60-5-511-50-5260			-1337			PRINTING AND OFFICE SUPPLIES			
4	10551150	5550	1337	BA21			ADD.FED.REV. BIOTERRORISM	9,000.00		
10	-60-5-511-50-5550			-1337			OTHER EQUIPMENT			
5	10551150	5121	1337	BA21			ADD.FED.REV. BIOTERRORISM	400,000.00		
10	-60-5-511-50-5121			-1337			SALARIES & WAGES			
6	10551150	5132	1337	BA21			ADD.FED.REV. BIOTERRORISM	9,360.00		
10	-60-5-511-50-5132			-1337			SEPARATION ALLOWANCE			
7	10551150	5134	1337	BA21			ADD.FED.REV. BIOTERRORISM	20,000.00		
10	-60-5-511-50-5134			-1337			401-K SUPP RET PLAN -OTHER			
8	10551150	5181	1337	BA21			ADD.FED.REV. BIOTERRORISM	30,600.00		
10	-60-5-511-50-5181			-1337			FICA CONTRIBUTIONS			
9	10551150	5182	1337	BA21			ADD.FED.REV. BIOTERRORISM	19,560.00		
10	-60-5-511-50-5182			-1337			RET CONTRIB.- OTHER EMPLOYEES			
10	10451150	4313	1337	BA21			ADD.FED.REV. BIOTERRORISM		525,013.00	
10	-60-4-511-50-4313			-1337			FED GRANT-NC DEHNR			
11	10	393500		BA21					525,013.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
12	10	393400		BA21				525,013.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					525,013.00		525,013.00			

General Fund - BA to appropriate additional federal funds for H1N1 flu pandemic in the Public Health - Bioterrorism program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	05	367	BUA	11/03/2009	11/18/2009	BA	chelms		IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543130	5121	1056	BA18			CONTRACT DEPUTIES	136,456.00		
10	-20-5-431-30-5121			-1056			SALARIES & WAGES			
2	10543130	5122	1056	BA18			CONTRACT DEPUTIES	1,386.00		
10	-20-5-431-30-5122			-1056			SALARIES & WAGES-OVERTIME			
3	10543130	5132	1056	BA18			CONTRACT DEPUTIES	3,226.00		
10	-20-5-431-30-5132			-1056			SEPARATION ALLOWANCE			
4	10543130	5134	1056	BA18			CONTRACT DEPUTIES	6,892.00		
10	-20-5-431-30-5134			-1056			401-K SUPP RET PLAN -OTHER			

General Fund - BA to appropriate intergovernmental revenue for five additional deputy positions, operating costs and equipment for the Town of Indian Trail in the Law Enforcement program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 367 BUA 11/03/2009 11/18/2009 BA chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
ACCOUNT						ACCOUNT DESCRIPTION			
5	10543130	5181	1056	BA18			CONTRACT DEPUTIES	10,545.00	
10	-20-5-431-30-5181		-1056			FICA CONTRIBUTIONS			
6	10543130	5182	1056	BA18			CONTRACT DEPUTIES	6,741.00	
10	-20-5-431-30-5182		-1056			RET CONTRIB.- OTHER EMPLOYEES			
7	10543130	5183	1056	BA18			CONTRACT DEPUTIES	21,775.00	
10	-20-5-431-30-5183		-1056			HEALTH INSURANCE			
8	10543130	51842	1056	BA18			CONTRACT DEPUTIES	2,482.00	
10	-20-5-431-30-51842		-1056			HEALTH INSURANCE - OPEB			
9	10543130	5187	1056	BA18			CONTRACT DEPUTIES	1,443.00	
10	-20-5-431-30-5187		-1056			DENTAL INSURANCE			
10	10543130	5212	1056	BA18			CONTRACT DEPUTIES	5,346.00	
10	-20-5-431-30-5212		-1056			WEARING APPARREL			
11	10543130	5233	1056	BA18			CONTRACT DEPUTIES	1,079.00	
10	-20-5-431-30-5233		-1056			PERIODICALS BOOKS & OTHER PUB			
12	10543130	5239	1056	BA18			CONTRACT DEPUTIES	462.00	
10	-20-5-431-30-5239		-1056			MEDICAL SUPPLIES AND EQUIPMENT			
13	10543130	5290	1056	BA18			CONTRACT DEPUTIES	7,998.00	
10	-20-5-431-30-5290		-1056			TOOLS AND SUPPLIES			
14	10543130	5290	1056	BA18			CONTRACT DEPUTIES	5,545.00	
10	-20-5-431-30-5290		-1056			TOOLS AND SUPPLIES			
15	10543130	5312	1056	BA18			CONTRACT DEPUTIES	617.00	
10	-20-5-431-30-5312		-1056			TRAVEL SUBSISTENCE			
16	10543130	5321	1056	BA18			CONTRACT DEPUTIES	3,836.00	
10	-20-5-431-30-5321		-1056			TELEPHONE AND COMMUNICATIONS			
17	10543130	5353	1056	BA18			CONTRACT DEPUTIES	8,202.00	
10	-20-5-431-30-5353		-1056			MAINT & REPAIRS-FUEL GAS			
18	10543130	5358	1056	BA18			CONTRACT DEPUTIES	5,026.00	
10	-20-5-431-30-5358		-1056			MAINT & REPAIRS-VEH INTERDEPT			
19	10543130	5381	1056	BA18			CONTRACT DEPUTIES	231.00	
10	-20-5-431-30-5381		-1056			PROFESSIONAL SERVICES			
20	10543130	5383	1056	BA18			CONTRACT DEPUTIES	462.00	
10	-20-5-431-30-5383		-1056			MEDICAL SERVICES			
21	10543130	5395	1056	BA18			CONTRACT DEPUTIES	1,388.00	
10	-20-5-431-30-5395		-1056			EDUCATION EXPENSES			
22	10543130	5450	1056	BA18			CONTRACT DEPUTIES	2,942.00	
10	-20-5-431-30-5450		-1056			INSURANCE AND BONDING			
23	10543130	5540	1056	BA18			CONTRACT DEPUTIES	26,875.00	
10	-20-5-431-30-5540		-1056			VEHICLES			
24	10543130	5550	1056	BA18			CONTRACT DEPUTIES	13,250.00	
10	-20-5-431-30-5550		-1056			OTHER EQUIPMENT			
25	10443130	4290	1056	BA18			CONTRACT DEPUTIES	246,785.00	
10	-20-4-431-30-4290		-1056			DEPT INTERGOV RECEIPTS RIG-LSR			

BA#18 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 367 BUA 11/03/2009 11/18/2009 BA chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
26	10543130	5920	1056	BA18			CONTRACT DEPUTIES	27,420.00		
10	-20-5-431-30	5920	-1056				CONTINGENCY			
27	10	393500		BA18				246,785.00	1	
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
28	10	393400		BA18				246,785.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					246,785.00		246,785.00			

BA#18 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 558 BUA 11/19/2009 11/23/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5381	1515	LIT 31			COVER EXP. JCPC DAYMARK EX	10,200.00		
10	-60-5-531-60	5381	-1515				PROFESSIONAL SERVICES			
2	10557800	5699	1607	LIT 31			COVER EXP. JCPC DAYMARK EX	3,325.00		
10	-60-5-578-00	5699	-1607				PAYMENTS TO OTHER AGENCIES			
3	10559209	5711		LIT 31			COVER EXP. JCPC DAYMARK EX		10,200.00	
10	-70-5-592-09	5711	-				GO BOND INTEREST			
4	10559209	5711		LIT 31			COVER EXP. JCPC DAYMARK EX		3,325.00	
10	-70-5-592-09	5711	-				GO BOND INTEREST			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts from Debt Service program budgets to Social Services - Child Support Enforcement program budget and DJJDP - DayMark Home Based Services program budget. Approved as provided in Section K of the Resolution Governing Certain Contract, Personnel, and Fiscal Matters. DJJDP amount reflects appropriation of revenue received in FY2009.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 559 BUA 11/19/2009 11/23/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64571400	5594	WT051	LTT32			PW - CIP	100.00		
64	-90-5-714-00	5594	-WT051				ARCHITECTURAL & ENGINEERING			
2	64571400	5594	MW001	LIT32			PW - CIP		100.00	
64	-90-5-714-00	5594	-MW001				ARCHITECTURAL & ENGINEERING			
** JOURNAL TOTAL					0.00		0.00			

Water & Sewer Capital Project Fund - LIT to allocate Miscellaneous Water Line Replacement contingency account funds for engineering expenditures in the Anson 4.0 MGD Water Improvement project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 689 BUA 11/17/2009 11/30/2009 LIT chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553101	5321	1452	LIT	33		CHRISTMAS BUR PHONE ELEC FU	1,000.00		
10	-60-5-531-01-5321			-1452			TELEPHONE AND COMMUNICATIONS			
2	10553101	5330	1452	LIT	33		CHRISTMAS BUR PHONE ELEC FU	3,000.00		
10	-60-5-531-01-5330			-1452			UTILITIES			
3	10553101	5399	1452	LIT	33		CHRISTMAS BUR PHONE ELEC FU		4,000.00	
10	-60-5-531-01-5399			-1452			PUBLIC ASSISTANCE			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts within the Social Services - Christmas Bureau program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 769 BUA 11/16/2009 12/08/2009 BA chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5220	1535	BA23			HOME VISITS STATE GRANTSMA	1,000.00		
10	-60-5-531-60-5220			-1535			FOOD AND PROVISIONS			
2	10553160	5265	1535	BA23			HOME VISITS STATE GRANTSMA	200.00		
10	-60-5-531-60-5265			-1535			OFFICE COMPUTER EQUIPMENT			
3	10553160	5312	1535	BA23			HOME VISITS STATE GRANTSMA	600.00		
10	-60-5-531-60-5312			-1535			TRAVEL SUBSISTENCE			
4	10553160	5381	1535	BA23			HOME VISITS STATE GRANTSMA	15,171.00		
10	-60-5-531-60-5381			-1535			PROFESSIONAL SERVICES			
5	10553160	5395	1535	BA23			HOME VISITS STATE GRANTSMA	325.00		
10	-60-5-531-60-5395			-1535			EDUCATION EXPENSES			
6	10553160	5399	1535	BA23			HOME VISITS STATE GRANTSMA	2,414.00		
10	-60-5-531-60-5399			-1535			PUBLIC ASSISTANCE			
7	10553160	5491	1535	BA23			HOME VISITS STATE GRANTSMA	20.00		
10	-60-5-531-60-5491			-1535			DUES AND MEMBERSHIPS			
8	10453160	4447	1535	BA23			HOME VISITS STATE GRANTSMA		18,647.00	
10	-60-4-531-60-4447			-1535			ST GRANT-SMART S'PART			
9	10553160	5260	1535	BA23			HOME VISITS STATE GRANTSMA		693.00	
10	-60-5-531-60-5260			-1535			PRINTING AND OFFICE SUPPLIES			
10	10553160	5311	1535	BA23			HOME VISITS STATE GRANTSMA		400.00	
10	-60-5-531-60-5311			-1535			TRAVEL			
11	10	393500		BA23					18,647.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
12	10	393400		BA23				18,647.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					18,647.00			18,647.00		

General Fund - BA to appropriate additional State funds (via Union Smart Start) for one on one home visits for Work First clients in the Social Services - Smart Start Assistance program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 05 770 BUA 11/25/2009 12/08/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543200	5325				LIT34		863.00		
10	-20-5-432-00-5325						POSTAGE			
2	10543200	5311				LIT34			363.00	
10	-20-5-432-00-5311						TRAVEL			
3	10543200	5312				LIT34			500.00	
10	-20-5-432-00-5312						TRAVEL SUBSISTENCE			
** JOURNAL TOTAL					0.00		0.00			
** GRAND TOTAL					8,828,100.00		8,828,100.00			

General Fund - LIT to adjust budget accounts for postage within the Communications program budget.

41 Journals printed

** END OF REPORT - Generated by Dept413 **

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/14/09

Action Agenda Item No. 9/11
(Central Admin. use only)

SUBJECT: Local Health Department's Smokefree Law-Coasters

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
Budget Ordinance Amendment #26

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4800

DEPARTMENT'S RECOMMENDED ACTION: Accept state funds in the amount of \$450 to purchase restaurant and bar coasters as a business incentive approved by the Health and Wellness Trust Fund and adopt budget ordinance amendment #26.

BACKGROUND: As an incentive to the new HB 2 legislation that prohibits smoking in public places, Union County Health Department has applied for and been awarded \$450 from the NC Chronic Disease and Injury, Tobacco Prevention and Control branch to purchase restaurant and bar coasters as a business incentive approved by the Health and Wellness Trust Fund. In addition as an incentive, the coasters are to increase the capacity of the local health department to ensure knowledge of, and compliance with the new legislation.

It is the agency's responsibility to deliver the coasters to restaurants and bars within our jurisdiction.

Coasters are to be purchased from an approved Health and Wellness Trust Fund vendor.

FINANCIAL IMPACT: \$450 to Department for purchase of coasters.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 12/14/09

Action Agenda Item No. 9/11
(Central Admin. use only)

SUBJECT: Local Health Department Smokefree Law Education and Implementation Funding

DEPARTMENT: Public Health **PUBLIC HEARING:** No

ATTACHMENT(S):
Budget Ordinance Amendment #26

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4800

DEPARTMENT'S RECOMMENDED ACTION: Accept funds in the amount of \$2,744 for the education and implementation of HB 2 - Prohibiting Smoking in Public Places and adopt budget ordinance amendment #26.

BACKGROUND: To assist in the education, travel and implementation of HB 2, the Union County Health Department has applied for and received funds in the amount of \$2,744 from the NC Chronic Disease and Injury, Tobacco Prevention and Control Branch. The funds will be used towards efforts such as: postage for educating businesses about the new law, the purchase of supplies to help with the education efforts for the new law, placement of approved media messages to promote the benefits of the new law, and other approved deliverables.

The award is included under budget amendment abstract #26

FINANCIAL IMPACT: \$2,744 to the Department

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

BUDGET AMENDMENT

BUDGET Health REQUESTED BY Phillip Tarte
FISCAL YEAR FY2010 DATE December 14, 2009

INCREASE

<u>Description</u>	
<u>Operating Expenses</u>	<u>3,194</u>
<u>State Revenue</u>	<u>3,194</u>

DECREASE

<u>Description</u>	

Explanation: Appropriate additional state revenue for the Environmental Health Department. These funds will be used to
Prohibit Smoking in Public Places.

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

FOR POSTING PURPOSES ONLY

DEBIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10551154-5311-1392</u>	<u>Travel</u>	<u>2,744</u>
<u>10551154-5397-1392</u>	<u>Incentives</u>	<u>450</u>

CREDIT

<u>Code</u>	<u>Account</u>	
<u>10451154-4413-1392</u>	<u>State Revenue</u>	<u>3,194</u>

Total 3,194
Prepared By bl
Posted By _____
Date _____

Total 3,194
Number ICAN
26

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:	12/4/2009
Phone:	704-296-4803	Pages:	11
Re:	Agreement Addenda		

Urgent For Review Please Comment Please Reply Please Recycle

Notes:

Lynn,

Attached are the two Agreement Addenda that go with the Agenda Abstract (to approve Budget Amendment #26) that Mr. Tarte submitted the other day.

Thanks,

Cynthia

Division of Public Health Agreement Addendum FY 09-10

SENT
NOV 23 2009

Page 1 of 3

Union County Health Dept

Chronic Disease & Injury, Tobacco Prevention
and Control

Local Health Department Legal Name

DPH Section/Branch Name

852 - LHD's Smokefree Law

Felicia.Snipes-Dixon, 919-707-5416,
Felicia.Snipes-Dixon@dhhs.nc.gov

Activity Number and Description

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

11/01/2009 - 05/31/2010

Service Period

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

11/01/2009 - 06/30/2010

Payment Period

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

I. Background:

House Bill 2, *An Act to Prohibit Smoking in Certain Public Places and Certain Places of Employment*, passed in 2008-2009 and was signed by the Governor on May 19, 2009 (G.S. 130A-497).

(<http://www.ncleg.net/Sessions/2009/Bills/House/PDF/H2v10.pdf>)

Local Health Departments are statutorily responsible for implementing and enforcing this new law, which goes into effect January 2, 2010. The law addresses the following changes:

- Smoking will not be allowed in enclosed areas of almost all restaurants and bars. The new law does not apply to certain cigar bars that are open only to people over the age of 21.
- Smoking will not be allowed in enclosed areas of lodging establishments, such as hotels, motels, bed and breakfasts, and inns, if the establishment prepares and serves food or drink. An establishment may designate up to 20% of its guest rooms as smoking rooms, and that
- Local governments, such as cities and counties, will have new authority to adopt local laws regulating smoking in public places. A local law may not change the state law to allow smoking in restaurants, bars


Health Director Signature (use blue ink)

11/30/09
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.

and lodging establishments, but it could prohibit smoking in more places. There are several limitations on and exceptions to this new local authority.

II. Purpose:

Goals of the Activity for SFY 09/10 are to:

Increase the capacity of Local Health Departments, and their partners, to ensure knowledge of, and compliance with G. S. 130A-497.

Provide educational and compliance materials to restaurants, bars and other establishments that serve food and drink. (Ex: employee posters, pamphlets for customers and/or employees)

Provide materials to market the North Carolina Quitline to restaurants, bars, and other establishments or businesses affected by passage of the statewide law, or by the passage of additional local regulations.

Place approved media messages to promote the benefits of the statewide law, as part of a comprehensive educational campaign to increase knowledge of, and compliance with G.S. 130A-497.

III. Scope of Work and Deliverables:

Activities will vary county-by-county per need and available funding. Education efforts will target business owners affected by the passage of G.S. 130A-497, employees of affected businesses, and the general public. Implementation materials (business owner guides, employee guides) will target owners, managers, and employees of affected businesses. Counties that are in major media markets may place media messages that reach a more regional population. Deliverables will vary based on level of funding allocated per county. They may include, but are not limited to:

- Education of local health directors, their staff, businesses, and the public about the new law
- Travel and/or registration to meetings or for webinars about implementation of the new law
- Printing of materials to help with the implementation of the new law
- Postage for educating businesses about the new law
- Purchase of supplies to help with the successful education and implementation efforts for the new law
- Placement of approved media messages to promote the benefits of the smoke-free restaurants and bars, especially in larger counties serving major media markets. The Tobacco Prevention and Control Branch Director of Public Education and Communications will approve media messages.
- Temporary staff costs for local health departments to do task work related to implementation in year 1. Task work may include, for example, developing a page for the local health department website to report success of the smokefree restaurant and bars law's implementation in the county, etc.
- Equipment costs under \$500 to be used for implementation of the new law.

IV. Performance Measures/Reporting Requirements:

Programmatic and financial reports shall be submitted by each Local Health Department. Reports shall include brief financial expenditure reports and narrative reports on key accomplishments as defined by the grant.

Reports shall be submitted to the Tobacco Prevention and Control Branch by March 1, 2010 and August 31, 2010.

V. Performance Monitoring and Quality Assurance:

A mid-cycle programmatic report shall be submitted to the Tobacco Prevention and Control Branch by March 1, 2010. A final programmatic and financial report shall be submitted to the Tobacco Prevention and Control Branch by August 31, 2010. Templates for both reports shall be provided by the Tobacco Prevention and Control Branch.

Consequences of performance below expectations include businesses and the public that are not fully informed about the new law, possibly resulting in lower compliance rates. If performance below expectations is detected through routine monitoring, a corrective action plan will be negotiated.

VI. Funding Guidelines or Restrictions:

1. Local Health Departments shall not use sums awarded under this Agreement to substitute or supplant funds from other sources that are currently supporting any existing services.
2. All travel and subsistence expenses must be reimbursed under the prevailing State rates and policies for State employees. State travel rates may be found in the Budget Manual at www.osbm.state.nc.us. Out of state and international travel shall not be reimbursed under this Agreement.
3. Indirect costs are prohibited under this Agreement.
4. Local Health Departments shall maintain full, accurate and verifiable financial records, supporting documentation, and all other pertinent data for this Agreement for a period of five (5) years following the end of the Payment Period.
5. Local Health Departments shall not use these funds to support or engage in any effort to participate in political activities or lobbying, including but not limited to support of or opposition to candidates, ballot initiatives, specific legislation, referenda and other similar activities.
6. Funds may not be used for research.
7. Funds may not be used for enforcement activities related to the new law.

Conflict of Interest Statement:

The Local Health Department certifies that to the best of its knowledge neither the Health Department nor any agent, subcontractor, employee, board member or officer of the Health Department has any pecuniary interest in the business of the Health and Wellness Trust Fund Commission and that neither the Health Department nor any person associated with the Health Department in any way has any interest that would conflict in any manner with the performance of the Agreement.

Allocation Page
For Fiscal Year:09/10
Estimate Number: 0

Waiting for Budget Admin Approval

			852 1551 5543 04	Proposed Total	New Total
		AA	Payment Period 12/01-06/30		
			Service Period 11/01-05/31		
01 ALAMANCE	*	0	\$3,234.00	\$3,234.00	\$3,234.00
01 ALBEMARLE REG	*	0	\$2,362.00	\$2,362.00	\$2,362.00
02 ALEXANDER			\$0.00	\$0.00	\$0.00
04 ANSON			\$0.00	\$0.00	\$0.00
02 APPALACHIAN	*	0	\$2,460.00	\$2,460.00	\$2,460.00
07 BEAUFORT	*	0	\$892.00	\$892.00	\$892.00
09 BLADEN	*	0	\$530.00	\$530.00	\$530.00
10 BRUNSWICK	*	0	\$2,822.00	\$2,822.00	\$2,822.00
11 BUNCOMBE	*	0	\$7,007.00	\$7,007.00	\$7,007.00
12 BURKE	*	0	\$1,352.00	\$1,352.00	\$1,352.00
13 CABARRUS	*	0	\$2,871.00	\$2,871.00	\$2,871.00
14 CALDWELL	*	0	\$1,382.00	\$1,382.00	\$1,382.00
16 CARTERET	*	0	\$2,225.00	\$2,225.00	\$2,225.00
17 CASWELL	*	0	\$333.00	\$333.00	\$333.00
18 CATAWBA	*	0	\$3,695.00	\$3,695.00	\$3,695.00
19 CHAYNAM	*	0	\$941.00	\$941.00	\$941.00
20 CHEROKEE	*	0	\$735.00	\$735.00	\$735.00
22 CLAY	*	0	\$225.00	\$225.00	\$225.00
23 CLEVELAND	*	0	\$1,960.00	\$1,960.00	\$1,960.00
24 COLUMBUS	*	0	\$980.00	\$980.00	\$980.00
25 CRAVEN	*	0	\$1,970.00	\$1,970.00	\$1,970.00
26 CUMBERLAND	*	0	\$6,390.00	\$6,390.00	\$6,390.00
28 DARE	*	0	\$2,421.00	\$2,421.00	\$2,421.00
29 DAVIDSON	*	0	\$2,381.00	\$2,381.00	\$2,381.00
30 DAVIE	*	0	\$804.00	\$804.00	\$804.00
31 DUPLIN	*	0	\$1,254.00	\$1,254.00	\$1,254.00
32 DURHAM	*	0	\$6,517.00	\$6,517.00	\$6,517.00
33 EDGECOMBE	*	0	\$833.00	\$833.00	\$833.00
34 FORSYTH	*	0	\$6,772.00	\$6,772.00	\$6,772.00
35 FRANKLIN			\$0.00	\$0.00	\$0.00
36 GASTON	*	0	\$3,577.00	\$3,577.00	\$3,577.00
38 GRAHAM	*	0	\$314.00	\$314.00	\$314.00
03 GRAN-VANCE	*	0	\$1,686.00	\$1,686.00	\$1,686.00
40 GREENE	*	0	\$274.00	\$274.00	\$274.00
41 GUILFORD	*	0	\$10,956.00	\$10,956.00	\$10,956.00
42 HALIFAX	*	0	\$1,205.00	\$1,205.00	\$1,205.00
43 HARNETT	*	0	\$1,568.00	\$1,568.00	\$1,568.00
44 HAYWOOD	*	0	\$1,617.00	\$1,617.00	\$1,617.00
45 HENDERSON	*	0	\$2,519.00	\$2,519.00	\$2,519.00
46 HERTFORD	*	0	\$568.00	\$568.00	\$568.00
47 HONE			\$0.00	\$0.00	\$0.00
48 HYDE	*	0	\$167.00	\$167.00	\$167.00
49 IREDELL	*	0	\$3,508.00	\$3,508.00	\$3,508.00
50 JACKSON	*	0	\$1,568.00	\$1,568.00	\$1,568.00
51 JOHNSTON	*	0	\$3,028.00	\$3,028.00	\$3,028.00
52 JONES			\$0.00	\$0.00	\$0.00
53 LEE			\$0.00	\$0.00	\$0.00
54 LENOIR	*	0	\$1,460.00	\$1,460.00	\$1,460.00
55 LINCOLN	*	0	\$1,127.00	\$1,127.00	\$1,127.00
56 MACON	*	0	\$1,137.00	\$1,137.00	\$1,137.00
57 MADISON	*	0	\$353.00	\$353.00	\$353.00
04 MAR-TYR-WASH	*	0	\$941.00	\$941.00	\$941.00
60 MECKLENBURG	*	0	\$22,638.00	\$22,638.00	\$22,638.00

62 MONTGOMERY	*	0	\$578.00	\$578.00	\$578.00
63 MOORE	*	0	\$2,607.00	\$2,607.00	\$2,607.00
64 NASH	*	0	\$2,058.00	\$2,058.00	\$2,058.00
65 NEW HANOVER	*	0	\$6,105.00	\$6,105.00	\$6,105.00
66 NORTHAMPTON	*	0	\$255.00	\$255.00	\$255.00
67 ONSLOW	*	0	\$2,499.00	\$2,499.00	\$2,499.00
68 ORANGE	*	0	\$2,764.00	\$2,764.00	\$2,764.00
69 PAMLICO			\$0.00	\$0.00	\$0.00
71 PENDER	*	0	\$804.00	\$804.00	\$804.00
73 PERSON	*	0	\$715.00	\$715.00	\$715.00
74 PITT	*	0	\$3,675.00	\$3,675.00	\$3,675.00
76 RANDOLPH	*	0	\$2,215.00	\$2,215.00	\$2,215.00
77 RICHMOND	*	0	\$813.00	\$813.00	\$813.00
78 ROBESON	*	0	\$2,597.00	\$2,597.00	\$2,597.00
79 ROCKINGHAM	*	0	\$1,842.00	\$1,842.00	\$1,842.00
80 ROWAN	*	0	\$2,401.00	\$2,401.00	\$2,401.00
05 R-P-M	*	0	\$2,724.00	\$2,724.00	\$2,724.00
82 SAMPSON	*	0	\$1,156.00	\$1,156.00	\$1,156.00
83 SCOTLAND	*	0	\$676.00	\$676.00	\$676.00
84 STANLY	*	0	\$1,294.00	\$1,294.00	\$1,294.00
85 STOKES	*	0	\$568.00	\$568.00	\$568.00
86 SURRY	*	0	\$1,754.00	\$1,754.00	\$1,754.00
87 SWAIN	*	0	\$588.00	\$588.00	\$588.00
06 TOE RIVER	*	0	\$1,382.00	\$1,382.00	\$1,382.00
88 TRANSYLVANIA	*	0	\$921.00	\$921.00	\$921.00
90 UNION	*	0	\$2,744.00	\$2,744.00	\$2,744.00
92 WAKE	*	0	\$18,718.00	\$18,718.00	\$18,718.00
93 WARREN	*	0	\$323.00	\$323.00	\$323.00
96 WAYNE	*	0	\$2,254.00	\$2,254.00	\$2,254.00
97 WILKES	*	0	\$1,372.00	\$1,372.00	\$1,372.00
98 WILSON			\$0.00	\$0.00	\$0.00
99 YADKIN	*	0	\$745.00	\$745.00	\$745.00
Totals			\$194,606.00	\$194,606.00	\$194,606.00

Signature and Date - DPH Program Administrator

[Signature] 11-19-07

Signature and Date - DPH Section Chief

[Signature] 11-19-07

Signature and Date - DPH Contracts Office

[Signature] 11/19/07

Signature and Date - Division of Public Health Budget Officer

[Signature] 11-20-08

Division of Public Health Agreement Addendum FY 09-10

SENT
NOV 23 2009

Page 1 of 3

Union County Health Dept

Chronic Disease & Injury, Tobacco Prevention
and Control

Local Health Department Legal Name

DPH Section/Branch Name

855 - LHD's Smokefree Law-Coasters

Felicia.Snipes-Dixon, 919-707-5416,
Felicia.Snipes-Dixon@dhhs.nc.gov

Activity Number and Description

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

11/01/2009 - 05/31/2010

Service Period

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

11/01/2009 - 06/30/2010

Payment Period

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

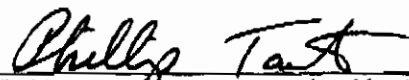
I. Background:

House Bill 2, *An Act to Prohibit Smoking in Certain Public Places and Certain Places of Employment*, passed in 2008-2009 and was signed by the Governor on May 19, 2009 (G.S. 130A-497).

(<http://www.ncleg.net/Sessions/2009/Bills/House/PDF/H2v10.pdf>)

Local Health Departments are statutorily responsible for implementing and enforcing this new law, which goes into effect January 2, 2010. The law addresses the following changes:

- Smoking will not be allowed in enclosed areas of almost all restaurants and bars. The new law does not apply to certain cigar bars that are open only to people over the age of 21.
- Smoking will not be allowed in enclosed areas of lodging establishments, such as hotels, motels, bed and breakfasts, and inns, if the establishment prepares and serves food or drink. An establishment may designate up to 20% of its guest rooms as smoking rooms, and that
- Local governments, such as cities and counties, will have new authority to adopt local laws regulating smoking in public places. A local law may not change the state law to allow smoking in restaurants, bars



Health Director Signature (use blue ink)

11/30/09

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.

and lodging establishments, but it could prohibit smoking in more places. There are several limitations on and exceptions to this new local authority.

II. Purpose:

Goals of the Activity for SFY 09/10 are to:

Increase the capacity of Local Health Departments, and their partners, to ensure knowledge of, and compliance with G. S. 130A-497.

Provide educational bar coasters to restaurants, bars and other establishments that serve food and drink.

III. Scope of Work and Deliverables:

Local Health Departments will purchase restaurant and bar coasters as a business incentive from an approved Health and Wellness Trust Fund vendor. They will distribute the coasters to the restaurants and bars in their counties.

IV. Performance Measures/Reporting Requirements:

Programmatic and financial reports shall be submitted by each Local Health Department. Reports shall include brief financial expenditure reports and narrative reports on key accomplishments as defined by the grant.

Reports shall be submitted to the Tobacco Prevention and Control Branch by March 1, 2010 and August 31, 2010.

V. Performance Monitoring and Quality Assurance:

A mid-cycle programmatic report shall be submitted to the Tobacco Prevention and Control Branch by March 1, 2010 detailing the number of restaurant and bar coasters which have been purchased and distributed. A final programmatic and financial report shall be submitted to the Tobacco Prevention and Control Branch by August 31, 2010. Templates for both reports shall be provided by the Tobacco Prevention and Control Branch.

If performance below expectations is detected through routine monitoring, a corrective action plan will be negotiated.

VI. Funding Guidelines or Restrictions:

1. Local Health Departments shall not use sums awarded under this Agreement to substitute or supplant funds from other sources that are currently supporting any existing services.
2. Indirect costs are prohibited under this Agreement.
3. Local Health Departments shall maintain full, accurate and verifiable financial records, supporting documentation, and all other pertinent data for this Agreement for a period of five (5) years following the end of the Payment Period.

4. Local Health Departments shall not use these funds to support or engage in any effort to participate in political activities or lobbying, including but not limited to support of or opposition to candidates, ballot initiatives, specific legislation, referenda and other similar activities.
5. Funds may not be used for research.
6. Funds may not be used for enforcement activities related to the new law.

Conflict of Interest Statement:

The Local Health Department certifies that to the best of its knowledge neither the Health Department nor any agent, subcontractor, employee, board member or officer of the Health Department has any pecuniary interest in the business of the Health and Wellness Trust Fund Commission and that neither the Health Department nor any person associated with the Health Department in any way has any interest that would conflict in any manner with the performance of the Agreement.

CONTRACTS

To Contracts 11 20 09

Allocation Page

NOV 19 2009

Waiting for Budget Admin Approval

For Fiscal Year:09/10

Estimate Number: 0

			BSS 1551 \$543 04	Proposed Total	New Total
		AA	Payment Period 12/01-06/30		
			Service Period 11/01-05/31		
01 ALAMANCE	*	0	\$450.00	\$450.00	\$450.00
03 ALBEMARLE REG	*	0	\$1,260.00	\$1,260.00	\$1,260.00
02 ALEXANDER			\$0.00	\$0.00	\$0.00
04 ANSON			\$0.00	\$0.00	\$0.00
02 APPALACHIAN	*	0	\$810.00	\$810.00	\$810.00
07 BEAUFORT	*	0	\$180.00	\$180.00	\$180.00
08 BLADEN	*	0	\$180.00	\$180.00	\$180.00
10 BRUNSWICK	*	0	\$450.00	\$450.00	\$450.00
13 BUNCOMBE	*	0	\$1,513.00	\$1,513.00	\$1,513.00
12 BURKE	*	0	\$450.00	\$450.00	\$450.00
13 CABARRUS	*	0	\$450.00	\$450.00	\$450.00
14 CALDWELL	*	0	\$450.00	\$450.00	\$450.00
16 CARTERET	*	0	\$450.00	\$450.00	\$450.00
17 CASWELL	*	0	\$180.00	\$180.00	\$180.00
18 CATAWBA	*	0	\$450.00	\$450.00	\$450.00
19 CHATHAM	*	0	\$180.00	\$180.00	\$180.00
20 CHEROKEE	*	0	\$180.00	\$180.00	\$180.00
22 CLAY	*	0	\$180.00	\$180.00	\$180.00
23 CLEVELAND	*	0	\$450.00	\$450.00	\$450.00
24 COLUMBUS	*	0	\$180.00	\$180.00	\$180.00
25 CRAVEN	*	0	\$450.00	\$450.00	\$450.00
26 CUMBERLAND	*	0	\$1,513.00	\$1,513.00	\$1,513.00
28 DARE	*	0	\$450.00	\$450.00	\$450.00
29 DAVIDSON	*	0	\$450.00	\$450.00	\$450.00
30 DAVIE	*	0	\$180.00	\$180.00	\$180.00
31 DUPLIN	*	0	\$450.00	\$450.00	\$450.00
32 DURHAM	*	0	\$1,513.00	\$1,513.00	\$1,513.00
33 EDGEcombe	*	0	\$180.00	\$180.00	\$180.00
34 FORSYTH	*	0	\$1,513.00	\$1,513.00	\$1,513.00
35 FRANKLIN	*	0	\$180.00	\$180.00	\$180.00
36 GASTON	*	0	\$450.00	\$450.00	\$450.00
38 GRAHAM	*	0	\$180.00	\$180.00	\$180.00
03 GRAN-VANCE	*	0	\$360.00	\$360.00	\$360.00
40 GREENE	*	0	\$180.00	\$180.00	\$180.00
41 GUILFORD	*	0	\$1,513.00	\$1,513.00	\$1,513.00
42 HALIFAX	*	0	\$450.00	\$450.00	\$450.00
43 HARNETT	*	0	\$450.00	\$450.00	\$450.00
44 HAYWOOD	*	0	\$450.00	\$450.00	\$450.00
45 HENDERSON	*	0	\$450.00	\$450.00	\$450.00
46 HERTFORD	*	0	\$180.00	\$180.00	\$180.00
47 HOKE			\$0.00	\$0.00	\$0.00
48 HYDE	*	0	\$180.00	\$180.00	\$180.00
49 IREDELL	*	0	\$450.00	\$450.00	\$450.00
50 JACKSON	*	0	\$450.00	\$450.00	\$450.00
51 JOHNSTON	*	0	\$450.00	\$450.00	\$450.00
52 JONES			\$0.00	\$0.00	\$0.00
53 LEE			\$0.00	\$0.00	\$0.00
54 LENOIR	*	0	\$450.00	\$450.00	\$450.00
55 LINCOLN	*	0	\$450.00	\$450.00	\$450.00
56 MACON	*	0	\$450.00	\$450.00	\$450.00
57 MADISON	*	0	\$180.00	\$180.00	\$180.00
04 MAR-TYR-WASH	*	0	\$540.00	\$540.00	\$540.00
60 MECKLENBURG	*	0	\$1,513.00	\$1,513.00	\$1,513.00

62 MONTGOMERY	*	0	\$180.00	\$180.00	\$180.00
63 MOORE	*	0	\$450.00	\$450.00	\$450.00
64 NASH	*	0	\$450.00	\$450.00	\$450.00
65 NEW HANOVER	*	0	\$1,513.00	\$1,513.00	\$1,513.00
66 NORTHAMPTON	*	0	\$180.00	\$180.00	\$180.00
67 ONSLOW	*	0	\$450.00	\$450.00	\$450.00
68 ORANGE	*	0	\$450.00	\$450.00	\$450.00
69 FAMILCO			\$0.00	\$0.00	\$0.00
71 PENDER	*	0	\$180.00	\$180.00	\$180.00
73 PERSON	*	0	\$180.00	\$180.00	\$180.00
74 PITT	*	0	\$450.00	\$450.00	\$450.00
76 RANDOLPH	*	0	\$450.00	\$450.00	\$450.00
77 RICHMOND	*	0	\$180.00	\$180.00	\$180.00
78 ROBESON	*	0	\$450.00	\$450.00	\$450.00
79 ROCKINGHAM	*	0	\$450.00	\$450.00	\$450.00
80 ROWAN	*	0	\$450.00	\$450.00	\$450.00
D5 R-P-M	*	0	\$810.00	\$810.00	\$810.00
82 SAMPSON	*	0	\$450.00	\$450.00	\$450.00
83 SCOTLAND	*	0	\$180.00	\$180.00	\$180.00
84 STANLY	*	0	\$450.00	\$450.00	\$450.00
85 STOKES	*	0	\$180.00	\$180.00	\$180.00
86 SURRY	*	0	\$450.00	\$450.00	\$450.00
87 SWAIN	*	0	\$180.00	\$180.00	\$180.00
D6 TOE RIVER	*	0	\$540.00	\$540.00	\$540.00
88 TRANSYLVANIA	*	0	\$180.00	\$180.00	\$180.00
90 UNION	*	0	\$450.00	\$450.00	\$450.00
92 WAKE	*	0	\$1,513.00	\$1,513.00	\$1,513.00
93 WARREN	*	0	\$180.00	\$180.00	\$180.00
96 WAYNE	*	0	\$450.00	\$450.00	\$450.00
97 WILKES	*	0	\$450.00	\$450.00	\$450.00
98 WILSON			\$0.00	\$0.00	\$0.00
99 YADKIN	*	0	\$180.00	\$180.00	\$180.00
Totals			\$38,204.00	\$38,204.00	\$38,204.00

Signature and Date - DPH Program Administrator

[Signature] 11-19-09

Signature and Date- DPH Section Chief

[Signature] 11-17-09

Signature and Date- DPH Contracts Office

[Signature] 11/19/09

Signature and Date - Division of Public Health Budget Officer

[Signature] 11-20-09