

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**Regular Meeting**  
**Monday, February 4, 2008**  
**7:00 P.M.**  
**Board Room, First Floor**  
**Union County Government Center**  
**500 North Main Street**  
**Monroe, North Carolina**

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[www.co.union.nc.us](http://www.co.union.nc.us)

5:30 p.m. - Closed Session

1. **Opening of Meeting**
  - a. Invocation - Reverend Janet Tyson, Bethany Presbyterian Church
  - b. Pledge of Allegiance - Led by the Union County Teen Council Officers
2. **Informal Comments**
3. **Additions, Deletions and/or Adoption of Agenda**  
**ACTION REQUESTED:** Adoption of Agenda
4. **Consent Agenda**  
**ACTION REQUESTED:** Approve items listed on the Consent Agenda
5. **Text Amendment to Article XII, Section 187(g) of the Union County Land Use Ordinance - Setback Requirements for Cluster Developments** (from September 17, 2007, meeting)  
**ACTION REQUESTED:** Consider Text Amendment and Statement of Compliance
6. **Cooperative Extension**
  - a. Union County 4-H Foundation, Inc. Report  
**ACTION REQUESTED:** Receive report
  - b. Urban Forestry Grant Report  
**ACTION REQUESTED:** Receive report
7. **Cessation of: i) Issuance of New Residential Building Permits; and ii) New Connections to UCPW Water System Except Where Construction has Started or Developer has Signed Contract in Hand**  
**ACTION REQUESTED:** Discussion
8. **Resolution Requesting State Legislative and Administrative Action to Facilitate and Encourage the Use of Reclaimed Water Systems in Order to Alleviate the Strain on Potable Water Supplies**  
**ACTION REQUESTED:** Adopt Resolution
9. **Discussion on Establishing Regular Pre-Agenda Meeting Schedule**  
**ACTION REQUESTED:** Establish regular pre-agenda meeting schedule

10. **Woods Subdivision** (Deferred from 1/22/2008 Meeting)  
**ACTION REQUESTED:** Consider request
11. **Update on Property Management Review Committee**  
**ACTION REQUESTED:** Accept Findings in Connection with Janitorial Services
12. **Sewer Allocation Policy Amendment**  
**ACTION:** Consider Amendment to Sewer Allocation Policy
13. **Resolution to Revise the Regular Meeting Schedule of the Board of Commissioners**  
**ACTION REQUESTED:** Adopt resolution
14. **Announcements of Vacancies on Boards and Committees:**
  - a. Juvenile Crime Prevention Council (JCPC): 1) District Attorney or Designee; 2) Substance Abuse Professional; 3) Two Persons Under Age of 18; and 4) Juvenile Defense Attorney
  - b. Farmers Market Committee (1 Member at Large)
  - c. Union County Home and Community Care Block Grant Advisory Committee (2 Vacancies as of December 2007)
  - d. Nursing Home Advisory Committee
  - e. Board of Health (Vacancy as of January 2008 for a Licensed Optometrist)
  - f. Planning Board - (Vacancies as of April 2008: 1 Member Representing Jackson Township; 1 Member Representing New Salem Township; and 1 Member Representing Sandy Ridge Township)**ACTION REQUESTED:** Announce vacancies
15. **Appointments to Boards and Committees**
  - a. Board of Equalization and Review (2 Vacancies as of February 2008) and appoint Chairman for 2008
  - b. Board of Adjustment (1 Vacancy to fill Unexpired Term)
  - c. Fire Commission (2 Vacancies as of February 2008)
  - d. Parks and Recreation Advisory Committee (5 Vacancies as of February 2008, includes vacancy for member with a physical disability)**ACTION REQUESTED:** Consider appointments as set out above and appoint Chairman under Item a for the Board of Equalization and Review for 2008
16. **Interim Manager's Comments**
17. **Commissioners' Comments**

**CONSENT AGENDA**  
**February 4, 2008**

1. **Contracts Over \$5,000**

- a. Lyles Data Systems, Inc. - Software License, Customization and Support Agreement for a Web-Based Tax Payment Module and a Web Based Property Card Module
- b. Pitney Bowes, Inc. - Postage Meter Rental Agreement
- c. Tele-Works, Incorporated - Interactive Voice Response System (IR) Product Support and Maintenance Agreement for Utility Customers' Payment and Bill Inquiries
- d. BAE Systems Tensylon High Performance Materials, Inc. - One North Carolina Fund Providing Grant from the North Carolina Department of Commerce to BAE System: 1) Company Performance Agreement; and 2) Local Government Grant Agreement
- e. Museum of the Waxhaws - (Board agreed at the 1/7/2008 meeting to appropriate \$50,000) - Agreement Will Define the Scope of How the Funds will be Expended in Connection with the Outdoor Living History Area of the Museum  
**ACTION REQUESTED:** Authorize the Interim County Manager to approve a-e

2. **Register of Deeds**

- a. Amendment to Contract with Logan Systems - Contract amendment will reduce monthly service fee to reflect payment to TimeWarner for IP Static Address
- b. Agreement with TimeWarner for IP Static Address (This will allow Logan Systems to have remote access to the Logan Systems indexing system used by the Register of Deeds' Office)  
**ACTION REQUESTED:** Authorize the Interim County Manager to approve Items a-b

3. **Government Center Phase IV Renovations - Bid Award Recommendation**

**ACTION REQUESTED:** 1) Accept bids; 2) award bid to the lowest responsive, responsible bidder, Godfrey Construction Company, Inc. in the amount of \$2,000,500 (\$1,966,800 base bid plus \$33,700 Alternate #1); and 3) authorize the Interim County Manager to approve contract with Godfrey Construction Company, Inc. (Included in 2006 CIP and funding authorized in FY07 Budget)

4. **Homeland Security - FY07 Homeland Security Grant for Training and Exercise**

**ACTION REQUESTED:** Authorize Interim County Manager to approve and submit grant application (No matching funds required from County)

5. **Health Department**

- a. Reduction of Hours in Part-Time Health Educator Position from 20 Hours Per Week to 15 Hours Per Week  
**ACTION REQUESTED:** Approve the reduction in hours

6. **Emergency Management**
  - a. Amend the County's Pay Plan to Add an Emergency Management Assistant Position, Pay Grade 58, and to Delete a Hazmat/Grant Coordinator Position, Pay Grade 58  
**ACTION REQUESTED:** Approve amendment to County's Pay Plan
  
7. **Communications**
  - a. Interlocal Agreement with the City of Charlotte for Access to and Service of Radio System  
**ACTION REQUESTED:** Ratify Resolution Approving Interlocal Agreement and authorize Interim County Manager to make minor modifications, if necessary, pending final approval by the City of Charlotte
  
8. **Library**
  - a. Smart Start Grant Application  
**ACTION REQUESTED:** Authorize Interim County Manager to execute and submit grant application (As part of the in-kind contribution, the Library would pay \$3,868 in education expenses from the regular library budget and offer in-kind services including staff time and use of library space)
  
9. **Department of Social Services**
  - a. Budget Amendment #29 to the Child Care Services Budget Appropriating \$73,820 in Additional State Revenues for Child Care Services/Smart Start Program  
**ACTION REQUESTED:** Adopt Budget Amendment #29
  
10. **Minutes**  
**ACTION REQUESTED:** Approve minutes
  
11. **Tax Administrator**
  - a. Departmental Monthly Report for January 2008
  - b. Refunds for January 2008 in the Grand Total Amount of \$2,700.40
  - c. Releases for January 2008 in the Grand Total Amount of \$46,238.37**ACTION REQUESTED:** Approve Items a-c



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## OFFICE OF THE COMMISSIONERS AND MANAGER

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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, February 4, 2008, at 8:00 a.m. at the Banquet Facility of the Union County Agricultural Services and Conference Center, 3230 Presson Road, Monroe, North Carolina, for the purpose of meeting with Steve Troxler, Commissioner of Agriculture for North Carolina, and Congressman Robin Hayes and/or their respective representatives to discuss agricultural issues in Union County. There will be no action taken by the Board of Commissioners at this meeting.

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Allan Baucom, Chairman  
Union County Board of Commissioners



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**OFFICE OF THE COMMISSIONERS AND MANAGER**

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

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## **PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will hold a special meeting on Monday, February 4, 2008, at 5:30 p.m. in the Conference Room, located on the first floor behind the new Commissioners' Board Room in the 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).

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Allan Baucom, Chairman  
Union County Board of Commissioners

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 02/04/08

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

**SUBJECT:** Text Amendment Article XII, Section 187 (g) Incentives for Cluster Developments

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**DEPARTMENT:** Planning

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Proposed Text Amendment Section 187 (g)  
  
Excerpts of Planning Board Minutes from August 7 and December 4, 2007 and January 8, 2008  
  
Excerpt of Board of County Commissioners Minutes from September 17, 2007

**INFORMATION CONTACT:**  
Richard Black

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**TELEPHONE NUMBERS:**  
(704) 292-2625

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Statement of Compliance

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**DEPARTMENT'S RECOMMENDED ACTION:** To consider Text Amendment and Statement of Compliance

**BACKGROUND:** At the August 7, 2007 regular scheduled Planning Board meeting, Planning Board voted 5 to 3 to amend Section 187(g) Incentives for Cluster Developments to permit the following minimum setbacks: Street setback for building = 25 feet; Rear line building setback = 30 feet; Side line building setback = 12 feet. A public hearing was held by the Board of County Commissioners on September 4, 2007. At the public hearing, four speakers spoke in favor of and two speakers spoke in opposition to the text amendment. On September 17, 2007, the Board of County Commissioners sent the text amendment back to the Planning Board to consider fire safety, Building Code, and septic tank useage in the development of the Planning Board's recommendation. On December 4, 2007, Planning Board reviewed the Cluster Development text amendment with regard to fire safety, the Building Code, and septic tank useage. The Planning Board rescinded the previous recommended text amendment and tabled the amendment to the next Planning Board meeting. At the January 8, 2008 Planning Board meeting, Don Moore of County Inspections Department, Neal Speer of County Fire Service, and David Cunningham of County Environmental Health Department were present to answer questions about fire safety, building materials, and septic tank useage with regards to the proposed text amendment. After discussion of fire safety, building codes, and septic tank useage, the Planning Board voted 6 to 3 to amend the setbacks in cluster development to allow

building setbacks of 25 feet for the front, 30 feet for the rear, and 12 feet for the side. The Planning Board also advises that this proposed amendment is consistent with the Union County Land Use Plan.

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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## PROPOSED TEXT AMENDMENT

Amend and replace Section 187 (g) Incentives for Cluster Development as follows:

- (g) Notwithstanding Section 183 “Minimum Lots Widths”, lot widths may be set by the developer. ~~However, the setback requirements of Section 184 and 185 shall apply in cluster subdivisions.~~ **Minimum building setbacks in cluster developments shall be as follows:**

**Street setback for building = 25 feet**

**Rear line setback for building = 30 feet**

**Side line setback for building = 12 feet**

**EXCERPT:**

**From the Union County Planning Board meeting held on Tuesday, August 7, 2007:**

**ITEM NUMBER SIX**

Text Amendment – Amend Section 187(G) Cluster Subdivision:

Text Amendment from the Union County Land Use Ordinance:

**Section 187 Cluster Subdivisions.**

The purpose of this section is to provide flexibility, consistent with the public health and safety and without increasing overall density, to the developer who subdivides property and constructs buildings on the lots created in accordance with a unified and coherent plan.

- (g) Notwithstanding Section 183, "Minimum Lot Widths", lot widths may be set by the developer. However, the setback requirements of Section 184 and 185 shall apply in cluster subdivisions.

**Proposed Changes to Section 187 Cluster Subdivision (g):**

Amend and replace Section 187 (G) with a New Section (G) as follows:

- (G) Notwithstanding Section 183, "Minimum Lot Widths", lot widths may be set by the developer. Minimum setbacks shall be as follows:

Street setback for building = 25'

Rear line building setback = 30'

Side line building setback = 10"

Wes Hinson with Goodwin & Hinson, P.A., was available to answer questions from the Planning Board. He noted that the text amendment change would allow the setbacks to provide more flexibility.

Chris Issacs was also available to answer questions from the Planning Board.

***Motion was made by Robert Allen and seconded by Don Kerr to let the side setbacks go from 15 to 12. The vote was 5 to 3.***

**Amend and replace Section 187 (G) with a New Section 187 (G) as follows:**

- (G) **Nothwithstanding Section 183, "Minimum Lot Widths", lot widths may be set by the developer. Minimum setbacks shall be as follows:**

**Street setback for building = 25'**

**Rear line building setback = 30'**

**Side line building setback = 12'**

**Excerpt of Minutes of Union County Planning Board of December 4, 2007**

**ITEM NUMBER SIX**

Cluster Development Amendment Discussion – Fire Safety, Building Code, and Septic Tank Usage

Richard Black gave a review of this amendment to the Planning Board. Russell Cox said it was his understanding that the land would be set aside for the whole community in order to house the septic systems for the Newland Community Properties. He asked if each septic tank would now be on the 20,000 sq. ft. lot along with the residence.

Wes Hinson, Attorney for Newland Communities, was available to answer questions from the Planning Board. He said Newland Communities was limited by locally by what the state, Environmental Health, approves, as far as septic systems go. Mr. Hinson said they were asking that in the ordinance, the clustering would increase the green space and the developer would not have to put in septic systems all over the open space whereas you combine the by-right density for the proposed property and the rest would be open space. This would cut down on impervious areas such as streets and infrastructure from the sewer and water.

***Motion was made by Albert Starnes and seconded by Robert Allen that the Planning Board find no problems with fire safety, building codes and septic tank issues in the R-20 and R-40 setback rules that apply.***

At this time, Mark DiBiasio asked to speak against the Cluster Development Amendment. He asked the Planning Board to keep the text amendment as it has been written.

***Russell Cox made a motion to leave the current setbacks as was previously sent to the Board of County Commissioners. The motion died due to a lack of a second motion.***

Jim King spoke against the Cluster Development Amendment. He noted that when the side setback is changed from 10 to 12, this change will apply to everyone, not just one certain development.

***Albert Starnes withdrew his motion.***

***Russell Cox made a motion to withdraw the original recommendation/adjustments made and start all over; being though there are new people on the Planning Board that have not had the opportunity to discuss this matter. William McGuirt seconded the motion. The vote was 5 to 2.***

***Albert Starnes made a motion to get more information on the Cluster Development Amendment and to inform the Board of County Commissioners that the Planning Board voted to rescind the proposed setbacks. Chairman Allen seconded the motion. This item was tabled to the next scheduled Planning Board meeting which at this time representatives from Fire Services, Environmental Health and Building/Inspections would be available to answer questions from the Planning Board.***

**Excerpt of Minutes of Union County Planning Board of January 8, 2007**

**ITEM NUMBER SIX**

Cluster Development Amendment Discussion – Fire Safety, Building Code, and Septic Tank Usage (**TABLED AT THE DECEMBER 4, 2007 PLANNING BOARD MEETING**)

Mr. Richard Black at this time introduced Don Moore Director of Union County Inspections Department, Neal Speer Director of Union County Fire Service and David Cunningham of Union County Environmental Health Department to answer questions from the Planning Board on setbacks with the Cluster Development Amendment.

Mr. Richard Black reviewed with the Planning Board the Cluster Development Amendment for some of the members that had not been at some of the previous meetings.

Wes Hinson, Attorney for Newland Communities, went over the Cluster Development Amendment and to answer questions from the Planning Board. He said the reason why this was coming back to the Planning Board was because the Board of County Commissioners had asked for it because of the issue of the setbacks, septic areas and fire safety.

Motion was made by Russell Cox and seconded by William McGuirt, because of concerns from the Sheriff's Department and fire safety issues to leave R-40 zoning setbacks as they are currently written. The motion failed with a vote of 4 to 5.

Motion was made by Robert Allen and seconded by Don Kerr, to accept the amendment as proposed by the applicant. The motion passed by a vote of 6 to 3.

Christa Boggs asked Mr. Kevin Graham developer of Newland Communities if he would go back to his company and ask if you would please give something back to Union County like a fire department, homeless shelter, etc.

Kevin Graham said that this was the first project done by his company In Union County and that it was going to be an incredible project. He said that he appreciated all the comments that were made by the Planning Board.

**EXCERPT OF MINUTES OF UNION COUNTY BOARD OF COMMISSIONERS OF SEPTEMBER 17, 2007**

**Information Only/No Action Required:** The agenda package included: 1) Department of Inspection Monthly Report for August 2007; and 2) Personnel Department Monthly Report for August 2007.

**PLANNING DEPARTMENT – TEXT AMENDMENTS TO THE UNION COUNTY LAND USE ORDINANCE:**

a. Article XII, Section 187(g) Incentives for Cluster Developments

Commissioner Mills requested that the Board receive answers to the questions raised during the public hearing on September 4, 2007, regarding the proposed amendment.

Chairman Pressley said that one question that was brought out during the public hearing had to do with fire safety. Further, he said that another question that had been asked was whether the amendment, if adopted, would increase density.

Richard Black, Interim County Manager and Planning Division Director, explained allowable density. He said that the normal way that density is calculated in the Planning Department, is the road right of way is backed out, then the remaining acreage in the tract, depending on the district, is divided by the square footage required in the district, and that would yield the allowable density. Further, he said that depending on whether the land is flat or square shaped, the allowable density might be able to be achieved. Mr. Black said that under the cluster ordinance, if property is located in an R-40 district, the lot size can be reduced to R-20 (20,000 square feet). He explained that clustering gives the developer flexibility by having the smaller lots, they could avoid some of the areas that are partials, have a lot of floodplain, or extreme topography. He noted, however, clustering does not allow the developers to have more density.

Mr. Black stated that cluster developments are in place, but tonight's item involves amending the setbacks. He said that presently the front setbacks for R-40 is 40 feet and the proposed amendment is to reduce the front setback to 25 feet; the rear setback is 40 feet and the proposed amendment is to reduce that setback to 30 feet; and the side yard setback is 15 feet. He stated that the lot still must have 20,000 square feet, but it allows the developer to conceivably make the lot narrower so the houses are closer to the street and houses are closer together. Mr. Black stated that it allows a larger envelope in which to build and by having narrower lots, it is conceivable, depending upon their lots, they could get more lots out of the development but not more than the density allows. He said that it does not increase the density, but it might allow in extreme cases more lots than they could have gotten, because there is flexibility on how they control the lots. He pointed out that all the area that is saved by going from 40,000 square feet to 20,000 square feet must be in common open space and cannot be used for anything else.

Commissioner Openshaw interjected that the proposed amendment does allow more density.

Commissioner Mills said that he was not as concerned with the density issue as the fire safety issue. He stated that he has talked with numerous firemen in the community, and they have some concerns about putting the homes closer together. He referred to a fire that occurred in recent months in the St. John's Forest Subdivision where several houses were lost because the fire spread from one house to another.

Mr. Black stated that the R-40 and RA-40 zoning classifications are the only ones that have larger side yards than what is being proposed tonight. He asked the Board to keep in mind that there is already an R-20 district that has 12-foot side yards. Commissioner Mills asked if it were possible, as the County's new Land Use Ordinance is being prepared, to encourage or require certain material on the outside that would be less fire retardant.

Chairman Pressley interjected that he had spoken with Don Moore, Director of the County's Inspections Department, and was told that the new 2008 Building Code will be effective in January 2008. He stated that it was his understanding that the firewall rating did not change in the new Building Code, because it is three feet or less. He said that he would be more comfortable in voting for the amendment if there was a requirement for a one-hour fire rating wall.

Commissioner Openshaw referred to a statement made by the applicant that "We're not asking for much, just to change the front, rear, and side setbacks." He said that they had forgotten to mention mineral rights and air rights. He stated that the amendments would not just apply to the applicant but to all future cluster subdivisions. He further stated that the proposed amendments could yield in the worst case scenario an additional eight lots per 100 acres or an additional expense to taxpayers of approximately \$120,000 per 100 acres in school construction costs.

He said that the amendment, as proposed, would not change the requirement for open space or add anything of value to the County. He stated that he did believe it would increase the risk for fires. Commissioner Openshaw said that the reduction in setbacks with houses being much closer to the road would violate the spirit of Union County's RA-40 and R-40 zoning. He described it as a "citized" version of zoning and not a "suburban/rural" type of zoning. He suggested that if more dense zoning is desired, then the municipalities should pick up the slack, which he said that some have done. He stated that smaller side setbacks and failed septic systems mean increased chance of spillover onto a neighbor's property from a failed septic system.

Commissioner Openshaw referred to an article in *The County Edge* which was headlined as "New Code Could Rid Neighbors of Stinch" that chronicles a short fourteen year old public nuisance of a failed septic system, a system that was "suspect from the get

go.” He stated that developers will save a significant amount of costs from having houses closer together. He questioned what advantages there would be for the County in having houses closer together. He referred to the amendments as being a “developer subsidy” and proposed increasing the open space requirement to 25 percent, add the installation of sewer pipe in the road now for when the septic systems fail, and since the floodplain is rising, add that the floodplain can only intrude into a lot by the rear setback amount. Further, he stated that since it has been said that there are no extra lots to be gained by reducing the setbacks, there should be no problem adding to the plat that the plat yield will be based off the yield from the R-40 base of buildable area, which would eliminate his objections to the lot yield. He referred to an article dated May 31, 2006, in *The Enquirer Journal*, Commissioner Mills stated that “We need to get a handle on our residential growth.” Commissioner Openshaw questioned how the proposed amendment would help to accomplish that.

Following his comments, Commissioner Openshaw moved to reject the proposed amendments.

Commissioner Mills offered a substitute motion to table the matter in order to obtain answers regarding fire safety and the suggestions proposed by Commissioner Openshaw.

Chairman Pressley offered a friendly amendment to the substitute motion to forward the matter back to the Planning Board to have the questions answered regarding fire safety and the Building Code, the concerns addressed by Commissioner Openshaw on septic tanks using today’s data. Commissioner Mills accepted the friendly amendment to his substitute motion.

The substitute motion as amended was passed by a vote of four to one. Chairman Pressley, Vice Chairman Baucom, Commissioner Lane, and Commissioner Mills voted in favor of the motion. Commissioner Openshaw voted against the motion.

***b. Article X, Section 146, Table of Uses and Article XI Supplemental Regulations, Section 177A***

Chairman Pressley moved to approve the proposed Text Amendments with the Planning Board’s recommendations as follows and adopt the applicable compliance statement:

Amend Section 146, Table of Uses, as follows:

For Use as “Utility Facilities, Community/Regional,” place a “Zs” (meaning Permitted by Right, Supplemental Regulations Apply) in all zoning districts, RC80 through HI, and identify “177A” as the Supplemental Regulation, as shown in Exhibit I, attached and incorporated by reference herein.

## **STATEMENTS OF CONSISTENCY FOR PROPOSED TEXT AMENDMENT**

### **PROPOSED ACTION**

**The Planning Board has recommended that the Board of County Commissioners adopt the following amendment to Article XII, Section 187(g) of the Union County Land Use Ordinance, regarding setback requirements for Cluster Subdivisions:**

- (g) Notwithstanding Section 183, "Minimum Lot Widths," lot widths may be set by the developer. ~~However, the setback requirements of Sections 184 and 185 shall apply in cluster subdivisions.~~ Minimum setbacks shall be as follows:

Street setback for building = 25'

Rear line building setback = 30'

Side line building setback = 12'

### **TO APPROVE THE AMENDMENT**

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because a reduction in setbacks within cluster developments may allow for more efficient use of property and has no impact on the Land Use Plan.

### **TO DENY THE AMENDMENT**

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the adopted Union County Land Use Plan, but that denial of the proposed text amendment is reasonable and in the public interest because the existing setback provisions are sufficient.



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: 2-4-08

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

**SUBJECT:** Union County 4-H Foundation Inc.

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**DEPARTMENT:** Cooperative Extension      **PUBLIC HEARING:** Choose one....

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**ATTACHMENT(S):**  
Board of Trustees  
Informational Brochure  
Article

**INFORMATION CONTACT:**  
Jerry Simpson

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Receive report on current status

**BACKGROUND:** Cooperative Extension received support from Board in 1998 to develop Foundation. Foundation has worked to develop permanent funding.

**FINANCIAL IMPACT:** Reduce cost to taxpayer over time by self-funding of programs.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

**Manager Recommendation:** \_\_\_\_\_

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"Dana Braswell"  
<dana\_braswell@ncsu.edu>  
01/23/2008 01:12 PM

To <West@co.union.nc.us>  
cc <dana\_braswell@ncsu.edu>  
bcc  
Subject Agenda Abstract

Lynn,

Please find attached (1) abstract for the Union County 4-H Foundation. With this abstract I have attached 4 items.

I will also be sending another abstract on the Urban Forestry Grant as soon as David gets me the information later today.

Thanks!

Dana



4-H Brochure.pdf



agenda\_ab 4-H Foundation.doc



Board Members 4-H Foundation.pdf



4-H Article.doc

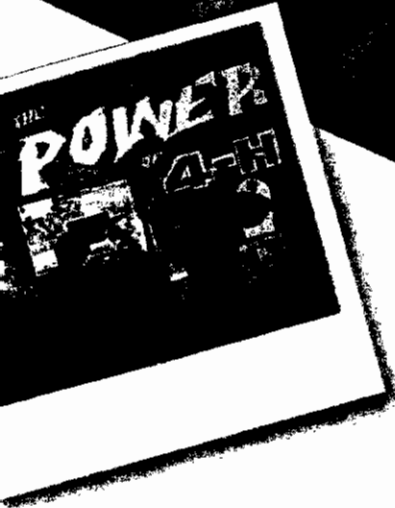


Union County 4-H Gun Information.doc

# THE 4-H BENEFIT

# FOUNDATION

1998 Goal:  
**\$300,000 Endowed**



National studies affirm the 4-H benefit:

Members are 50% less likely than non-4-H members to smoke cigarettes, shoplift, or use drugs.

Members are 20% more likely to hold a leadership position in their school or community than non-4-H members.

Members are 21% more likely to get involved in projects that "help others" than non-members.

Members are 65% more likely to have held conversations with an adult other than a parent for 10 minutes or more within the last year.

4-H alumni have completed a university degree compared to 28% nationwide.

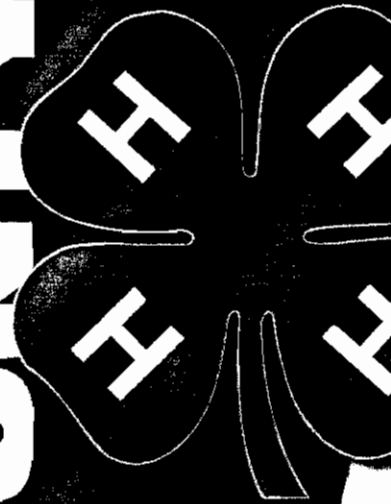
For more information,  
contact **Laura Byrd**  
at the **Union County**  
4-H office:

**3230-D Presson Rd.**  
**Monroe, NC 28112**  
**704.283.3801**



**Union County 4-H**  
**and Youth Development Foundation, Inc.**  
is a 501(c)3 corporation

**YOUTH DEVELOPMENT FOUNDATION**



**A TRADITION**  
**OF SUCCESS**

4-H and Youth Development  
Foundation

AY'S YOUTH  
OPERATELY

UNION  
COUNTY  
4-H



Those who believe in our  
more than stimulate us. The  
us an atmosphere in which  
easier

- John Lancaster



Association with positive role models  
Character development to instill values  
Social acceptance  
Hands-on educational opportunities

they need  
HOPE



### A TRADITION OF SUCCESS

With over 3500 youth and more than 150 adult volunteers currently active in Union County 4-H, the program is able to strongly encourage children to achieve their goals. Union County can be successful through 4-H's professional staff, trained and committed volunteers, and financial and material resources.

Unfortunately, it is the lack of these resources that limits the continued success in Union County. You can help carry on the legacy of success in Union County 4-H by committing to help build a more optimistic future for our nation's most precious resource, our youth. By becoming a volunteer or lending your financial support, you will help to ensure that our children are given the opportunity to reach their full potential.

### THE FOUNDATION

The Union County 4-H and Youth Development Foundation was established in 1998. The Foundation believes that every young person is unique, with individual talents, gifts, and an innate desire to achieve. Their ability to aspire to their full potential is only possible with support from a community which believes in their responsibility to support them in becoming successful adults. The mission of the Union County 4-H and Youth Development Foundation is to develop financial resources sufficient to fund the activities and programs of the Union County 4-H and Youth Development program of North Carolina Cooperative Extension.



the basis for leadership and  
iasm to fight for what I believe  
thes responsibility and I hope I  
y part to instill in the youth  
4-H motto, 'To Make the Best



The Honorable James B. Hunt, Jr.  
NC Governor and National 4-H Alumni  
Winner

### HOW CAN I HELP

#### Gifts of Cash or Securities

Gifts of cash are the easiest and most direct way to make a gift. Gifts of cash can provide annual student or project support or fund endowment. A gift of appreciated securities provides a double tax saving. The average high/low value of the securities on the date of the gift is used to determine capital gains on the appreciation.

#### Charitable Lead Trusts

Under this arrangement, you transfer assets to a trust which pays income to the Foundation for a specified number of years, after which the assets are transferred to your heirs. The charitable lead trust allows you to provide for your children and grandchildren with little or no estate tax.

#### Gifts-in-Kind

Gifts of property such as equipment, paintings, or other items can be donated to the Foundation and entitles you to an income tax deduction.

#### Charitable Remainder Trusts

You can fund a charitable remainder trust with cash or other assets and receive income from the assets for your lifetime, qualified for a charitable deduction, and save capital gains and estate taxes. After the death of a loved one, the trust would be distributed outright to the Union County 4-H and Youth Development Foundation.

#### Will Bequests

A bequest is the easiest and most common form of planned giving. You can make provisions for Union County 4-H and Youth Development in your will or living trust by designating either a specific amount or a percentage of your estate.

#### Gifts of Life Insurance

Naming the Union County 4-H and Youth Development Foundation as an irrevocable beneficiary of the policy will generate an income tax deduction for you. The charitable deduction will depend on several factors, but what, if any, premiums are still to be paid. This may be a significant gift in support of Union County 4-H.

# Youth Programs Make A Difference

Study reveals three resources must be available for youths to succeed: mentoring, long-term adult interaction and access to structured programs outside of school.

by Martha Filipic

**A** national study showing the worth of high-quality youth development programs demonstrates the significance of the benefits for the 300,000 young Ohioans involved in 4-H, says Ryan Schmiesing, who helps lead the program for Ohio State University (OSU) Extension. “The study confirms for us that 4-H makes a difference,” says Schmiesing, co-state 4-H leader and assistant director of OSU Extension. “For the first time, we have evidence that positive youth development can be measured, and we know what elements need to be present for that to take place. And, we know 4-H has all of those elements.”

Schmiesing discussed the results of the 4-H Study of Positive Youth Development, sponsored by the National 4-H Council and conducted by Richard Lerner of Tufts University. The longitudinal study followed more than 4,000 youth in 25 states to measure five characteristics of positive youth development: competence, confidence, connection, character and caring. Lerner found that the more time youth spend participating in structured programs and activities outside of school — in programs such as 4-H, Boy Scouts, Girl Scouts, and Boys & Girls Clubs — the more likely they are to experience positive youth development and contribute to their communities.

“The study shows that three resources must be available for youths to succeed — mentoring, long-term adult interaction and access to structured programs outside of school — and Ohio 4-H gives youths those opportunities,” Schmiesing says. “We have a very strong volunteer core, about 30,000 volunteers throughout the state, and the study shows that they make a difference.”

Lerner, who is also the author of *The Good Teen: Rescuing Adolescence from the Myths of the Storm and Stress Years* (Crown Publishers, October 2007), measured positive youth development by examining whether children and teens selected positive, healthy goals for themselves; identified and used available opportunities to reach their goals; and how they adjusted when goals were not met. In addition, he found that successful youth development programs:

- provide educational opportunities in an environment that supports long-term, productive interactions between adults and youth;
- emphasize skill-building;
- reflect the diversity of interests of the youth involved;
- emphasize both promotion of positive behaviors and prevention of risk behaviors; and
- encourage youth participation and leadership.

Schmiesing was heartened by results from the fourth year of the study, which showed that eighth-graders in 4-H are far more likely than youths in other programs to exhibit strong civic engagement.

“I think it’s because we emphasize community service and because we have a lot of 4-H members serving in leadership roles,” Schmiesing says. “One of the strengths of 4-H is to give members opportunities to get involved and practice positive decision-making.”

“These results show that what we’re doing is more than just planning events and holding programs,” he continues. “It shows those events and programs are very, very important for individual growth.”

Schmicsing adds that two new Ohio studies could provide additional information on the effect of 4-H involvement. One is a study by Extension educator and doctoral student Deb Lewis examining 4-H involvement among fifth-, seventh and ninth-graders. The other is a study by Kristi Lekies, OSU Extension state specialist in leadership development and program evaluation, who is surveying 1,500 ninth and 12th-graders on workforce preparation, including teamwork, communication and interpersonal skills.

“There has been a lot of concern in recent years about young people coming out of high school and even college without the skills they need to succeed in the workforce,” Lekies says. “I want to gain more of an understanding on what teens perceive as their own levels of skills in these areas, what 4-H has done to help them build those skills, and what we can do to improve our programming in this area.”

Lekies, who is also an assistant professor in Ohio State’s Department of Human and Community Resource Development, plans to complete the study in the first half of 2008.

4-H is a community of young people across America who are learning leadership, citizenship, and life skills. Children and teens from age 5 and in kindergarten through age 19 may participate in 4-H. Contact your county office of Extension or see [www.4husa.org](http://www.4husa.org) for more information.

*Editor’s Note: Martha Filipic is technical editor for OSU’s News and Media Relations. More information on the Tufts 4-H Study of Positive Youth Development is available online from the National 4-H Council at [www.fourhcouncil.edu/newsroom.aspx](http://www.fourhcouncil.edu/newsroom.aspx).*

**The more time youth spend participating in structured programs and activities outside of school ... the more likely they are to experience positive youth development and contribute to their communities.**

# Union County 4-H and Youth Development Foundation

## VISION STATEMENT

The Union County 4-H and Youth Development Foundation, a non-profit 501c3 organization was established in 1998. The Foundation believes that every young person is unique, with individual talents, gifts, and an innate desire to achieve. The ability of young people to aspire to their full potential is only possible with the support from a community which believes in their responsibility to support them in becoming successful adults.

## MISSION:

To develop financial resources sufficient to fund the activities and programs of the Union County 4-H and Youth Development program of North Carolina Cooperative Extension



## RAFFLE/\$10.00 PER TICKET

To purchase tickets, please call 704-283-3801 or email [jerry\\_simpson@ncsu.edu](mailto:jerry_simpson@ncsu.edu) or [laura\\_byrd@ncsu.edu](mailto:laura_byrd@ncsu.edu)

Union County, North Carolina Limited Edition Henry "Big Boy" Rifle

The Union County, North Carolina Limited Edition Rifle is presented by Wellington LTD. This family heirloom is a tribute to the history and people of Union County. The Union County Limited Edition Henry "Big Boy" rifle is for those collectors who both cherish our history and beautiful art.

Images on the presentation side honors the county's strong ties to Camp Sutton and the gallant men and women who trained and worked there.

On the opposite side of the receiver we have other engravings celebrating the Seaboard Railroad, Monroe's famous railroad depot, which celebrated its centenary in 2006, and the 1st National Bank building, built in 1874.

Henry Repeating Arms Company was chosen first and foremost because it is American made. Mr. Benjamin Tyler conceived the first practical lever action repeating rifle which was patented in 1860. The Henry gave a single man the firepower of a dozen and the Henry was in the soldier's hands by mid 1862, during the Civil War.

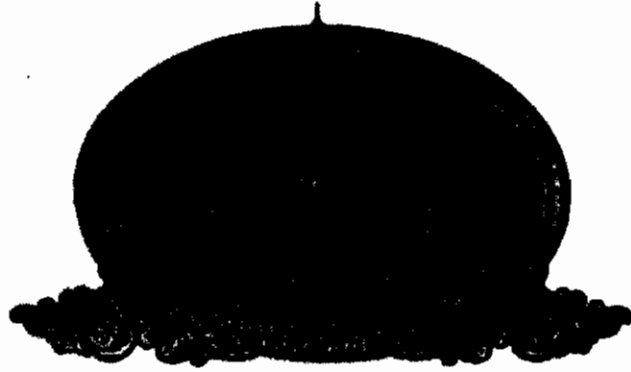
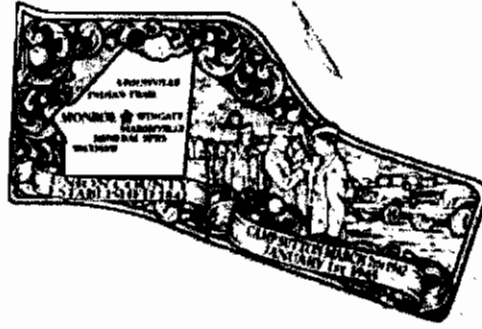
A confederate officer is credited with the phrase, "it's a rifle that you could load on Sunday and shoot all week long." The Henry rifle would go on to play a significant, if not dominant role in the frontier days of the American West. It would soon become one of the most legendary, respected, and sought after rifles in the history of firearms.

The Union County Limited Edition Rifle is a Collector's Grade Henry "Big Boy" rifle in a .44 caliber overlaid in 24-karat gold, with the highly engraved artwork defined with jewelry grade nickel. It is a beautiful canvas for this work of art and a powerful tribute to Union County's history and its people.

**ONLY 10** will ever be produced. Winner announced at National Wild Turkey Federation Banquet, February 16, 2008 at the Union County Agricultural Services and Conference Center.







**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: 2-4-08

Action Agenda Item No. 66  
(Central Admin. use only)

**SUBJECT:** Urban Forestry Grant

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

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**ATTACHMENT(S):** Fact Sheet      **INFORMATION CONTACT:** Jerry Simpson

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Receive Report

**BACKGROUND:** Board approved funding for 3 year grant with NCDNR to support Urban Forester position.

**FINANCIAL IMPACT:** Identify potential cost savings to County.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

**Manager Recommendation:** \_\_\_\_\_

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## Urban & Community Forestry Grant Abstract

The Urban & Community Forestry (U&CF) Program of the North Carolina Division of Forest Resources (NCDFR), in partnership with the USDA Forest Service, provides cost share grants to municipal governments and non-profit organizations on a competitive basis each year. The grant received by Union County is to provide partial funding for an Urban Forester position. The position is designed to provide a professional resource to the county, its municipalities and citizens in various fields related to urban forestry, arboriculture and municipal forest management. Rapidly growing counties and cities around the state have taken advantage of these funds to provide similar positions. In urban and suburban areas, the role of urban forests has been widely recognized as a key environmental component in maintaining air quality standards, filtering volatile pollutants from the air, reducing storm-water runoff and increasing groundwater recharge, reducing soil erosion, increasing property values, reducing energy costs, providing visual buffers, creating attractive communities, providing wildlife habitat and increasing the quality of life in communities.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

Action Agenda Item No. 7

(Central Admin. use only)

**SUBJECT:** Cessation of: 1) Issuance of New Residential Building Permits; and ii) New Connections to UCPW Water System Except Where Construction has Started or Developer has Signed Contract in Hand

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**DEPARTMENT:**

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Copy of E-Mail

**INFORMATION CONTACT:**  
Commissioner Lanny Openshaw

**TELEPHONE NUMBERS:**

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**DEPARTMENT'S RECOMMENDED ACTION:** ACTION REQUESTED: Discussion

**BACKGROUND:**

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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"Allan Baucom"  
<allan@baucomservice.com>

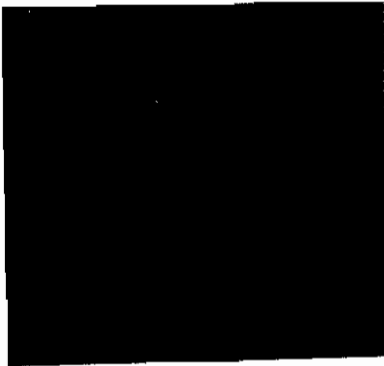
01/28/2008 10:00 AM

To <West@co.union.nc.us>

cc

bcc

Subject FW: This is a formal request that this to be added to the February 4, 2008 agenda. I'm looking forward to the Board's suggestions



THIS MESSAGE AND ANY ATTACHMENTS ARE CONFIDENTIAL AND MAY BE PRIVILEGED OR OTHERWISE PROTECTED FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE TELEPHONE OR EMAIL THE SENDER AND DELETE THIS MESSAGE AND ANY ATTACHMENTS FROM YOUR SYSTEM. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU MUST NOT COPY THIS MESSAGE OR ATTACHMENTS OR DISCLOSE THE CONTENTS TO ANY OTHER PERSON.

**From:** Lanny Openshaw [REDACTED]

**Sent:** Wednesday, January 23, 2008 9:13 PM

**To:** Allan Baucom

**Cc:** Kevin Pressley; Parker Mills; Roger Lane; Dick Black; Christie Putnam

**Subject:** This is a formal request that this to be added to the February 4, 2008 agenda. I'm looking forward to the Board's suggestions

### **Motion for Board of Commissioners' meeting**

#### **For the following reasons:**

- 1. Customer demand for water from Union County's water system exceeded our supply capacity in May 2008 (22.36 MGD demand vs 18.0 MGD supply) before the present drought was here or even known to occur.**
- 2. No additional water supply capacity (beyond 22.0 MGD) is available today or planned to be available in the near term, i.e. 2008-2009.**
- 3. Demand for water has increased by 46% between 2005 and 2007, mainly due to the connection of approx 7,000 new homes and 150 non-residences to our water system.**
- 4. Considerable additional building construction is continuing today – well over 8,000 permitted houses.**
- 5. The added demand to be placed on our county's inadequate water system is unknown because commitments and permits have not been tracked or tabulated, nor is there a historic record of usage per house.**

**6. Water is available for this construction only by restricting the usage of water by existing customers and citizens who have already invested in our county.**

**Therefore, we must**

**Stop the issuance of any new residential building permits in Union Connty,**

**and**

**Stop any new connections being made to the Public Works water system of already approved permits except where (1) construction has actually started, i.e., foundations have started to be laid or (2) the developer has a signed contract in hand with a paying customer**

**until a proper, comprehensive water plan**

- 1. is prepared**
- 2. is officially approved by the Board of Commissioners**
- 3. provides actual additional water supply capacity which is available to commit to new customers without having to restrict usage by existing customers except during drought and an effective commitment process is in use such that water will not be promised or committed without supply capacity actually being available.**

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT  
Meeting Date: 2-4-08**

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

**SUBJECT:** Resolution Requesting State Action Regarding Reclaimed Water Systems

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

**ATTACHMENT(S):**  
Recommended Resolution

**INFORMATION CONTACT:**  
Matthew Delk

**TELEPHONE NUMBERS:**  
704-283-3656

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve attached Resolution

**BACKGROUND:** This is the "Purple Pipe" Resolution mentioned during the recent Visioning Conference.

**FINANCIAL IMPACT:** Financial impact to be determined during design of anticipated system and program.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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RESOLUTION REQUESTING STATE LEGISLATIVE AND ADMINISTRATIVE ACTION  
TO FACILITATE AND ENCOURAGE THE USE OF RECLAIMED WATER SYSTEMS  
IN ORDER TO ALLEVIATE THE STRAIN ON POTABLE WATER SUPPLIES

WHEREAS, the Governor has stated that North Carolina is in the midst of the State=s worst drought in recorded history and that significant rainfall is needed to avoid the possibility of water rationing; and

WHEREAS, there is a limited availability of water resources which can be used for potable water; and

WHEREAS, potable water is widely used for non-potable uses (such as irrigation, vehicle washing, dust control, and non-potable industrial processes), thus depleting the supply of potable water for potable uses, especially during times of severe drought; and

WHEREAS, reclaimed water is wastewater effluent that has been highly treated and meets the reclaimed water effluent criteria; and

WHEREAS, a reclaimed water system allows wastewater to be treated and delivered for non-potable uses, and thus alleviates the strain non-potable water uses place on the potable water supply; and

WHEREAS, on January 8, 2008, the North Carolina Drought Management Advisory Council (NCDMAC) strongly recommended that reuse options for water be explored and/or revisited in areas experiencing Severe drought conditions (as classified by the NCDMAC); and

WHEREAS, on January 8, 2008, the NCDMAC classified Union County and 66 other counties, as areas experiencing Exceptional drought conditions (the most severe NCDMAC category of drought); and

WHEREAS, a number of local governments in North Carolina already utilize reclaimed water in some capacity, with the Town of Cary operating the most extensive reclaimed water system serving homes, businesses, and industries; and

WHEREAS, the North Carolina Division of Water Quality has recognized that processing reclaimed water permit applications and providing opportunities for safe reuse systems is a high priority for the State, especially during drought conditions; and

WHEREAS, Article 15 of Chapter 153A of the North Carolina General Statutes enables counties to operate “public enterprise” systems; and

WHEREAS, North Carolina General Statute ' 153A-274 defines “public enterprise” to



include “water supply and distribution systems, wastewater collection, treatment, and disposal systems of all types, including septic tank systems or other on-site collection or disposal facilities or systems, solid waste collection and disposal systems and facilities, . . . [and] structural and natural stormwater and drainage systems of all types”; and

WHEREAS, North Carolina General Statute ' 153A-331 controls what conditions a county can place on subdivision approval; and

WHEREAS, from the foregoing, counties have the implied authority to operate reclaimed water systems, but express authority from the General Assembly may better facilitate the development of these systems; and

WHEREAS, the regulations pertaining to reclaimed water (See for example 15A NCAC 02T .0903 and 15A NCAC 02T .0910) limit local governments’ ability to utilize reclaimed water to its fullest potential by restricting uses such as street washing (street sweeping is allowed) and by requiring numerous inspections; and

WHEREAS, treated wastewater that is not used as part of a reclaimed water system will be released into streams and rivers, thereby making excessive restrictions on the use of reclaimed water unwarranted.

NOW THEREFORE, THE UNION COUNTY BOARD OF COMMISSIONERS DOES HEREBY RESOLVE to request that the North Carolina General Assembly update the statutes granting counties public enterprise and subdivision authority in order to grant express authority to operate reclaimed water systems and to enable developers to install reclaimed water pipes through the subdivision approval process. Furthermore, the Union County Board of Commissioners resolves to request that the North Carolina Department of Environment and Natural Resources, and other State agencies having jurisdiction, if any, amend their regulations so that local governments will be able to more effectively utilize reclaimed water.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2008.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

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

**SUBJECT:** Discussion on Establishing Regular Pre-Agenda Meeting Schedule

**DEPARTMENT:** \_\_\_\_\_ **PUBLIC HEARING:** No

**ATTACHMENT(S):** \_\_\_\_\_ **INFORMATION CONTACT:**  
Chairman Allan Baucom

**TELEPHONE NUMBERS:** \_\_\_\_\_

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**DEPARTMENT'S RECOMMENDED ACTION:** Establish regular pre-agenda meeting schedule

**BACKGROUND:**

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_  
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\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

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

**SUBJECT:** Woods Subdivision (Deferred from 1/22/2008 Meeting)

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

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**ATTACHMENT(S):** Information from Public Works Department                      **INFORMATION CONTACT:** Richard Black  
Interim County Manager

Copy of E-Mail from Tom Caldwell                      **TELEPHONE NUMBERS:**  
704-283-3810

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**DEPARTMENT'S RECOMMENDED ACTION:** Consider request

**BACKGROUND:**

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STONE BROOK



# UNION COUNTY PUBLIC WORKS

Christie L. Putnam, P.E., Director

October 5, 2006

Attention: Michael Sealy  
The Base Group  
2901 Blythe Road  
Waxhaw, N.C. 28173

Ref: Water and Sewer Availability - Mundy's Run  
Parcels - 06126002, 06126003A, 06126006B, 06126008A,  
06126008, 06126010, 06150071, 06126010A & 06126011  
Proposed 200 lot Residential Subdivision with  
Amenities and School Site

Dear Mr. Sealy,

A review of the parcels has been made. Union County currently has an existing 24 inch diameter water main along both Providence Road (Highway 16) and Weddington Road (Highway 84). Currently county sewer does not cross or adjoin these parcels, however the counties master plan does recommend service to the Mundy's Run Drainage Basin in the future.

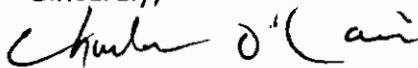
At this time Union County Public Works (UCPW) is agreeable to recommend this project be allowed sewer service utilizing capacity within the Six Mile Creek drainage basin (McAlpine Creek WWTP) and water service using the above mentioned water mains. This recommendation is based on you (developer) obtaining the following:

- Union County Board of County Commissioners (B.C.C.) approval to transfer flow from the Twelve Mile Creek drainage basin to the Six Mile Creek drainage basin.
- Charlotte Mecklenburg Utilities (CMU) approval to discharge into the CMU collection system along Six Mile Creek utilizing committed sewer capacities to Union County.
- Division of Environmental Management (DEM) approval of the non-discharge permit application.
- Design and Construction of a sewer pump station located along Mundy's Run Branch at the head water of Aero Plantation. The associated wet well and force main and controls to be sized for the build out of the complete drainage basin based on Union Counties Master Plan design criteria.

- Proposed Pump Station to be designed per Union County/State standards and shall include and architect designed enclosure to be compatible with the surrounding community, magmeter, odor control and chemical injection in addition to all "standard" items on typical county pump stations.
- Design and construction of a 16 inch diameter water main extension along the proposed Rea Road Extension to be extended through this project and connecting to the existing 24 inch diameter water main located on Weddington Road.
- Obtaining engineering plan approval from other governmental agencies as appropriate.
- Compliance with Union Counties'
  - a) Easement Acquisition Policy and Procedures
  - b) Water and Sewer Extension Policy
  - c) Sanitary Water and Sewer Specifications
  - d) Public Works Department standard review comments.

This "Water/Sewer Availability" is limited to a period of one (1) year to allow time for developer to obtain all necessary approvals mentioned above. If you have any questions don't hesitate to call me at 704-296-4214.

Sincerely,



Charles O'Cain, P.E.  
Assistant Director

Cc: Mike Shalati  
Christie Putnam, P.E.

County Manager  
Public Works Director

Pump Station Analysis

# The Woods

Weddington, North Carolina

### C) Pumping Station

We propose to provide a submersible duplex pumping station with two 75 horsepower pumps. These pumps will pump 525 gpm against a projected head pressure of 245'. A generator with automatic transfer switch will be provided along with instrumentation and alarms per UCPW requirements.

### D) Force Main

We will be installing an eight inch force main along Weddington Road (Highway 84) to Matthews-Weddington Road. It will extend up Matthews-Weddington Road and go behind the future library site and around the back of the shopping center. It will tie in the existing Weddington Corners pump station and continue down Providence Road to tie in to UCPW sewer in the Highgate neighborhood. We have worked closely with NCDOT on location of the force main and will comply with those requirements.

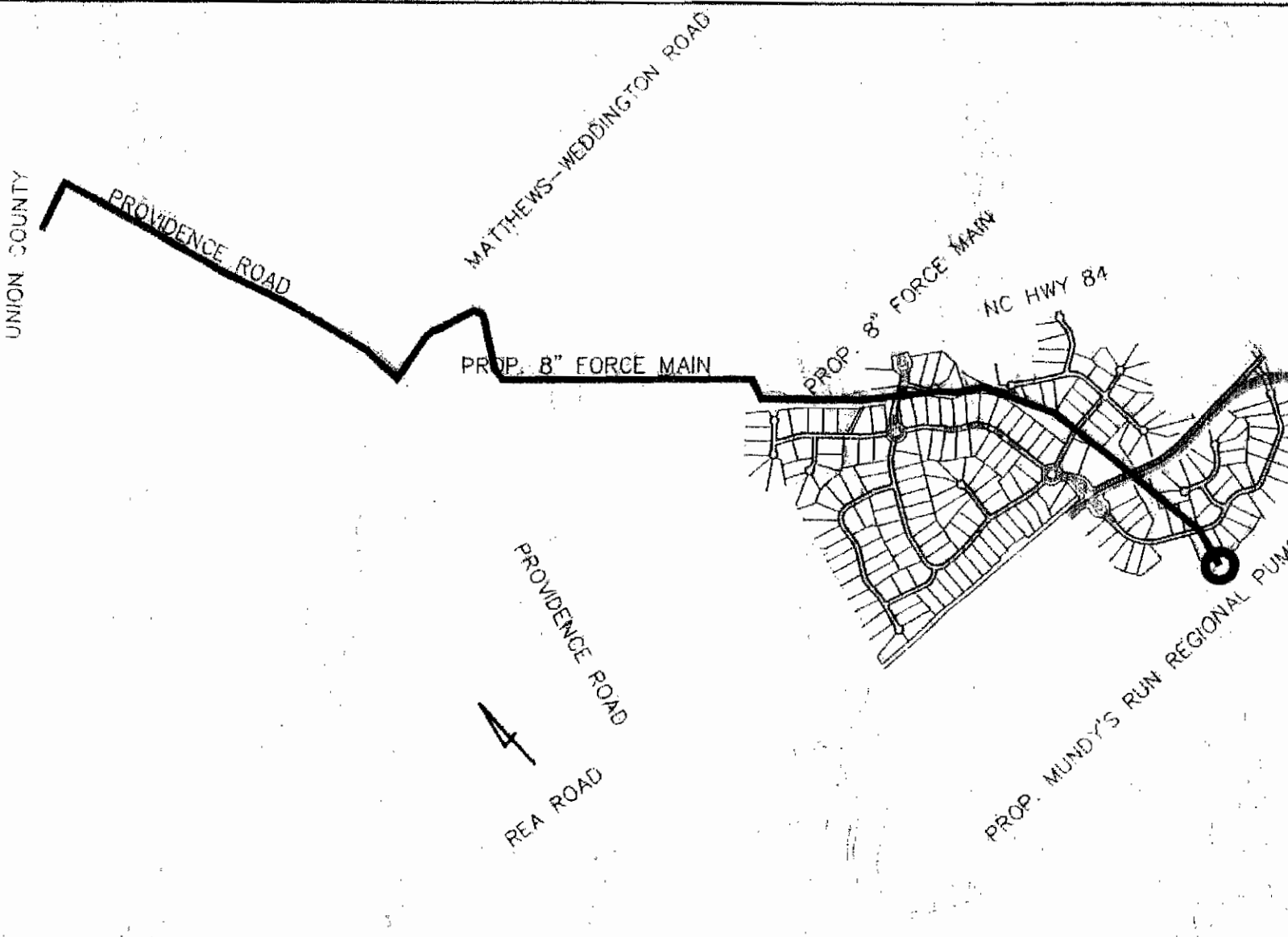
### E) Weddington Corners

We will be tying the discharge of the Weddington Corner pumping station into the proposed force main. The existing impellers for the Weddington Corners station will require replacement with smaller impellers. Even with this replacement the pumps will still exceed the current pump rates with the Mundy's Run station in operation and pump 50% more when operating alone.

### Conclusion

The proposed Mundy's Run pump station will provide several benefits to Union county. Initially, the station will help UCPW meet its service area commitment by pumping flows to a system that has treatment capacity. This sewer system will be key in assuring that the Rea Road extension to Highway 84 is completed sooner rather than later. This will be accomplished by allowing the development to donate land, right of way and construct a significant part of the roadway (about 1 mile).

In the future the pump station will provide an option to avoid expensive litigation and liability for high hazard dams in association with extending gravity sewers through Aero Plantation. The 12" receiving sewer is already in place per the 1996 plan.



**PROPOSED SEWER FACILITIES  
TO SERVE PROPOSED  
THE WOODS'**

1" = 1500'

R	D	D	D	A	V	I	S
	CONSULTING ENGINEERS						
699 Indian Trail Rd. N. Indian Trail, NC 28079 (704) 821-7700 (704) 821-8014 fax							

**EXHIBIT A**



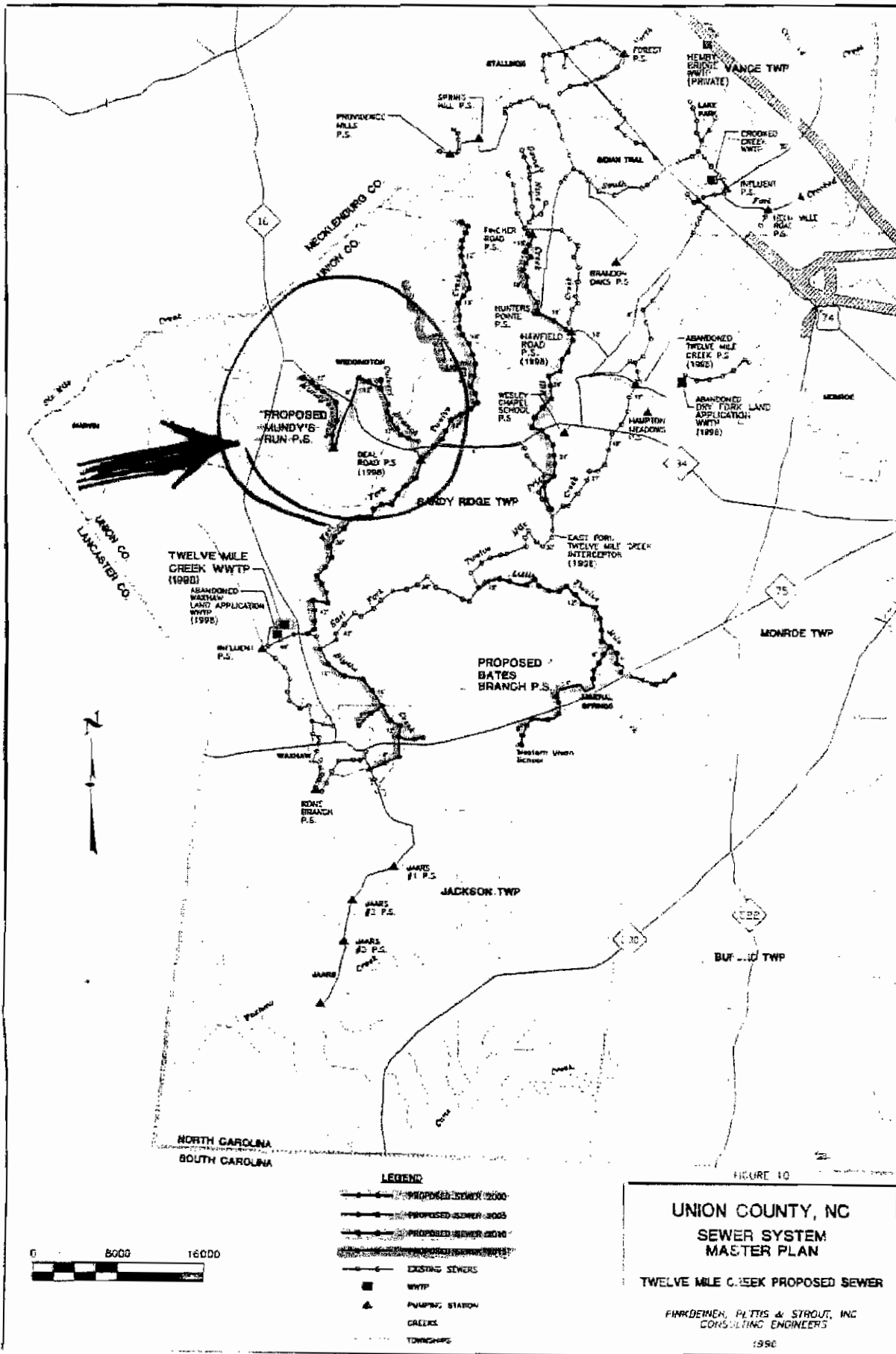


FIGURE 10

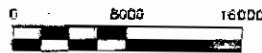
**UNION COUNTY, NC  
SEWER SYSTEM  
MASTER PLAN**

**TWELVE MILE CREEK PROPOSED SEWER**

FINKEBEINER, PLTIS & STROUT, INC  
CONSULTING ENGINEERS

1990

- LEGEND**
- PROPOSED SEWER 2000
  - - - - - PROPOSED SEWER 2005
  - · · · · PROPOSED SEWER 2010
  - PROPOSED SEWER 2015
  - EXISTING SEWERS
  - WWTP
  - ▲ PUMPING STATION
  - CREEKS
  - TOWNSHIPS





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDDY TIPPETT  
SECRETARY

March 2, 2007

Mr. Robert Davis  
323 Indian Trail Road North  
Indian Trail, North Carolina 28079

Dear Mr. Davis:

Re: NCDOT project U-2510A Union County  
Widening of NC 16 Providence Road  
Force main sewer

I thank you for meeting with us on February 28, 2007. I would like to verify our conclusions from the meeting.

- ◆ You are representing Infinity Partners, LLC of Charlotte, North Carolina.
- ◆ Infinity Partners proposes to construct a new 8" or 10" force main sewer. A portion of this line will be within the NCDOT project Rights of Way.
- ◆ The new force main will include a connection to the Weddington Associates force main sewer at the shopping center. This will eliminate the Weddington Associates force main sewer that exists along NC 16.
- ◆ Agreements are in development for Union County to own the new sewer line after construction.
- ◆ The new force main within the NC 16 highway project will be located five feet inside the proposed rights of way and will be constructed below the future grade lines.
- ◆ My office will work with you in obtaining electronic plans for the highway project.
- ◆ You anticipate providing design plans for our review of the portion of the force main within the project limits before May 2, 2007.
- ◆ Within the highway project, you estimate completing construction 6 weeks after NCDOT has acquired the project Rights of Way.
- ◆ The connection of Weddington Associates and the elimination of their line should occur prior to June 2008.

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
PROJECT SERVICES UNIT  
1591 MAIL SERVICE CENTER  
RALEIGH NC 27669-1591

TELEPHONE 919-250-4128  
FAX 919-250-4118  
WEBSITE WWW.PDHOT.STATE.NC.US

LOCATION  
CENTURY CENTER COMPLEX  
ENTRANCE B-2  
1025 BIRCH RIDGE DRIVE  
RALEIGH NC

Mr. Robert Davis

March 2, 2007

Page 2

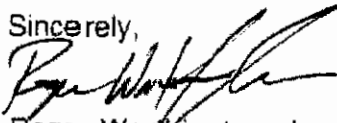
- ◆ Three party agreements will be executed between Infinity Partners, LLC, Union County, and NCDOT for the encroachment of the sewer line on NCDOT Rights of Way.

Within the highway project limits, Mr. Steve McKee and Mr. Alonza Yancey will be the NCDOT contact for the design of the force main. Mr. Gary McLamb, of the NCDOT Utilities Coordination Unit (919)733-7932 ext. 344, will be your contact for the agreement.

For the remainder of the force main on NCDOT R/W but outside of the highway project, you should coordinate the design and agreement with the NCDOT District Engineer for Union County, Mr. J. Scott Cole, PE. His telephone number is (704)289-1397.

Please contact me if I can be of further assistance.

Sincerely,



Roger Worthington, Jr.  
Utilities Section Engineer

Cc: Mr. Steve McLeod  
Ms. Christie Putnam  
Mr. Gary McLamb  
Mr. Scott Cole  
Mr. Steve McKee



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

March 2, 2007

Mr. Steve McLeod  
Weddington Associates  
19701-D West Catawba Ave.  
Cornelius, North Carolina 28031

Dear Mr. McLeod:

Re: NCDOT project U-2510A Union County  
Widening of NC 16 Providence Road  
4" force main sewer

Thank you very much for hosting our meeting on February 28, 2007. I would like to verify our conclusions from the meeting.

- The existing 4" force main along Providence Road from NC 84 to 6 Mile Creek requires replacement due to the highway project. Weddington Associates own this force main.
- Infinity Partners, LLC, and Weddington Associates are agreeing to combine the Weddington Associates force main with a new 8" or 10" force main proposed by Infinity Partners. This will eliminate your existing force main.
- Mr. Robert Davis, PE is engineering the force main for Infinity Partners and is working with Union County on ownership of the force main.

Please contact me if I can be of further assistance.

Sincerely,

Roger Worthington  
Utilities Section Engineer

Cc: Mr. Robert Davis  
Ms. Monica Long  
Mr. Gary McLamb  
Mr. Steve McKee

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
PROJECT SERVICES UNIT  
1591 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1591

TELEPHONE 919-250-4100  
FAX 919-250-3115  
WEBSITE WWW.DOT.ORG STATE.NC.US

LOCATION:  
CENTURY CENTER COMPLEX  
ENTRANCE B-2  
1020 BIRCH RIDGE DRIVE  
RALEIGH, NC

WOODS, THE

**Grace Development  
Sewer Utility Study  
Weddington, NC**

**Abstract**

Grace Development has retained McKim & Creed, PA to determine the requirements and approximate costs for the construction of sewer extensions to serve a proposed residential development in Weddington, NC. McKim & Creed has determined sewer service can be provided to this proposed development for an estimated cost of \$2,287,000, including both construction and easements.

**Introduction**

Grace Development has an option to purchase a 212-acre parcel in the Town of Weddington, and proposes to develop a residential subdivision on the land. The project is located southeast of Weddington along Mundys Run Creek, and is bounded on the west by Providence Road and to the north by Weddington Road. The site is depicted on Figure 1. Successful implementation of the project requires an extension of service conforming to the Union County Master Sewer Plan and current sewer extension policies. McKim & Creed has completed a study of the requirements and costs for the construction of sewer extensions. Estimated costs include the acquisition of permanent and temporary easements across private lands.

**Sewer Service Availability and Extension Requirements**

The proposed development is within the Mundys Run drainage basin. The closest County sewers to the proposed development are located east of the project along the Culvert Branch near Twelve Mile Creek Road. County policies for sewer service will not allow this proposed subdivision to connect to Culvert Branch with a pump station.

Sewer service to the project will require construction of a trunk sewer downstream along Mundys Run to its confluence with the West Fork of Twelve Mile Creek. An extension of the West Fork Twelve Mile Creek trunk sewer is currently under construction at that location.

Union County Public Works policy requires that proposed Master Plans sewers have the capacity to convey flows projected for the total service area. This sewer extension is identified as a required project in the 2001 Union County Master Sewer Plan.

## **Mundys Run Trunk Sewer Alignment Alternatives**

The alignment of Mundys Run trunk sewer presents a unique challenge in that a significant portion of the sewer is to be routed through Aero Plantation. Aero Plantation is a private fly-in community with nearly 90 families in residence. The neighborhood has its own air strip, a lake, and several large ponds within its boundaries. Through examination of topography and aerial photography, McKim and Creed developed three sewer service extension alternatives. Two alternatives are gravity sewers located along different paths adjacent to the lake. The third alternative is a wastewater pumping station and forcemain routed along existing roads within the community. The pump station option will not be allowed by Union County Public Works.

In March 2005, a site visit was made to view the proposed alternatives with Jon Dyer, the Public Works director, and Charles O'Cain, assistant director. A fourth alternative developed as an outcome of the site visit. This alternative is a variation of one of the proposed gravity sewer alignments. It was selected to take advantage of flatter grades along the lake shore opposite the proposed route. Union County feels the impact to the community can be further reduced by the use of Horizontal Directional Drilling methods to install sub aqueous sewer crossings beneath three fingers of the lake. McKim & Creed concurs the re-routing will allow the sewer construction to more closely follow the water's edge, and will reduce the extent of land clearing on the affected properties.

This alignment will require construction of 15,000 feet of 12 -inch sewer, including 6,600 feet of gravity sewers installed throughout Aero Plantation. The estimated cost of the line with allowances for contingencies and design is \$2,060,000.

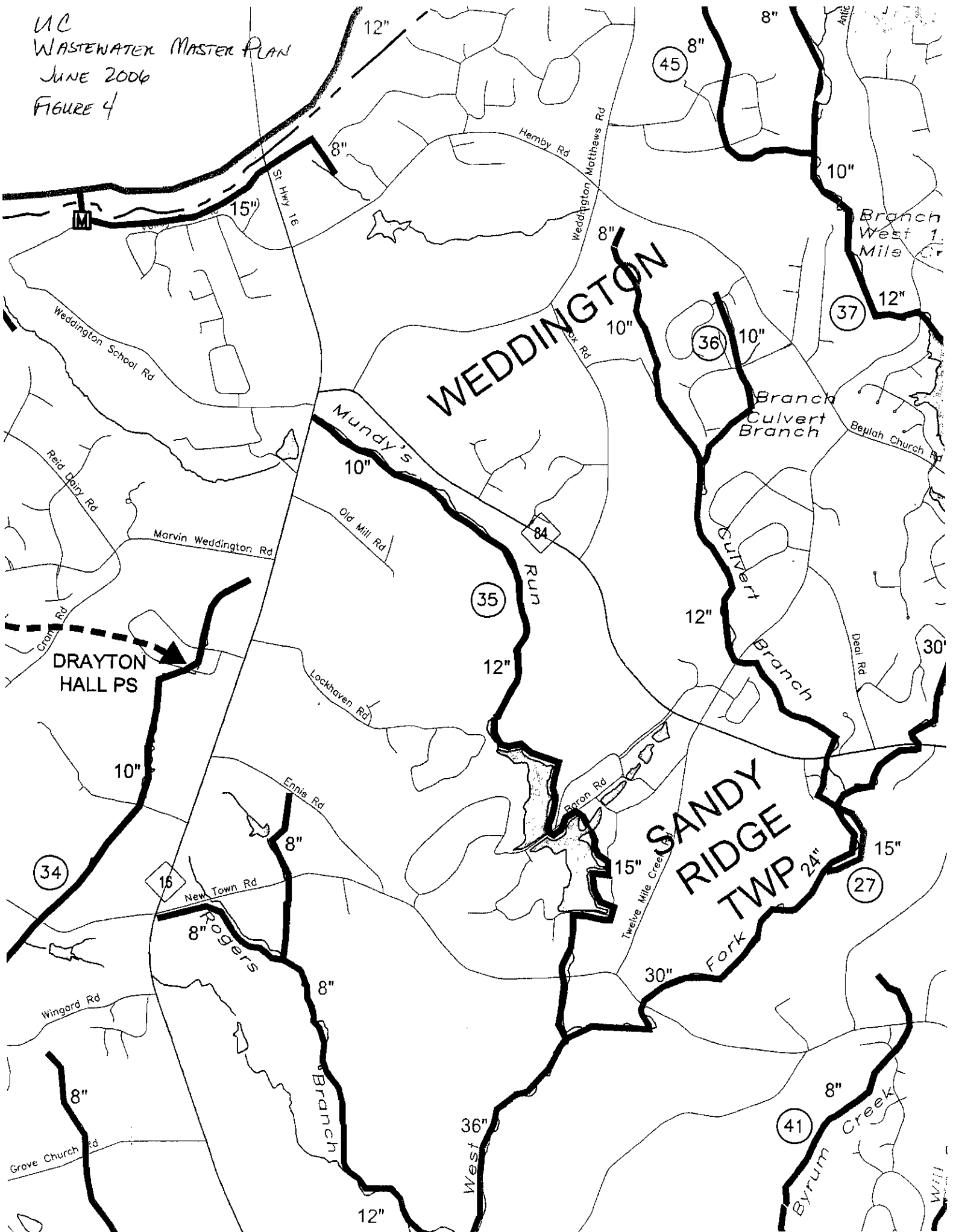
## **Acquisition and Cost of Permanent and Temporary Easements**

Current County policy requires that owners of private lands impacted by utility extensions be compensated at a rate equivalent to 50 percent of market value for permanent easement, and at a rate equivalent to 25 percent of market value for temporary easement. It is expected that 20 feet of permanent and 20 feet of temporary easement will be required for the 12-inch and 15-inch gravity sewers. We have developed an estimate of anticipated easement costs using Union County GIS data for the affected parcels along the sewer alignment. It is expected the required easements can be obtained at a cost of \$223,000.

## Conclusions and Recommendations

McKim & Creed has completed a review of the requirements and costs for the construction of sewer extensions to serve the proposed residential development. We are recommending a sewer alignment that has been developed with Union County Public Works input. We estimate the construction of approximately 15,000 feet of trunk sewer along Mundys Run will cost \$2,060,000, including engineering and contingencies. We expect temporary and permanent easements can be obtained at a cost of \$233,000. The total cost of sewer service for this project is estimated to be \$2,293,000.

UC  
WASTEWATER MASTER PLAN  
JUNE 2006  
FIGURE 4







**Legend**

**Sewer Service Alternatives**

— COMMON GRAVITY SEWER ROUTE

— OPTION 1 GRAVITY SEWER ROUTE

— OPTION 2 GRAVITY SEWER ROUTE

--- OPTION 3 FORCEMAIN ROUTE

--- OPTION 1 RECOMMENDED GRAVITY SEWER ROUTE

 PROPOSED DEVELOPMENT

PARCELS

**GRACE DEVELOPMENT  
MUNDYS RUN TRUNK SEWER ALTERNATIVES  
FIGURE 1**

## Pump Station Maintenance Considerations

- Station Check
  - Once per week by rule (with telemetry)
    - We check stations twice per week
      - check floats, record flows, hours, run cycle, exercise generator, etc.
      - Drive time needs to be considered
    - Problem stations are check daily (high flow, pump oos)
      - check floats, record flows, hours, run cycle etc.
      - Drive time needs to be considered
- Wetwell Cleaning
  - Approx every 3 months
    - Requires min 2 men plus VacCon
    - Grease must be removed from drying bed
- General Maintenance
  - seasonal
    - Cut grass
    - Weed eat/ spray chemicals
    - Maintain privacy fencing as appropriate
- Control Maintenance
  - Semi-annually
    - Amp draw, electrical connections, etc
    - Looking at infrared (hot spots)
- Draw Down Test
  - Semi-annually
- Generator maintenance
  - Semi-annual
    - Oil, oil filter, air filter, belts fluid, batteries

## Related Matters

- Safety
  - Control panels energized by <sup>460</sup>360V 3 phase
- Odor – H<sub>2</sub>S
  - Chemical feed
    - Chemical cost
    - Increased visitation
    - pH monitoring in system required
- Corrosion – H<sub>2</sub>s
  - Downstream manholes
  - DIP force main
- Air Relief Valve Inspection/replacement
- Basically cannot tap-on to force main
- It is mechanical – susceptible to failure



"Tom Caldwell"

01/08/2008 04:01 PM

To [REDACTED]

cc [REDACTED]

bcc [REDACTED]

Subject union co commissioners' 1/22/08 agenda

Lynn, in accordance with our phone conversation a few minutes ago, please accept this email as the request of my client, IB Development, LLC to be on the Commissioners' agenda for their January 22, 2008 meeting for approval of water and sewer service to The Woods Subdivision, the specifics of which are contained in the attached Request. It is my understanding that the deadline for agenda requests is 2:00 tomorrow and that this email to you as Clerk to the Board serves as a timely and properly presented request. It's my further understanding that the meeting agenda will be determined Monday or Tuesday of next week and the agenda finalized by Wednesday.

Request by I B Development, LLC

I B Development, LLC ("Developer"), owner of approximately 273 acres on NC Highway 84 in Weddington, which has Weddington's preliminary plat approval as a 203 lot residential subdivision known as "The Woods", requests the Union County Board of Commissioners to approve water and sewer service to the property pursuant to and in accordance with the terms and provisions contained in: (1) Letter dated October 5, 2006 from Charles O'Cain as Assistant Director of Union County Public Works ("UCPW") to Michael Sealy, agent of Developer, a copy of which is attached hereto as Exhibit A; and (2) Policy For Allocating Wastewater Treatment Capacity adopted by the Board of Commissioners on September 17, 2007, on the following terms and conditions:

1. The pump station will be located and sized so as to provide sewer service for all the property in the drainage basin The Woods is located in.
2. The Developer will provide for the repair, maintenance and replacement, if necessary, of the pump station for as long as it is used in providing sewer service to The Woods and the other property in the drainage basin. Developer's repair and maintenance obligation will be secured in such manner as UCPW reasonably requires and shall comply with all pump station repair and maintenance provisions contained in any policy adopted by the County in the future.
3. Developer will provide for the construction of Section B of Rea Road Extension (the "Road"), which is the portion that is located within The Woods, as described in letter dated July 24, 2007 from Barry S. Moore, Division Engineer for the N. C. Department of Transportation ("DOT") to Kevin Pressley, Chairman of The Union County Board of Commissioners, a copy of which is attached hereto as Exhibit B, by providing the following at its sole expense:
  - A. Granting the right of way for the Road and all drainage, slope and other easements necessary for its construction and maintenance.

- B. Providing all necessary design and engineering.
  - C. Grading the entire four lanes of the Road and installing the necessary bridges and other drainage installations.
  - D. Paving two lanes of the Road.
  - E. Landscaping the Road median.
4. Developer will, on its own or in conjunction with other entities, provide funding in the amount of up to \$2.4 million in order for DOT to build Section A of the Road as rapidly as possible.
  5. Developer will design and construct the 16" water line along Section B of the Road as described in the letter attached as Exhibit A.
  6. Developer will insure that all utility lines in The Woods will be underground and that all walking trails as shown on the approved preliminary subdivision plans will be open to use by the general public during daylight hours.
  7. To guarantee that Developer complies with the conditions contained herein, Developer acknowledges that Union County will not be obligated to permit any water or sewer connections to residences constructed in The Woods until Developer has substantially complied with or made satisfactory provisions for compliance with all conditions contained herein.

EXHIBIT A**UNION COUNTY PUBLIC WORKS***Christie L. Putnam, P.E., Director*

October 5, 2006

Attention: Michael Sealy  
 The Base Group  
 2901 Blythe Road  
 Waxhaw, N.C. 28173

Ref: Water and Sewer Availability - Mundy's Run  
 Parcels - 06126002, 06126003A, 06126006B, 06126008A,  
 06126008, 06126010, 06150071, 06126010A & 06126011  
 Proposed 200 lot Residential Subdivision with  
 Amenities and School Site

Dear Mr. Sealy,

A review of the parcels has been made. Union County currently has an existing 24 inch diameter water main along both Providence Road (Highway 16) and Weddington Road (Highway 84). Currently county sewer does not cross or adjoin these parcels, however the counties master plan does recommend service to the Mundy's Run Drainage Basin in the future.

At this time Union County Public Works (UCPW) is agreeable to recommend this project be allowed sewer service utilizing capacity within the Six Mile Creek drainage basin (McAlpine Creek WWTP) and water service using the above mentioned water mains. This recommendation is based on you (developer) obtaining the following:

- Union County Board of County Commissioners (B.C.C.) approval to transfer flow from the Twelve Mile Creek drainage basin to the Six Mile Creek drainage basin.
- Charlotte Mecklenburg Utilities (CMU) approval to discharge into the CMU collection system along Six Mile Creek utilizing committed sewer capacities to Union County.
- Division of Environmental Management (DEM) approval of the non-discharge permit application.
- Design and Construction of a sewer pump station located along Mundy's Run Branch at the head water of Aero Plantation. The associated wet well and force main and controls to be sized for the build out of the complete drainage basin based on Union Counties Master Plan design criteria.

- Proposed Pump Station to be designed per Union County/State standards and shall include and architect designed enclosure to be compatible with the surrounding community, magmeter, odor control and chemical injection in addition to all "standard" items on typical county pump stations.
- Design and construction of a 16 inch diameter water main extension along the proposed Rea Road Extension to be extended through this project and connecting to the existing 24 inch diameter water main located on Weddington Road.
- Obtaining engineering plan approval from other governmental agencies as appropriate.
- Compliance with Union Counties'
  - a) Easement Acquisition Policy and Procedures
  - b) Water and Sewer Extension Policy
  - c) Sanitary Water and Sewer Specifications
  - d) Public Works Department standard review comments.

This "Water/Sewer Availability" is limited to a period of one (1) year to allow time for developer to obtain all necessary approvals mentioned above. If you have any questions don't hesitate to call me at 704-296-4214.



Charles O'Cain, P.E.  
Assistant Director

Cc: Mike Shalati County Manager  
Christie Putnam, P.E. Public Works Director

EXHIBIT B



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

July 24, 2007

W. LYNDO TIPPETT  
SECRETARY

Mr. Kevin Pressley, Chairman  
Union County Board of Commissioners  
500 N. Main St., Room 925  
Monroe, NC 28112

Dear Mr. Pressley:

I am writing to follow up our telephone conversation of this date concerning our STIP project U-3467 (Rea Road Extension).

As you are aware this project plans to extend SR 1316 (Rea Road) from NC 16 to SR 1008 (Indian Trail-Waxhaw Road) to multi-lanes with most of the project on new location with approximate length of the project being 3.8 miles. The cross-section will be a four lane divided highway. Currently this project is included within the Mecklenburg/Union MPO's (MUMPO) long-range transportation plan. It is currently prioritized on MUMPO's project priority listing as project number 92.

The current 2007-2013 TIP breaks this project into three sections. Section A plans to build the project from NC 16 to 1000 east of NC 16 to tie into the part that is presently proposed to be built by private developer identified in our STIP as Section B (1000 east of NC 16 to NC 84). The final section C will complete the project over to SR 1008 (Indian Trail-Waxhaw Road).

MUMPO has identified this section of road as a future critical link to help with mitigation of traffic congestion in this area. The project is part of their overall air quality analysis that is required to be submitted to the Federal Highway Administration every few years. The Department agrees with the need for this project and recognizes that without it the overall flow of traffic in this part of the county could be compromised.

As we discussed by phone anything that Union County can do to assist in protecting this corridor would be helpful. Regardless of when this project is built we need to plan now to protect its anticipated corridor of both R/W and utility conflicts. By planning now, for the future project, can potentially have significant cost savings to the project when it is funded for construction, not to mention just good overall planning and use of tax payers dollars.

I want to thank you for your interest in transportation issues and the willingness to work together for the greater good of Union County. If I can be of any further assistance to you or the Union County Commission please do not hesitate to let me know.

Sincerely,

Barry S. Moose, P.E.  
Division Engineer

cc: File





**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 28, 2008**

**Action Agenda Item No. 11**

(Central Admin. use only)

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**SUBJECT:** Property Management Review Committee

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**DEPARTMENT:** Finance  
General Services

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Minutes of meetings

**INFORMATION CONTACT:**  
Kai Nelson  
Barry Wyatt

---

**TELEPHONE NUMBERS:**

---

704.292.2522

704.283.3868

---

**DEPARTMENT'S RECOMMENDED ACTION:** Accept Findings in Connection with Janitorial Services

**BACKGROUND:** The BOCC created an ad hoc Property Management Review Committee earlier in the year. The Committee's charge from the Commission was "to conduct a thorough review of the services provided by the Keith Corporation and the associated costs." This action represents the policy objective (or ENDS statement) of the Commission - to ensure that the County's property management functions are effective and efficient - both from a cost and operations perspective.

At the Committee's organizational meeting on October 18, the Committee adopted the following specific objective to guide them in their work (this is the MEANS):

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

The Committee also concluded at the meeting that it would be appropriate to evaluate each of the four components of the County's property management function separately. There are four

components as follows: 1) janitorial services 2) landscaping 3) property maintenance 4) property management (the fee associated with managing 1, 2 & 3)

The Committee has met twice. The first meeting focused on objectives, study methodologies and individual interests and/or areas of concern. The second meeting focused on receiving janitorial housekeeping information and reaching various conclusions in connection with that information.

The Committee unanimously reached the following conclusions regarding janitorial services:

- 1) County's janitorial costs are competitive in the marketplace (about 75 cents versus \$1)
- 2) Service and quality level standards are usual, customary and reasonable
- 3) County's costs to perform janitorial services in-house (i.e. with County employees) is cost prohibitive
- 4) Finance and General Services Department should develop allocation methodologies that better approximates individual facility costs

The Committee's next review is landscaping, to be followed by property maintenance and property management.

**FINANCIAL IMPACT: NA**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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**Minutes**  
**Property Management Review Committee**  
**October 18, 2007**

The Property Management Review Committee met on October 18, 2007, in the Jefferson Room of the Public Works Building located at 307 Jefferson Street, Monroe, NC 28112.

Committee members and their respective department representation included:

Jerry Simpson, Cooperative Extension  
Debbie Purser, Library  
Roy Young, Social Services  
Kai Nelson, Finance  
Steve Simpson, Sheriff  
Barry Wyatt, General Services  
Wes Baker, Internal Auditor  
Arnold Price, Former ~~Garage Superintendent~~ Fleet Manager

Also in attendance was Matthew Delk, Assistant County Manager.

Presiding was Kai Nelson. Kai Nelson presented the following proposal regarding the Committee's objectives and deliverables and suggested that the Committee discuss the content and if appropriate modify and adopt.

The Committee's objectives are to:

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

Following discussion, Jerry Simpson moved, seconded by Roy Young that the Committee's objectives and deliverables as presented by Kai Nelson be adopted. The motion passed unanimously.

Mr. Barry Wyatt distributed information regarding the County's property management program (housekeeping, landscaping, maintenance, etc.) including contracts, service levels and pricing. Steve Simpson also distributed information regarding various aspects of the property management program.

Following further discussion by Committee members, Kai Nelson proposed that the Committee focus its initial review on the "housekeeping" component of the property management program and suggested that Barry Wyatt develop an information package containing contract terms, pricing (payments from the County to Keith Corporation and Keith Corporation to Green's), program service levels and pricing validation for review by the Committee at its next meeting.

It was suggested that when the housekeeping package of information was available, that the Committee reconvene.

Arnold Price moved to adjourn the meeting. The motion passed unanimously.

Minutes  
Property Management Review Committee  
December 17, 2007

The Property Management Review Committee met on December 17, 2007, in the 9<sup>th</sup> Floor Conference Room of the Government Center located at 500 N. Main Street, Monroe, NC 28112.

Committee members and their respective department representation included:

Debbie Purser, Library  
Roy Young, Social Services  
Kai Nelson, Finance  
Steve Simpson, Sheriff  
Barry Wyatt, General Services  
Wes Baker, Internal Auditor  
Arnold Price, Former Fleet Manager

Committee member absent was Jerry Simpson, Cooperative Extension

Also in attendance for portions of the meeting was Matthew Delk, Assistant County Manager.

Presiding officer Kai Nelson called the meeting to order at 2:00 p.m.

Roy Young moved, seconded by Debbie Pursue to approve the agenda. Motion passed unanimously.

Wes Baker, moved, seconded by Roy Young to approve the minutes of October 18, 2007, subject to noted corrections regarding the position of Arnold Price and a grammatical error. Motion passed unanimously.

Kai Nelson presented the following proposal regarding the Committee's objectives and deliverables and suggested that the Committee discussion the content and if appropriate modify and adopt.

Kai Nelson requested Barry Wyatt review janitorial housekeeping information that he had assembled. Barry Wyatt reviewed the janitorial budget and costs for County facilities, allocation methodologies, a cross matrix reference sheet between County payments to Keith Corporation and Keith Corporation's payments to the service providers, cancelled checks, Building Owners and Managers Association (BOMA) costs for the Charlotte region marketplace and internal cost projections.

Roy Young moved, seconded by Debbie Purser in finding that: a) the County's janitorial contracted costs are 76 cents per square foot, b) those costs are competitive in the Charlotte marketplace as compared to BOMA's average for Downtown and Suburban buildings of approximately \$1.00 and c) the costs of bring the janitorial service in-house is cost prohibitive. The motion passed unanimously.

Roy Young moved, seconded by Wes Baker that the Finance Department allocate janitorial costs based on contractor billings and that General Services should validate contractor allocations with the vendor to determine reasonableness and appropriateness. Motion passed unanimously.

Roy Young moved, seconded by Debbie Purser, that the service and quality level standards for the County's janitorial services are usual, customary and reasonable. Motion passed unanimously.

Kai Nelson reminded Committee members that the next property management review component was landscaping and that Barry Wyatt would notify committee members went that review would be available.

Arnold Price moved, seconded by Wes Baker to adjourn the meeting. The motion passed unanimously.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: February 4, 2008

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

**SUBJECT:** Amendment to Sewer Allocation Policy

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

---

**ATTACHMENT(S):** Sewer Allocation Policy with proposed changes as marked.                      **INFORMATION CONTACT:** Christie Putnam  
Jeff Crook

---

**TELEPHONE NUMBERS:**  
704-296-4212  
704-283-3673

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**DEPARTMENT'S RECOMMENDED ACTION:** Consider Amendment to Sewer Allocation Policy

**BACKGROUND:** UCPW has identified a relatively small amount of excess capacity in the First Priority Projects and/or Government Facilities. The current policy does not clearly address what is to be done with such capacity. Based on comments from commissioners regarding the inability to accommodate new economic development projects, it is being proposed that this excess capacity be placed in reserve, pending allocation by the Board on the basis of criteria listed in the proposed amendment.

**FINANCIAL IMPACT:**

---

**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

---

**Manager Recommendation:** \_\_\_\_\_

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**POLICY FOR ALLOCATING WASTEWATER TREATMENT CAPACITY**

**SEPTEMBER 17, 2007  
AS AMENDED FEBRUARY 4, 2008**

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## 1.0 DEFINITIONS

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this Section shall have the meaning indicated when used in this Policy.

***6-Mile Collection System*** means the wastewater treatment collection system located in west-central Union County which, pursuant to an agreement between Union County and the City of Charlotte dated April 12, 1996, Union County may use to transport up to 3.0 million GPD of wastewater for treatment at the McAlpine Creek Wastewater Treatment Plant owned by Charlotte-Mecklenburg Utilities.

***12-Mile WWTP*** means Union County's 12-Mile Creek Wastewater Treatment Plant located at 3104 Providence Road South.

***Accessibility Letter***, or Availability Letter, means a letter issued by UCPW that describes the proximity of a proposed Development Project to existing UCPW sewer infrastructure and the requirements for obtaining sewer capacity. Such letter may, but need not, have been issued in response to UCPW's receipt of a Letter of Intent.

***Availability Letter*** has the same meaning as Accessibility Letter.

***Capacity at the Treatment Facilities*** means wastewater treatment capacity at the Treatment Facilities, defined below as the 12-Mile WWTP and Crooked Creek WWTP, collectively.

***Capacity at 6-Mile*** means wastewater treatment capacity available through the 6-Mile Collection System.

***Crooked Creek WWTP*** means Union County's Crooked Creek Wastewater Treatment Plant located at 4015 Sardis Church Road.

***Current Expansion*** means the current project to expand wastewater treatment capacity at the 12-Mile WWTP from 3.0 to 6.0 million GPD.

***Development Project***, or Project, means an undertaking involving real property improvements for which connection to either the 12-Mile WWTP, the Crooked Creek WWTP, or the 6-Mile Collection System is requested.

***Development Submittal*** means either: (i) a Letter of Intent; or (ii) other document received by UCPW as part of the required procedures for obtaining a zoning permit, special use permit, conditional use permit, major development permit, or other land development permit.

***Effective Date*** means the date this Policy is adopted by the Union County Board of Commissioners.

***Excess Capacity at 6-Mile*** means any Capacity at 6-Mile reserved to satisfy First Priority Projects or Government Facilities under Part II of this Policy but which, for any reason, is not ultimately needed to serve these Projects under the terms of this Policy.

***Excess Capacity at 12-Mile*** means any Capacity at 12-Mile reserved to satisfy First Priority Projects or Government Facilities under Part I of this Policy but which, for any reason, is not ultimately needed to serve these Projects under the terms of this Policy.

***Flow Permit*** means a Sewer Permit issued by NCDWQ authorizing the construction and operation of a wastewater collection system extension for wastewater treatment at the 12-Mile WWTP, Crooked Creek WWTP, or through the 6-Mile



Collection System to serve a specified Project. UCPW requires a Flow Permit for connection to its wastewater treatment facilities for all Projects except Tap Only Projects.

***Flow Permit Application*** means a completed application for a Flow Permit submitted to UCPW by an owner or developer in connection with a particular Project that meets all the requirements set forth in the UCPW Extension Policy including, but not limited to, final approval of engineering plans by UCPW, payment of one-half of the capacity fees, and payment of the application fee.

***Government Facilities*** means facilities owned or operated by Union County, Union County Public Schools, or a municipality located within Union County, and facilities funded in whole or in part by Union County.

***GPD*** means gallons per day.

***Letter of Intent*** means a letter of intent to develop property received by the UCPW Director pursuant to Section 2.2 of the UCPW Extension Policy.

***Moratorium*** means the state-imposed moratorium pursuant to which NCDWQ ceased issuing Sewer Permits for the 12-Mile WWTP effective February 7, 2007.

***NCDWQ*** means the North Carolina Division of Water Quality.

***Nonresidential Development Projects*** means all Development Projects other than Residential Development Projects.

***Planned Diversion*** means the proposed diversion by UCPW of not less than 1.03 million GPD of wastewater from the service areas of the Treatment Facilities to the 6-Mile Collection System.

***Project*** has the same meaning as Development Project.

***Residential Development Projects*** means Development Projects for residences such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages, etc., and their associated outbuildings including garages, storage buildings, gazebos, etc., and customary home occupations. For purposes of this Policy, a Retirement Community shall not be deemed a Residential Development Project.

***Retirement Community*** means a housing development that is designed for and restricted to occupancy by households having at least one member who is fifty-five (55) years of age or older, and in which children under eighteen (18) years of age shall not reside for more than ninety (90) days per calendar year.

***Sewer Permit*** means a Flow Permit or Zero Flow Permit issued by NCDWQ.

***Tap Only Project*** means a Project for which a Sewer Permit from NCDWQ is not required pursuant to either G.S. § 143-215.1 or Rule 02T.0113, Chapter 15A, North Carolina Administrative Code.

***Treatment Facilities*** means the 12-Mile WWTP and Crooked Creek WWTP, collectively.

***UCPW*** means the Union County Public Works Department.

***UCPW Extension Policy*** means the Union County Public Works Water and Sewer Extension Policy dated January 6, 1997, as amended.

***Zero Flow Permit*** means a Sewer Permit issued by NCDWQ for construction only of a wastewater collection system extension for wastewater treatment at the 12-Mile WWTP, the Crooked Creek WWTP, or through the 6-Mile Collection System to serve a

specified Project, with no authority for operation of the same.

## **2.0 RECITALS**

**2.1** The Treatment Facilities are interconnected via the Poplin Road Pump Station, and together they serve the west-central portion of Union County, including but not limited to the towns of Hemby Bridge, Indian Trail, Lake Park, Mineral Springs, Stallings, Waxhaw, Weddington, Wesley Chapel, and immediately surrounding areas. Heavy development in western Union County in recent years has dramatically increased the demand for wastewater treatment capacity in that part of the County.

**2.2** Effective February 7, 2007, NCDWQ ceased issuing Sewer Permits for the 12-Mile WWTP pursuant to the state-imposed Moratorium. Consequently, for all Projects within the service areas of the Treatment Facilities, UCPW has temporarily: (i) stopped issuing Accessibility Letters; (ii) stopped accepting new Sewer Permit Applications; (iii) stopped accepting new engineering plans; and (iv) limited authorization for connections for Tap Only Projects.

**2.3** Following completion of the Current Expansion of the 12-Mile WWTP, permitted wastewater treatment capacity at that plant will increase by 3.0 million GPD, bringing the total Capacity at the Treatment Facilities to 7.9 million GPD. Of this 7.9 million GPD, approximately 6.25 million GPD represents the maximum average monthly flow for the previous 12 months plus the amount of Capacity at the Treatment Facilities needed to satisfy outstanding Flow Permits previously issued by NCDWQ. Thus, the Current Expansion will result in approximately

1.65 million GPD of additional Capacity at the Treatment Facilities.

- 2.4** Pursuant to an agreement between Union County and the City of Charlotte, UCPW may transport 3.0 million GPD of wastewater through the 6-Mile Collection System to Charlotte-Mecklenburg Utilities' McAlpine Creek Wastewater Treatment Plant.
- 2.5** Current average monthly flow for the previous 12 months through the 6-Mile Collection System, together with outstanding Flow Permits previously issued for that System, account for approximately 1.11 million GPD of Capacity. This leaves an estimated 1.89 million GPD of available Capacity at 6-Mile.
- 2.6** The Policy set forth herein is intended to provide guidelines for allocating, in a fair, rational, and lawful manner among competing interests: (i) the limited Capacity at the Treatment Facilities that will become available when the Current Expansion is complete and the Moratorium lifted; and (ii) the limited Capacity at 6-Mile. Subject to approval of the County Manager, the Union County Public Works Director may authorize a departure from these guidelines when strict adherence would frustrate the purpose of these guidelines or endanger the health, safety or welfare of the citizens of Union County. The County Manager shall report any such departure to the Board of County Commissioners no later than the Board's next regular meeting.
- 2.7** Pursuant to G.S. § 153A-283, Union County may in no case be held liable for damages for failure to furnish sewer services, and this Policy creates no legal right to receive, nor any legal duty on the part of Union County or UCPW to provide,

any amount of existing or future wastewater treatment capacity at the Treatment Facilities, through the 6-Mile Collection System, or elsewhere.

### **3.0 SCOPE**

This Policy applies to: (i) the allocation of approximately 1.65 million GPD of Capacity at the Treatment Facilities that will be available when the Current Expansion at the 12-Mile WWTP is completed and the Moratorium lifted; and (ii) the allocation of approximately 1.89 million GPD of Capacity at 6-Mile. Except as otherwise stated herein, this Policy applies to all Development Projects located in areas served by the Treatment Facilities or the 6-Mile Collection System for which the owner or developer requests connection thereto but for which the authorization necessary to do so has not yet been obtained. This Policy does not affect Flow Permits previously issued by NCDWQ.

### **4.0 PURPOSE**

This Policy is intended to establish guidelines for allocating limited wastewater treatment capacity in a fair, rational, and lawful manner, taking into consideration, among other things:

- The need to fulfill outstanding legal obligations Union County may have to provide Capacity at the Treatment Facilities when the Current Expansion at 12-Mile WWTP is complete and the Moratorium is lifted or to provide Capacity at 6-Mile;
- The need to reserve Capacity to serve public school facilities, County Projects, and other Government Facilities;
- The desire to treat alike all Development Projects that are similarly situated as

to: (i) type of Project; and (ii) stage of progress in the procedures required for obtaining a Sewer Permit or otherwise connecting to the Treatment Facilities or the 6-Mile Collection System to the extent that UCPW has received written documentation of such progress;

■The desire to promote Nonresidential Development Projects in Union County in order to increase the County's property tax base while imposing fewer demands (than those imposed by Residential Development Projects) on the County's already overburdened public schools; and

■The need to protect the public health, safety and welfare.

#### **5.0 EFFECTIVE DATE**

This Policy shall become effective upon adoption by the Union County Board of Commissioners and may be repealed or modified at any time, without notice.

### **PART I**

#### **ALLOCATION OF CAPACITY: 12-MILE AND CROOKED CREEK WWTPS**

#### **6.0 FIRST PRIORITY PROJECTS**

When the Current Expansion is complete and the Moratorium has been lifted, Capacity at the Treatment Facilities shall be made available to serve First Priority Projects, described in Sections 6.1 through 6.3 and specifically identified in Exhibits 1 - 3, as set forth below.

#### **6.1 PROJECTS WITH CONTRACTED CAPACITY**

A total of 283,176 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of Projects for which the owner or developer has entered into a contract with Union County and provided valuable consideration to Union County, and

under which the County has expressly agreed to provide sewer services to that particular Project when it is able to do so. Such contracts are identified in Exhibit 1, attached and incorporated herein by reference. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW=s receipt of a Flow Permit for the Project from NCDWQ and subject to the following terms and conditions:

**6.1.1** As used in this Section, AProject@ means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 1.

**6.1.2** The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to fulfill the County=s remaining obligation under the contract for that Project; or (ii) the amount stated in the Flow Permit.

**6.1.3** Connection to the Treatment Facilities pursuant to this Section shall be subject to all terms and conditions stated in the contract.

**6.1.4** It is expressly noted that pursuant to Subsection 2.2.2 of the UCPW Extension Policy, UCPW=s response to a Letter of Intent (sometimes referred to as an Accessibility Letter or Availability Letter) does not represent a reservation of Capacity at the Treatment Facilities in favor of the Project. Such response, therefore, confers no contractual rights. Similarly, Capacity at the Treatment Facilities is not reserved and no contractual rights are conveyed pursuant to receipt of an Accessibility Letter or Availability Letter issued in any other context.

## **6.2 PROJECTS WITH ZERO FLOW PERMITS**

A total of 231,135 GPD of Capacity at the Treatment Facilities is hereby temporarily reserved in favor of Projects for which NCDWQ has issued Zero Flow Permits, as shown in Exhibit 2, attached and incorporated herein by reference. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW=s receipt of a new Flow Permit Application for the Project within ninety (90) days of the Effective Date, UCPW=s receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

- 6.2.1** As used in this Section, A“Project@” means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 2.
- 6.2.2** The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to satisfy the Project as defined in the Zero Flow Permit or cover letter thereto; or (ii) the amount stated in the Flow Permit.
- 6.2.3** Failure to submit a new Flow Permit Application to UCPW within ninety (90) days of the Effective Date will result in the loss of any Capacity at the Treatment Facilities reserved in favor of the Project under this Section.

## **6.3 Projects With Denied Applications**

A total of 236,473 GPD of Capacity at the Treatment Facilities is hereby temporarily reserved in favor of Projects: (i) for which NCDWQ denied a Flow



Permit Application for the Project pursuant to a letter dated March 22, 2007; and (ii) which are not included in Exhibit 2 as having received a Zero Flow Permit. Such Projects are identified in Exhibit 3, attached and incorporated by reference herein. (A copy of the referenced denial letter from NCDWQ is attached as Exhibit 4.) Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW='s receipt of a new Flow Permit Application for the Project within ninety (90) days of the Effective Date, UCPW='s receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

**6.3.1** As used in this Section, AProject@'' means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 3.

**6.3.2** The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to serve the Project as that Project is defined in the denied Flow Permit Application; or (ii) the amount stated in the Flow Permit.

**6.3.3** Failure to submit a new Flow Permit Application within ninety (90) days of the Effective Date will result in the loss of any Capacity at the Treatment Facilities reserved in favor of the Project under this Section.

**6.4 CAPACITY LIMITATION FOR ALL FIRST PRIORITY PROJECTS**

In no event may any First Priority Project receive any greater Capacity at the Treatment Facilities under Sections 6.1 through 6.3 than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the contract, Zero

Flow Permit, or denied Flow Permit Application.

## **7.0 SECOND PRIORITY PROJECTS**

When the Current Expansion is complete, the Moratorium has been lifted, and Capacity at the Treatment Facilities has been reserved to satisfy all First Priority Projects, remaining Capacity at the Treatment Facilities created by the Current Expansion, if any, shall be made available to serve Second Priority Projects, described in Sections 7.1 and 7.2, as stated below.

### **7.1 GOVERNMENT FACILITIES**

A total of 240,000 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of public school facilities identified in Union County Public Schools' five-year Capital Improvement Plan as shown in Exhibit 5, attached and incorporated herein by reference. An additional 20,600 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of County Projects identified in Union County's five-year Capital Improvement Plan, as shown in Exhibit 6, attached and incorporated herein by reference. Subject to approval by the Board of County Commissioners, additional Capacity at the Treatment Facilities, if available, may be allocated to other Government Facilities. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit for the Project from NCDWQ and subject to the following terms and conditions:

**7.1.1** As used in this Section, A“Project@” means the Project or portion(s) or phase(s) thereof identified in Exhibits 5 or 6 or, for other Government

Facilities, the Project or portion(s) or phases(s) thereof specifically approved by the Board of County Commissioners.

**7.1.2** The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to serve the Project; or (ii) the amount stated in the Flow Permit.

## **7.2 TAP ONLY PROJECTS**

A total of 14,250 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of Tap Only Projects. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW='s receipt of a written request for connection to the Treatment Facilities and subject to the following terms and conditions:

**7.2.1** Capacity at the Treatment Facilities shall be available to Tap Only Projects on a First Come, First Served basis, based on the date UCPW receives a written request for connection.

**7.2.2** There shall be a limit of one connection (or Atap@) per parcel.

**7.2.3** The parcel for which the tap is sought must have existed on the Effective Date.

**7.2.4** The maximum amount of Capacity at the Treatment Facilities available to any individual Tap Only Project shall not exceed 2,000 GPD.

## **8.0 THIRD PRIORITY PROJECTS**

When the Current Expansion Project is complete, the Moratorium has been lifted, and Capacity at the Treatment Facilities has been reserved to satisfy First and Second Priority

Projects as set forth above, remaining Capacity at the Treatment Facilities created by the Current Expansion, if any, is hereby temporarily reserved in favor of Projects which fail to qualify as First or Second Priority Projects, but for which UCPW has, between the dates of February 7, 2005, and February 7, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal. A list of Third Priority Projects identified by UCPW is attached as Exhibit 7 and incorporated herein by reference. Capacity at the Treatment Facilities, if any, shall be made available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit Application for the Project within one (1) year from the Effective Date, UCPW's receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

**8.1** As used in Sections 8.2 through 8.6, a "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 7 or for which an owner or developer has established eligibility for Third Priority status pursuant to Section 8.5.

**8.2** Nonresidential Projects. Capacity at the Treatment Facilities is hereby temporarily reserved in favor of Nonresidential Third Priority Projects in an amount sufficient to serve all such Projects listed in Exhibit 7 or for which Third Priority status was established pursuant to Section 8.5. Notwithstanding the foregoing, if for any reason Capacity at the Treatment Facilities is insufficient to serve all Nonresidential Third Priority Projects, Capacity at the Treatment Facilities shall be allocated to such Projects on a First Come, First Served basis, based on the date UCPW receives a Flow Permit Application for the Project.

**8.3 Residential Projects.** After Capacity at the Treatment Facilities has been reserved to satisfy Nonresidential Third Priority Projects pursuant to Section 8.2, remaining Capacity at the Treatment Facilities, if any, is hereby temporarily reserved in favor of Residential Third Priority Projects. The maximum amount of Capacity at the Treatment Facilities allocated to any individual Residential Third Priority Project under this Section shall not exceed the greater of: (i) the amount of capacity needed to serve five (5) lots; or (ii) the pro-rated amount of capacity needed to serve the number of lots eligible for Capacity at the Treatment Facilities using the following formula:

$$\begin{array}{l}
 \text{[Total number of lots} \\
 \text{requested for that Project]} \quad \times \quad \text{[Total amount of Capacity at the} \\
 \text{Treatment Facilities } \textit{available} \text{ for} \\
 \text{all Residential Projects )} \\
 \text{Total amount of Capacity at the} \\
 \text{Treatment Facilities } \textit{requested} \text{ for} \\
 \text{all Residential Projects]}
 \end{array}$$

Numbers will be rounded down to the nearest whole number. For example, if (i) a Residential Third Priority Project is shown in Exhibit 7 as requesting Capacity at the Treatment Facilities for 100 lots; (ii) the total Capacity at the Treatment Facilities available for all Residential Third Priority Projects is 300,000 GPD; and (iii) the total Capacity at the Treatment Facilities requested for all Residential Third Priority Projects is 1,400,000 GPD, then the maximum number of lots eligible to receive Capacity at the Treatment Facilities using the above formula is 21 lots, shown as:  $100 \times [300,000/1,400,000] = 21$ . The number of lots eligible to receive Capacity at the Treatment Facilities under this Section will be determined

for individual Projects after all requests for Third Priority status pursuant to Section 8.5 have been resolved. Notwithstanding the foregoing, if for any reason Capacity at the Treatment Facilities is insufficient to provide all Residential Third Priority Projects with Capacity at the Treatment Facilities in the amounts described above, Capacity at the Treatment Facilities shall be allocated to Residential Third Priority Projects on a First Come, First Served basis, based on the date UCPW receives a Flow Permit Application for the Project.

- 8.4** Failure of the owner or developer of any Third Priority Project to submit a Flow Permit Application within one (1) year from the Effective Date will result in the loss of any Capacity at the Treatment Facilities reserved in favor of the Project pursuant to Sections 8.2 and 8.3.
- 8.5** The owner or developer of any Project not appearing on Exhibit 7, but for which UCPW has, between the dates of February 7, 2005, and February 7, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal, may within thirty (30) days from the Effective Date submit written documentation of the same to the UCPW Director along with a request for Third Priority status. The Director may ask for additional corroborative evidence in support of the request, and may consider such additional evidence in making his or her determination. If the Director denies the request, or fails to respond within thirty (30) days of receipt of the request, the owner or developer may seek review by the County Manager, whose decision shall be final.
- 8.6** In no event may any Third Priority Project receive any greater Capacity at the

Treatment Facilities under Sections 8.2 or 8.3 than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the Accessibility Letter or Development Submittal or for which Third Priority status was established pursuant to Section 8.5.

## **9.0 EXCESS CAPACITY**

Any Excess Capacity at 12-Mile shall be set aside for future allocation to Nonresidential Development Projects by the Board of County Commissioners. Requests for Excess Capacity shall be submitted by the Project owner or developer to UCPW using an application form prescribed by UCPW for such purpose. In determining whether to grant a request for Excess Capacity, the Board of Commissioners shall consider, among other things:

- The amount of Excess Capacity currently available;
- The amount of Excess Capacity requested;
- The total valuation of the Project's planned investment in real property, equipment, and machinery;
- The amount of property taxes the Project is expected to generate annually;
- Whether the Project will generate any new jobs, and if so, the expected salary level of those jobs;
- Whether Union County Partnership for Progress (UCPP) has recommended the Project for an economic development incentive grant;
- The impact of the Project on demand for public schools; and
- The impact of the Project on other public goods and services, such as public

utilities, and on existing infrastructure, such as roadways.

**10.0 ACCEPTANCE OF ENGINEERING PLANS**

Except as provided herein, UCPW shall not accept any new engineering plans for Projects within the service areas of the Treatment Facilities.

**9-110.1** For Projects or phases or portions thereof identified in Exhibits 1- 7 or for which the owner or developer has established Third Priority status pursuant to Section 8.5, UCPW will resume accepting new engineering plans beginning on the Effective Date.

**9-210.2** For all other Projects or phases or portions thereof in the service areas of the Treatment Facilities, UCPW will resume accepting new engineering plans when UCPW believes with reasonable certainty that a significant amount of additional wastewater treatment capacity will become available at the Treatment Facilities.

**PART II**

**ALLOCATION OF CAPACITY: 6-MILE COLLECTION SYSTEM**

**10.011.0 FIRST PRIORITY PROJECTS**

A total of 198,550 GPD of Capacity at 6-Mile is hereby reserved in favor of Projects for which the owner or developer has entered into an ongoing contract with Union County and provided valuable consideration to Union County, and under which the County has expressly agreed to provide sewer services to that particular Project as it is able to do so. These Projects are identified in Exhibit 8, attached and incorporated herein by reference.



Capacity at 6-Mile shall be available to serve these Projects contingent upon UCPW=s receipt of a Flow Permit for the Project from NCDWQ and subject to the following terms and conditions:

~~10.411.1~~ As used in Sections ~~10.211.2~~ through ~~10.5, A11.5,~~ “Project” means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 8.

~~10.211.2~~ The amount of Capacity at 6-Mile available to any individual Project may not exceed the lesser of: (i) the amount necessary to fulfill the County=s remaining obligation under the contract for that Project; or (ii) the amount stated in the Flow Permit.

~~10.311.3~~ Connection to the 6-Mile Collection System shall be subject to all terms and conditions stated in the contract.

~~10.411.4~~ In no event may any First Priority Project receive any greater Capacity at 6-Mile under Sections ~~10.211.2~~ through ~~10.5, 11.5,~~ than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the contract.

~~10.511.5~~ It is expressly noted that pursuant to Subsection 2.2.2 of the UCPW Extension Policy, UCPW=s response to a Letter of Intent (sometimes referred to as an Accessibility Letter or Availability Letter) does not represent a reservation of wastewater treatment capacity in favor of the Project. Such response, therefore, confers no contractual rights. Similarly, wastewater treatment capacity is not reserved and no contractual rights are conveyed pursuant to receipt of an Accessibility Letter or Availability Letter issued in any other context.

~~11.012.0~~ **SECOND PRIORITY PROJECTS**

**11.112.1 GOVERNMENT FACILITIES**

A total of 10,000 GPD of Capacity at 6-Mile is hereby reserved in favor of Government Facilities, subject to approval by the Board of County Commissioners. Capacity at 6-Mile shall be available to serve individual Projects contingent upon UCPW=s receipt of a Flow Permit for the Project. The amount of Capacity at 6-Mile available to any individual Project may not exceed the lesser of: (i) the amount necessary to serve the Project; or (ii) the amount stated in the Flow Permit.

**11.212.2 TAP ONLY PROJECTS**

A total of 14,250 GPD of Capacity at 6-Mile is hereby reserved in favor of Tap Only Projects. Capacity at 6-Mile shall be available to serve individual Projects contingent upon UCPW=s receipt of a written request for connection to the 6-Mile Collection System and subject to the following terms and conditions:

**11.2.112.2.1** Capacity at 6-Mile shall be available to Tap Only Projects on a First Come, First Served basis, based on the date UCPW receives a written request for connection.

**11.2.212.2.2** There shall be a limit of one connection (or A“tap@”) per parcel.

**11.2.312.2.3** The parcel for which the tap is sought must have existed on the Effective Date.

**11.2.412.2.4** The maximum amount of Capacity at 6-Mile available to any individual Tap Only Project shall not exceed 2,000 GPD.

**12.013.0 THIRD PRIORITY PROJECTS**

## **12.1.13.1 ACTIVE PROJECTS**

A total of 212,735 GPD of Capacity at 6-Mile is hereby temporarily reserved in favor of Projects for which UCPW has, between August 20, 2005 and August 20, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal.

A list of Active Projects identified by UCPW is attached as Exhibit 9 and incorporated herein by reference. Capacity at 6-Mile shall be made available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit Application for the Project within one (1) year from the Effective Date, UCPW's receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

**12.1.13.1.1** As used in this Section, a "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 9 or for which an owner or developer has established eligibility for Active status pursuant to Subsection 12.1.4.13.1.4.

**12.1.13.1.2** The amount of Capacity at 6-Mile available to serve any individual Project may not exceed the lesser of: (i) the amount identified in Exhibit 9 or the amount for which Active status was established pursuant to Subsection 12.1.4.13.1.4; or (ii) the amount stated in the Flow Permit.

**12.1.13.1.3** Failure of the owner or developer of Projects qualifying for Active status pursuant to this Section to submit a Flow Permit Application within one (1) year from the Effective Date will result in the loss of any Capacity at 6-Mile reserved in favor of the Project pursuant to this Section.

~~12.1.4~~13.1.4 The owner or developer of any Project not appearing on Exhibit 9, but for which UCPW has, between August 20, 2005 and August 20, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal, may within thirty (30) days from the Effective Date submit written documentation of the same to the UCPW Director along with a request for Active status. The Director may ask for additional corroborative evidence in support of the request, and may consider such additional evidence in making his or her determination. If the Director denies the request, or fails to respond within thirty (30) days of receipt of the request, the owner or developer may seek review by the County Manager, whose decision shall be final.

~~12.1.5~~13.1.5 In no event may any Active Project receive any greater Capacity at 6-Mile under this Section than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the contract, Accessibility Letter, or Development Submittal or for which Active status was established pursuant to Subsection ~~12.1.4.13.1.4~~.

~~12.1.6~~13.1.6 Notwithstanding any other provision of this Policy to the contrary, no Project may receive Capacity at 6-Mile, without prior approval from the Board of County Commissioners, if such receipt would require construction of a new pump station to divert wastewater from the service areas of the Treatment Facilities or elsewhere into the 6-Mile Collection System. In determining whether to approve a new pump station under this

Subsection, the Board shall consider, among other things:

- P Overall economic benefit to the County;
- P Impact of the Project on demand for public schools;
- P Impact of the Project on demand for other public goods and services, such as public utilities;
- P Impact of the Project on existing infrastructure, such as roadways;  
and
- P Benefits created by Projects providing valuable public services, such as medical clinics.

**12.213.2 PART I THIRD PRIORITY PROJECTS**

A total of not less than 1.03 million GPD of Capacity at 6-Mile is hereby reserved to receive wastewater from the Planned Diversion. Once the Planned Diversion is in operation, approximately 1.03 million GPD of the wastewater treatment capacity that becomes available at the Treatment Facilities as a result is hereby reserved in favor of those Third Priority Projects identified under Part I of this Policy, to the extent that the demand for Capacity as reflected on Exhibit 7 or for which Third Priority status was established pursuant to Section 8.5 was not satisfied under Part I. Capacity at the Treatment Facilities shall be available to serve individual Third Priority Projects under this Section contingent upon UCPW-'s receipt of a Flow Permit Application within one (1) year from completion of the Planned Diversion, UCPW-'s receipt of a Flow Permit from NCDWQ for the Project, and subject to the following terms and conditions:

~~12.2.1~~13.2.1 As used in this Section, A“Project@” or A“Third Priority Project@” has the same meaning as set forth in Section 8.1 (i.e., the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 7 or for which an owner or developer established Third Priority status pursuant to Section 8.5).

~~12.2.2~~13.2.2 Capacity at the Treatment Facilities shall be available to Projects under this Section on a First Come, First Basis, based on the date UCPW receives a Flow Permit Application for the Project.

~~12.2.3~~13.2.3 The amount of Capacity at the Treatment Facilities available to any individual Project under this Section may not exceed the lesser of: (i) the amount necessary to complete the Project as identified in Exhibit 7 or for which Third Priority status was established pursuant to Section 8.5; or (ii) the amount stated in the Flow Permit.

~~12.2.4~~13.2.4 Failure of the owner or developer of a Third Priority Project to submit a Flow Permit Application within one (1) year from completion of the Planned Diversion will result in the loss of any Capacity at the Treatment Facilities created by the Diversion and reserved in favor of the Project pursuant to this Section.

~~12.2.5~~13.2.5 In no event may any Third Priority Project receive any greater Capacity at the Treatment Facilities under this Section than an amount which, when combined with the amount of Capacity at the Treatment Facilities that the Project received pursuant to Section 8.0, constitutes the

amount necessary to serve the Project or portion(s) or phase(s) thereof described in the Accessibility Letter or Development Submittal or for which Third Priority status was established pursuant to Subsection 8.5.

#### **13.0-14.0 RESERVE CAPACITY**

After Capacity at 6-Mile is reserved to satisfy First, Second, and Third Priority Projects pursuant to Sections ~~10.0~~11.0 through ~~12.2, 13.2,~~ above, any remaining Capacity at 6-Mile (~~A~~“Reserve Capacity”) is hereby reserved and set aside for future allocation in accordance with a policy to be adopted by the Board of County Commissioners at a later date, which policy shall, upon adoption, be attached and incorporated by reference herein.

#### **15.0 EXCESS CAPACITY**

Any Excess Capacity at 6-Mile shall be set aside for future allocation to Nonresidential Development Projects by the Board of County Commissioners. Requests for Excess Capacity shall be submitted by the Project owner or developer to UCPW using an application form prescribed by UCPW for such purpose. In determining whether to grant a request for Excess Capacity, the Board shall consider, among other things, those factors set forth in Section 9.0, above.

#### **14.0-16.0 ACCEPTANCE OF ENGINEERING PLANS**

Except as provided herein, UCPW shall not accept any new engineering plans for Projects within the service area of the 6-Mile Collection System.

~~14.1~~16.1 For Projects or phases or portions thereof identified in Exhibits 8-9 or for which the owner or developer has established Third Priority status pursuant to

Subsection ~~12.1.4~~,13.1.4, UCPW will accept new engineering plans beginning on the Effective Date.

~~14.2~~ 16.2 For all other Projects or phases or portions thereof in the service area of the 6-Mile Collection System, UCPW will resume accepting new engineering plans when UCPW believes with reasonable certainty that a significant amount of additional wastewater treatment capacity will become available within the service area.

**Adopted this 17<sup>th</sup> day of September, 2007.**



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

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

**SUBJECT:** Resolution to Revise the Regular Meeting Schedule of the Board of Commissioners

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**DEPARTMENT:** Board of Commissioners

**PUBLIC HEARING:** Choose one....

**ATTACHMENT(S):**  
Draft Resolution

**INFORMATION CONTACT:**  
Chairman Allan Baucom

**TELEPHONE NUMBERS:**

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**DEPARTMENT'S RECOMMENDED ACTION:** Adopt resolution

**BACKGROUND:**

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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**OFFICE OF THE COMMISSIONERS AND MANAGER**

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

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

WHEREAS, the Union County Board of Commissioners has heretofore established the regular meeting schedule of the Board such that regular meetings are held on the first and third Monday of each month at 7:00 p.m. in the Commissioners' Boardroom; and if a regular meeting is a holiday on which county offices are closed, then the meeting would be held on Tuesday rather than Monday; and

WHEREAS, the Board desires to cancel the first regular meeting of Monday, March 3, 2008, and the second regular meeting of Monday, March 17, 2008, and to schedule two regular meetings for intervening times.

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

The Board does hereby revise its regular meeting schedule to delete from the schedule the regular meeting of Monday, March 3, 2008, and Monday, March 17, 2008, and to add new regular meetings for March to occur on Monday, March 10, 2008, and Monday, March 24, 2008, at the customary place and time. Except as herein amended, the regular meeting schedule shall remain in full force and effect.

Adopted this the 4th day of February, 2008.

ATTEST:

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Lynn G. West, Clerk to the Board

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Allan Baucom, Chairman

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

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

**SUBJECT:** Announcements of Vacancies on Boards and Committees

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**DEPARTMENT:** Board of  
Commissioners

**PUBLIC HEARING:** Choose one....

**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Lynn G. West  
Clerk to the Board

**TELEPHONE NUMBERS:**

704-283-3810

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**DEPARTMENT'S RECOMMENDED ACTION:** Announce Vacancies

**BACKGROUND:** a. Juvenile Crime Prevention Council (JCPC): 1) District Attorney or Designee; 2) Substance Abuse Professional; 3) Two Persons Under Age of 18; and 4) Juvenile Defense Attorney  
b. Farmers Market Committee (1 Member at Large)  
c. Union County Home and Community Care Block Grant Advisory Committee (2 Vacancies as of December 2007)  
d. Nursing Home Advisory Committee  
e. Board of Health (Vacancy as of January 2008 for a Licensed Optometrist)  
f. Planning Board - (Vacancies as of April 2008: 1 Member Representing Jackson Township; 1 Member Representing New Salem Township; and 1 Member Representing Sandy Ridge Township)

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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Summary of Major Terms and Conditions

Source	Vendor Name	Purpose	Payment Terms	Comprehensive Plans	Budget Amount
<b>Agenda Item - Contracts Over \$5,000 (List)</b>					
	Lyles Data Systems, Inc.	Software license, customization and support agreement for a web based tax payment module and a web based property card module.	\$ 34,278 Software license 32,888 Customization services (initial list) 6,750 Annual technical support services (renewable). \$ 73,916 Year 1 cost (Annual technical support services are renewable)	Operating Budget – 2008  Operating Budgets – Future	n/a
	Pitney Bowes Inc.	Postage meter rental agreement.	\$ 24,780 5 year agreement (monthly payments)	Operating Budget – 2008  Operating Budgets – Future	n/a
	Tele-Works, Incorporated	Interactive voice response system (IVR) product support and maintenance agreement - for utility customers' payment and bill inquiries.	\$ 10,875 1 year agreement	Operating Budget – 2008	n/a
	BAE Systems Tensylon High Performance Materials, Inc.	One North Carolina Fund performance agreement providing grant from the North Carolina Department of Commerce to BAE Systems.	\$ 40,000 Lump sum grant amount (NTE)	Operating Budget – 2008	n/a
	Museum of the Waxhaws	Agreement to define scope of expenditure of funds in connection with the museum's Outdoor Living History Area.	\$ 50,000 Lump sum amount (NTE)	Operating Budget – 2008	n/a

MEETING DATE 4/11/08



## UNION COUNTY LEGAL DEPARTMENT

4/1d  
MEETING PLACE 2-4-08

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  
RE: The One North Carolina Fund (Tensylon Agreements)  
DATE: January 29, 2008

The Board of Commissioners approved a grant application by the County to the Department of Commerce (DOC) on behalf of BAE Systems Tensylon High Performance Materials, Inc. A grant has been awarded in the amount of \$40,000. Pursuant to G.S. § 143B-437.72, DOC requires execution of two agreements for disbursement from the One North Carolina Fund: (i) a Company Performance Agreement (CPA) between the County and the grantee business; and (ii) a Local Government Grant Agreement (LGGA) between the State and the County, the latter controlling in the event of conflict with the former. As stated in a December 20 letter from DOC, Tensylon must return the CPA to DOC by February 29. Upon receipt, DOC will send both the CPA and the LGGA to Union County for execution. At that time, we will have 60 days to sign. Approval of Item 1(d) on the Consent will authorize the County Manager to approve both agreements.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 02/04/2008

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

**SUBJECT:** Agreement with TimeWarner

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**DEPARTMENT:** Register of Deeds      **PUBLIC HEARING:** No

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**ATTACHMENT(S):** Copy of agreement and conditions      **INFORMATION CONTACT:** Crystal D. Crump

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**TELEPHONE NUMBERS:**  
704-283-3794

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**DEPARTMENT'S RECOMMENDED ACTION:** County Manager to approve TimeWarner agreement with County. County Manager also to approve amended agreement with Logan Systems in consideration of payment of monthly service.

**BACKGROUND:** I have been working with Jeff on this agreement.

**FINANCIAL IMPACT:** Logan Systems has agreed to pay monthly service.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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# UNION COUNTY - CONTRACT CONTROL SHEET

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

## DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: TimeWarner Cable Business Class

Party/Vendor Contact Person: Carl Porter

Contact Phone: 704-378-2759

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

Address: 8809 Lenox Pointe Drive, Suite B

City: Charlotte

State: NC

Zip: 28273

Department: Register of Deeds

Amount: \$159.95 /per month

Purpose: BC-HSD SELECT Static 5M x 1.5M, 1 Static IP address - Contract 3yrs. no installation fee

Budget Code(s)(put comma between multiple codes): Logan Systems has agreed to pay this monthly fee for the ROD's office

Amounts expended pursuant to this Agreement will be more than \$5,000. [Check if applicable]

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

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

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

Department Head's Signature: Cynthia D. Crump Date: 1-17-2008

Approval by Board

## ATTORNEY

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

Approval by Manager (less than \$5,000)

Approval by Manager per authorization of Board

Date of Board authorization: \_\_\_\_\_

Attorney's Signature: \_\_\_\_\_

Approval by Manager subject to authorization by Board

Date: \_\_\_\_\_

Date Board authorization requested: \_\_\_\_\_

Clerk to confirm authorization given

Use Standard Template

## RISK MANAGEMENT

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

OR See Working Copy  OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: \_\_\_\_\_

Date Received: \_\_\_\_\_

## BUDGET AND FINANCE

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

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

Budget Code: \_\_\_\_\_ Vendor No.: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_

Notes: \_\_\_\_\_

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

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

Finance Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CLERK

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

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

## COUNTY MANAGER

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

County Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## TIME WARNER CABLE BUSINESS CLASS AGREEMENT

This Time Warner Cable Business Class Agreement is made by and between Time Warner Cable, Charlotte division ("TWC") and the Customer below ("Customer").

<b>Customer: Union County Register of Deeds</b>		<b>Contact: Scott Pressley</b>
Address: 500 N. Main St Suite 205		Federal Tax Id: 56-6000345
City: Monroe	State: NC	Zip: 28208
Telephone #: 704-292-2609 704-622-4667 cell	Fax #:	E-mail: spressle@co.union.nc.us

<b>TWC: Time Warner Cable Business Class</b>		<b>Contact: CARL PORTER</b>
Address: 8809 Lenox Pointe Dr. Suite B		
City: Charlotte	State: NC	Zip: 28273
Telephone #: 704-378-2759	Fax #: 704.378.2776	E-mail: CARL.PORTER@TWCABLE.COM
<b>Support: 704-943-4300 Option #2</b>		<b>Support: support@charlotte.twcbc.com</b>

**Service Package(s):**

Product/Service: (check Services procured hereunder)	Units (# of connections, teleworkers, branch offices, bandwidth and/or storage capacity, as applicable)	Unit Price
<input type="checkbox"/> Bandwidth Service	BC-HSD SELECT Static 5M x 1.5M 1 Static IP address	\$199.95
<input type="checkbox"/> TW Service	Less Govt 20%	<\$40.00>
<input type="checkbox"/> BOC Service		
	<b>Total:</b>	<b>\$159.95</b>

Storage Service

**\*\*SECURITY WAIVER: IF YOU ELECT NOT TO PURCHASE TWC'S BUSINESS CLASS MANAGED SECURITY OFFERING (VPN or Firewall Services), YOU ACKNOWLEDGE THAT THE SERVICES YOU ARE RETAINING MAY NOT BE SECURE AND YOU HEREBY WAIVE ANY CLAIMS AGAINST TWC RELATING TO THE SECURITY OF THE SERVICES HEREUNDER.**

**\*\*STORAGE AND BACKUP WAIVER: IF YOU ELECT NOT TO PURCHASE TWC'S BUSINESS CLASS MANAGED STORAGE AND BACKUP OFFERINGS, YOU ACKNOWLEDGE THAT YOUR DATA WILL NOT BE STORED OR BACKED-UP BY TWC, AND YOU HEREBY WAIVE ANY CLAIMS AGAINST TWC RELATING TO THE STORAGE OR BACK-UP OF YOUR DATA HEREUNDER.\*\***

For further description of the above listed services, please see Section 17 of the Time Warner Cable Business Class Agreement under Terms and Conditions, available at [www.carolinas.twcbc.com](http://www.carolinas.twcbc.com)

**Fees: Circle term length & corresponding installation fee: 1YR \$200.00 2YR \$100.00 3YR \$0.00**

Recurring Monthly Fee: \$159.95	Installation Fee: \$	Other Fees:
Initial Term:		

The fees set forth do not include applicable taxes and other similar charges (as described more fully in the attached Time Warner Cable Business Class Terms and Conditions) which may be part of the fee charged by TWC hereunder and which shall be the responsibility of the Customer as set forth in this Agreement. THIS TIME WARNER CABLE BUSINESS CLASS AGREEMENT SHALL AT ALL TIMES BE SUBJECT TO THE TERMS AND CONDITIONS, (AS SUCH AGREEMENT MAY BE MODIFIED FROM TIME TO TIME AS SPECIFIED THEREIN), WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS AGREEMENT FOR ALL PURPOSES. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS.

Customer: \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

# TIME WARNER CABLE BUSINESS CLASS AGREEMENT TERMS AND CONDITIONS

## 1. AGREEMENT

- A. These terms and conditions, taken together with the Time Warner Cable Business Class Agreement Cover Sheet ("Cover Sheet") shall constitute the agreement between TWC and Customer ("Agreement"). This Agreement anticipates the future issuance of Work Orders by Customer for the purpose of ordering the Service Package(s) hereunder. Upon acceptance of a Work Order by TWC, each such Work Order shall be governed by and shall be deemed incorporated into this Agreement. Acceptance of a Work Order shall be deemed to have occurred upon the acceptance of a Work Order by TWC in writing or upon the commencement of delivery of the Service Package(s) by TWC.
- B. All capitalized terms used herein and not defined when first used, are defined in Section 18 hereunder.
- C. In the event of a conflict between these Terms and Conditions, the Cover Sheet and a Work Order, the order of priority shall be as follows: (i) these Terms and Conditions, (ii) the Cover Sheet, and (iii) the Work Order.

## 2. SERVICE PACKAGE(S)

- A. Subject to the terms of this Agreement, Customer engages TWC to deliver the Service Package(s) identified on the Cover Sheet for the number of Customer Employees or branch offices (as applicable, depending on which Service Package(s) are procured) as set forth on a Work Order, provided that such Work Order is accepted by TWC as set forth in Section 1.A above. The Parties, by mutual written agreement, may add additional services to the Service Package(s) from time-to-time by setting forth such services and the related payment terms and other terms and conditions (if different from those set forth herein) in a written addendum to this Agreement. Customer agrees not to resell or make any use of the Service other than for Customer's internal business purposes.
- B. TWC (or a TWC Affiliate) will use commercially reasonable efforts to (i) complete any Equipment installation work as necessary to activate the Service Package(s) ("Activation") activated under this Agreement, in accordance with the relevant Work Order and (ii) upon Activation, provide the Time Warner Cable Business Class Services included in the Service Package(s) to Customer 7 days a week, 24 hours a day excluding scheduled maintenance and required repairs. Notwithstanding anything herein to the contrary, **TWC shall have no liability for its delay in the Activation of a Service Package(s) if such delay is the result of (i) events or circumstances beyond TWC's reasonable control; (ii) Customer's (or Customer Employee's or Customer's branch office's) failure to deliver any required materials or information to TWC, including those set forth as project assumptions in a Work Order, if any; or (iii) TWC not being able to access space, equipment or software, at Customer's location, Customer's Employee's location or Customer's branch office, necessary for Activation; or (iv) plant construction cost is involved and the cost is not approved by the customer and Time Warner collectively.** Customer shall pay TWC its standard fees for any subsequent trips necessary due to such equipment or software unavailability as described in this Section 2.B (ii).
- C. TWC shall have the right at any time to change or discontinue any aspect or feature of the Time Warner Cable Business Class Service and the Service Package(s), including but not limited to Time Warner Cable Business Class Content, hours of availability, Equipment and System Requirements. TWC shall have the right to add to, modify or delete any provision of this Agreement, and/or any other Terms of Use at any time. TWC will notify Customer thirty (30) days prior to any material adverse change by e-mail or postal mail. Customer agrees that any one of the foregoing methods of notice will constitute sufficient notice of such changes. Customer's continued use of the Service Package(s) following any notice of a change will constitute Customer's acceptance of such change. If

Customer does not agree to any change, Customer immediately shall stop using the Service Package(s) and notify TWC that it is terminating the subscription to the Service Package(s).

- D. This Agreement shall be in effect commencing on the date signed by both parties on the Cover Sheet (the "Effective Date"), and shall continue for an initial term of the length set forth on the Cover Sheet commencing on the date of Activation of the Service Package(s) (the "Initial Term"), unless earlier terminated in accordance with this Agreement. As of the date the Cover Sheet is signed by Customer, Customer is deemed to have ordered the Services and approved of TWC's initiation of the installation and construction process. Customer's termination rights thereafter shall be as set forth in this Section 2.D below. The Agreement shall be renewable for successive one (1) year terms or such other length of term as the parties may mutually agree upon ("Renewal Terms") unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. TWC may terminate this Agreement, (or a portion of the Service Package(s) hereunder) in the event that TWC is unable to fulfill any obligation under this Agreement due to Customer's (or a Customer Employee's or Customer's branch office's) failure, or the failure of any owner or landlord controlling access or rights in or to the property in question, to allow TWC access to space, equipment or software at any time during the Term of this Agreement (referred to herein as an "Access Restriction"). Additionally, either TWC or Customer may terminate this Agreement upon thirty (30) days notice of the other party's material breach, provided that such material breach is not cured within such thirty (30) day notice period. Upon the termination or expiration of this Agreement (or a portion of the Service Package(s) hereunder), TWC's obligations (t) hereunder shall cease, and Customer shall promptly pay all amounts due and owing to TWC including, but not limited to, all amounts for work performed or services delivered by TWC prior to the date of termination. In addition, notwithstanding anything to the contrary herein, upon early termination of this Agreement (or a portion of the Service Package(s) hereunder) by Customer, or by TWC for Customer's breach, or by TWC in the event of an Access Restriction, Customer shall promptly pay TWC, in TWC's discretion, a termination fee equal to the sum of (i) all costs and expenses of construction and installation incurred by or on behalf of TWC in connection with the terminated services, to the extent not already reimbursed to TWC by Customer in the form of an Installation Fee, and (ii) if TWC elects to charge a termination fee, a flat fee of the amount calculated in accordance with the following schedule of termination fees, multiplied by the number of years (or any portion thereof) remaining in the then-current Term as of the date of termination:

Monthly Service Charges	Termination Fee
\$199.99 or less	\$ 1000.00
\$200.00 to \$499.99	\$ 2500.00
\$500.00 to \$999.999	\$ 4000.00
\$1000.00 or greater	\$ 6000.00

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

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

**SUBJECT:** Government Center Phase VI Renovations - Bid Award Recommendation

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**DEPARTMENT:** General Services

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Bid Tabulation

**INFORMATION CONTACT:**  
Barry Wyatt

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**TELEPHONE NUMBERS:**  
704-283-3868

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**DEPARTMENT'S RECOMMENDED ACTION:**

1. Accept Bids.
2. Award bid to the lowest responsive, responsible bidder, Godfrey Construction Company, Inc. in the amount of \$2,000,500.00 (\$1,966,800.00 base bid plus \$33,700.00 Alternate #1).
3. Authorize the Interim County Manager to approve contract documents.

**BACKGROUND:** Phase VI covers the renovation and addition to the former Public Works building to accommodate the Union County Public School's Administration that currently occupies floors six and seven of the Government Center.

**FINANCIAL IMPACT:** The Board approved funding for this and future renovation phases in the 2006 CIP whose funding was authorized in the FY07 adopted budget.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 4 February 2008

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

**SUBJECT:** Homeland Security - FY07 Homeland Security Grant for Training and Exercise

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**DEPARTMENT:** Emergency Management

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
2007 DHS Training and Exercise  
Funding Guidance

**INFORMATION CONTACT:**  
Jeremy Jernigan

**TELEPHONE NUMBERS:**  
Office 704-283-3753  
Mobile 704-361-5870

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize Interim County Manager to submit grant application.

**BACKGROUND:** Request permission to submit a proposal to North Carolina Emergency Management for use of FY07 HLS training and exercise grant funding. The award is contingent on the state's approval of the proposal. The grant does not require matching funds from the county.

**FINANCIAL IMPACT:** The grant does not require matching funds from the county.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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North Carolina Department of Crime Control and Public Safety  
Division of Emergency Management

Michael F. Easley, Governor  
Bryan E. Beatty, Secretary

H. Douglas Hoell, Jr., Director

**MEMORANDUM**

Date: December 19th, 2007  
To: Branch Managers, North Carolina Division of Emergency Management (NCEM)  
Thru: Mike Sprayberry, Deputy Director, NCEM  
From: Steve Sloan, Assistant Director for Logistics, NCEM  
Subject: FY-07 HLS Grant for Training and Exercise

This memorandum will outline the procedures for receiving and utilizing the 2007 Homeland Security Training & Exercise grant as allocated by the State Emergency Response Commission on October 19, 2007. The grant covers the period January 2008 – September 1, 2010. We request that the NCEM Branch Managers further distribute this to their area coordinators, county managers, and county emergency management coordinators.

We will distribute training funding prior to January 15, 2008 utilizing a grant award letter to the county manager, who will have the option of receiving the grant or signing the grant back to the NCEM Training & Exercise Branch to conduct training for the county. Counties will have suspense of March 1, 2008 to submit their training proposals in accordance with Attachment A, NCEM Training Guideline for FY07 Grant.

**Vocational Training Exercise Program (VTEP)** - \$7,594.05 per county – You must use this money to host train-the-trainer classes that will build instructor cadre throughout the State. Allowable classes include all emergency management certification classes. Allowable costs include contract instructor/instructors, room rental, student materials, back fill costs, and expendable materials for class.

**National Incident Management System (NIMS)** - \$8,490.20 per county– You must use this money to become NIMS compliant by hosting NIMS courses (IS700, IS 701, IS702, IS703,

MAILING ADDRESS:  
4713 Mail Service Center  
Raleigh, NC 27699-4713  
Telephone: 919-733-3867



[www.NCCrimeControl.org](http://www.NCCrimeControl.org)  
An Equal Opportunity/Affirmative Action Employer

LOCATION:  
116 W. Jones Street  
Raleigh, NC 27603-1135  
Fax: 919-733-5406

December 19th, 2007

Subject: FY-07 HLS Grant for Training and Exercise

IS706, IS800, IS860, ICS 100 – 400, any position specific ICS classes, and Incident Management Team training). Other classes allowable are EOC Management & Operations, Exercise Design and Evaluation, Emergency Planning, Basic PIO, Mass Care and Sheltering, Mass Fatalities, Damage Assessment, Warning Coordination and Communication, Terrorism Awareness, Homeland Security Planning for Local Governments, Evacuation and Re-entry Planning, and Donations Management Workshop. Allowable costs include contract instructor/instructors, room rental, student materials, back fill costs, expendable materials for class.

**Exercise Funding** - \$816,000 for State - We will distribute exercise funding based on a request for proposal from the counties. Counties will have suspense of March 1, 2008 to submit their exercise proposals in accordance with Attachment B, NCEM Exercise Guidelines for FY07 Grant. All exercise proposals must support the NC State Homeland Security Strategy and be regional and/or multi-agency.

This year we are using the NCEM website under the Training & Exercise tab to gather proposals for training and exercises. We hope that this simplified process will assist the counties in their efforts to identify their requirements and receive funding in a timely manner.

The NCEM point of contact for this initiative is Mrs. Dianne Benton, State Training Officer, at (919) 733-3426 or [Dbenton@ncem.org](mailto:Dbenton@ncem.org)

## ATTACHMENT - A

### NCEM Training Guideline for FY07 Grant

- ✓ Grant period covered is January 2008 to September 1, 2010
- ✓ VTEP monies - **\$7,594.05** per local jurisdiction – monies to be used to host train the trainer classes that will build instructor cadre throughout the State. Allowable classes included all certification classes. Allowable costs include contract instructor/instructors, room rental, student materials, back fill costs, expendable materials for class.
- ✓ NIMS compliancy monies - **\$8,490.20** – monies to be used to host NIMS training (IS700, IS 701, IS702, IS703, IS706, IS800, IS860, ICS 100 – 400, any position specific ICS classes, and Incident Management Team training). Other classes allowable are EOC Management & Operations, Exercise Design and Evaluation, Emergency Planning, Basic PIO, Mass Care and Sheltering, Mass Fatalities, Damage Assessment, Warning Coordination and Communication, Terrorism Awareness, Homeland Security Planning for Local Governments, Evacuation and Re-entry Planning, and Donations Management Workshop. Allowable costs include contract instructor/instructors, room rental, student materials, back fill costs, expendable materials for class.
- ✓ Training monies will be granted through a Request for Proposal.
- ✓ Training proposals must be within DHS Office of Grants and Training FY07 guidelines
- ✓ Training must be regional and/or multi-agency.
- ✓ A "Lead County" for reimbursement must be established in the training proposal.
- ✓ Award letter will be sent to local jurisdictions by **January 11, 2008**.
- ✓ Training proposals to be submitted to NCEM T & E by **March 1, 2008**.
- ✓ All training held by a local jurisdiction must be entered into Webforms as required by the Department of Homeland Security Office of Grants and Training. Webform information will be available with Memorandum of Understanding between NCEM and local jurisdiction.
- ✓ If a jurisdiction does not want to participate in the Request for Proposal, they can assign grant monies back to the State for management.
- ✓ These returned grant monies would be used by the State Training Office to offer certification and NIMS trainings (all courses listed in approved courses above) across the State.
- ✓ Training proposals and available funding will be evaluated mid grant period.
- ✓ The Training proposal format is available on the Division website.



## ATTACHMENT - B

### NCEM Exercise Guidelines for FY07 Grant

- ✓ Grant period covered is January 2008 to September 1, 2010.
- ✓ All exercise proposals must support the NC State Homeland Security Strategy.
- ✓ Exercises must be regional and/or multi-agency.
- ✓ A maximum of two (2) exercises per grant period, per multi-jurisdiction or region may be awarded as funds are available.
- ✓ Exercises to be funded must meet the NC State Homeland Security Strategy and will be reviewed by T&E staff for approval.
- ✓ Exercises that support the NC State Homeland Security Strategy will be funded up to a maximum of \$100,000 as funds are available. Exercises can be a single event, i.e., full scale exercise; or an exercise series, i.e., seminar, tabletop, full scale.
- ✓ Designate a "Lead County" for reimbursement in the exercise proposal.
- ✓ Exercise proposals and available funding will be evaluated mid-grant period and additional awards may be made at that time to proposals that support the NC State Homeland Security Strategy.
- ✓ The exercise proposal format is available on the Division website under the T&E Tab, "Adding Exercises to Calendar", "download Excel form". Save the application to your hard drive or other secure device before completing form.
- ✓ Exercise proposals are to be submitted by March 1, 2008.

### Completing Exercise Application

1. The exercise proposal format is available on the Division website under the T&E Tab, "Adding Exercises to Calendar", "download Excel form".
2. Complete exercise specific information with name, location, sponsoring agency, and military installation (if applicable) by typing information into appropriate boxes.
3. Scenario, Type, Focus, Scope, and Classification sections, provide applicable information by clicking cursor in appropriate box and choosing all applicable information from drop down menus.
4. Exercise Sponsor POC Information: type complete information into each box as requested, including participating agencies and organizations.
5. Schedule: identify each milestone date and list them in the appropriate boxes as requested. Provide a brief narrative of the exercise in the box provided for "Brief Exercise Overview." Describe how this exercise prepares the county/region/jurisdiction to meet State strategic goals as outlined in the State Homeland Security Strategic Plan.
6. Estimated Costs: Provide a detailed description of items, i.e. travel, supplies, exercise development support, meetings, etc... with estimated costs. This information is critical in the approval process for ensuring expenses meet grant guidelines.
7. Save application to hard drive or other secure device prior to closing the document.
8. E-mail or fax Exercise Proposal no later than March 1, 2008 to Carolyn Freitag at [cfreitag@ncem.org](mailto:cfreitag@ncem.org) or 919-733-6327.
9. Questions for completing the application or the process can be directed to Carolyn Freitag at [cfreitag@ncem.org](mailto:cfreitag@ncem.org), (919-715-9213) or Eric Leath, at [eleath@ncem.org](mailto:eleath@ncem.org), (919-715-9268).

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: January 22, 2008

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

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**SUBJECT:** REDUCTION OF HOURS IN PART-TIME HEALTH EDUCATOR

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**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Phillip Tarte

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**TELEPHONE NUMBERS:**

704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the reduction of hours in a part-time Health Educator from 20 hours per week to 15 hours per week.

**BACKGROUND:** The Health Educator who oversees the Susan G. Komen grant program wishes to reduce her hours from 20 hours per week to 15 hours per week. This reduction in hours should bear no impact on the program she oversees, and the county will no longer have to pay regular part-time benefits.

**FINANCIAL IMPACT:** There is no financial impact to the County.

Decrease the following expenditure lines:

10551150-5121-1353   -\$4,995  
10551150-5132-1353   -\$ 117  
10551150-5134-1353   -\$ 250  
10551150-5181-1353   -\$ 382  
10551150-5182-1353   -\$ 244

\$5,988

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

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**County of Union  
Changes to  
Position Classification  
Position Counts**

**AGENDA ITEM**

# 4/6

MEETING DATE 2-4-08

Does this request result in amendments to the County's Position Classification Plan?

<input checked="" type="checkbox"/>	Yes – complete Part A
<input type="checkbox"/>	No

Does this request modify the agency's regular full-time or regular part-time position counts contained in the approved budget?

<input type="checkbox"/>	Yes – complete Part B
<input checked="" type="checkbox"/>	No

**A. Position Classification Plan**

Job Description	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Change	<input type="checkbox"/> Deletion
Job Title	Emergency Management Assistant		
Pay Grade	58		
General Statement of Job	Paraprofessional work involving a variety of administrative functions in assisting in carrying out the department's activities. Reports to the Emergency Planner I.		
Organizational Assignment	Homeland Security-Administrative Division		
Justification	Duties and responsibilities have been restructured to an administrative role.		

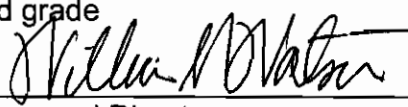
**B. Budgeted Position Counts**

Position Counts	Regular full time	Regular part-time
Current authorized	<u>4.00</u>	<u>0.00</u>
This modification	<u>0.00</u>	<u>0.00</u>
Amended authorization	<u>4.00</u>	<u>0.00</u>

Current fiscal year financial impact	0
Annualized fiscal impact	0

Source of Funds	Current Hazmat/Grant Coordinator position being reclassified to an Emergency Management Assistant.
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**Certifications:**

Position classification has been properly allocated to the appropriate classification and grade   Personnel Director	Position classification is necessary for the efficient and effective administration of the agency  _____ Agency Director
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Sources and uses of funds are accurate and available  _____ Finance Director
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Please route this form as follows:

Personnel  Finance  County Manager  Personnel

**Once all signatures are obtained on this form, please return to Personnel.**

## **UNION COUNTY JOB DESCRIPTION**

### **EMERGENCY MANAGEMENT ASSISTANT HOMELAND SECURITY**

#### **GENERAL STATEMENT OF JOB**

Paraprofessional work involving a variety of administrative functions in assisting in carrying out the department's activities. Employee must exercise sound judgment and initiative in completing assignments. Employee must also exercise considerable tact and courtesy in frequent contact with government officials, department directors, employees and the general public in explaining policies and procedures. Reports to the Emergency Planner I.

#### **SPECIFIC DUTIES AND RESPONSIBILITIES**

##### **ESSENTIAL JOB FUNCTIONS**

Organizes and maintains filing system.

Type and proofread a variety of reports, letters, memos, and documents.

Maintain and update the Emergency Notification Directory (END).

Setup, maintain, and update the various departments' databases such as resources, special needs, WebEOC, ect.

Organize and oversee the collection of hazardous material information as guided by SARA Title III. Maintain record of hazardous material facilities in the county.

Schedules appointments and meetings.

Maintains calendar of events.

Prepares material for meetings and exercises.

Gather quotes for equipment, supplies, ect.

Assist in management training grants, complete progress, quarterly reports and other equipment.

Maintain Local Emergency Planning Committee (LEPC) documentation.

Operates office machinery, i.e. fax machine, copier, postage machine, office computer.

Receives, screens and distributes all office mail.

Maintains adequate inventory of office supplies and forms.

Performs other related work as necessary.

##### **ADDITIONAL JOB FUNCTIONS**

Assist county emergency response agencies as needed.

Assist in response when necessary to county emergency incidents.

Answer two-way radio and satellite communications as necessary.

Attends seminars, conferences, workshops, classes and lectures, etc. as appropriate to enhance and maintain knowledge of current trends and development in the field of emergency response to including hazardous materials response, etc.

## **EMERGENCY MANAGEMENT ASSISTANT**

Must be available for and schedule public education programs to be conducted during the evening hours.

Possess and maintain a valid North Carolina driver's license.

### **MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school supplemented by course work in Secretarial Science or related business field, and one year of administrative support work in a governmental setting; or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of automated office machines including computers, typewriters, calculators, copiers, facsimile machines, radios, telephones, postage machines, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 20 pounds of force occasionally, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural or compositional characteristics (whether similar to or divergent from obvious standards) of data, people or things.

**Interpersonal Communications:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving instructions, assignments or directions to subordinates or assistants.

**Language Ability:** Requires the ability to read correspondence, reports, budgets, records, request for proposals, forms, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

**Intelligence:** Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and to deal with several abstract and concrete variables.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including insurance, and governmental terminology.

**Numerical Aptitude:** Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment.

**Manual Dexterity:** Requires the ability to handle a variety of items, office equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** Requires the ability to differentiate between colors and shades of color.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress when confronted with persons acting under stress.

**Physical Communication:** Requires the ability to talk and/or hear: (talking – expressing or exchanging ideas by means of spoken words. Hearing, perceiving nature of sounds by ear). Must be able to communicate via a telephone.



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 4, 2008

Action Agenda Item No. 4/7a  
(Central Admin. use only)

**SUBJECT:** Interlocal Agreement for Access to and Service of Radio System

**DEPARTMENT:** Communications

**PUBLIC HEARING:** No

**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Gary J. Thomas  
Pat Beekman

**TELEPHONE NUMBERS:**

704-283-3550  
704-292-2670

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**DEPARTMENT'S RECOMMENDED ACTION:** Ratify Resolution Approving Interlocal Agreement and authorize Interim County Manager to make minor modifications, if necessary, pending final approval by the City of Charlotte

**BACKGROUND:** On October 1, 2007, the Board of County Commissioners authorized funding for 100% of the infrastructure for a new 800 MHz radio system. In order to proceed, a Interlocal Agreement is required between Union County and the City of Charlotte to address operation, management, funding and future development of the Radio System.

**FINANCIAL IMPACT:** During warranty period (period of 12 months from the date of acceptance): \$234,887.00; After Warranty (after the 12 months from the date of acceptance): \$497,902.00. Pursuant to BOCC direction, all of these estimated costs are to be born by Union County.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

**Manager Recommendation:** \_\_\_\_\_

## RESOLUTION TO RATIFY INTERLOCAL AGREEMENT

WHEREAS, pursuant to G.S. § 160A-461, local governments may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, Union County, the City of Charlotte, and Mecklenburg County desire to enter into an interlocal agreement to address operation, funding, and future development of an emergency radio system, and to consolidate operation and management of the radio system under the City; and

WHEREAS, such contracts must be “ratified by resolution of the governing board of each unit spread upon its minutes.”

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS that the attached agreement with City of Charlotte/Mecklenburg County is hereby approved and ratified.

## INTERLOCAL AGREEMENT FOR ACCESS TO AND SERVICE OF RADIO SYSTEM

**THIS INTERLOCAL AGREEMENT FOR ACCESS to and SERVICE OF RADIO SYSTEM** (the "Agreement") is entered into on \_\_\_\_\_, 2008 and made effective as of \_\_\_\_\_, 2008 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the "City"), Mecklenburg County, a political subdivision of the State of North Carolina and UNION COUNTY, a political subdivision of the State of North Carolina, ("Union County").

### WITNESSETH:

**WHEREAS**, the City of Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations;

**WHEREAS**, the City of Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region;

**WHEREAS**, the City of Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants;

**WHEREAS**, the Radio System supports public safety needs and provides service to various City and County departments and other local government entities in the region;

**WHEREAS**, Union County and the City/Mecklenburg County recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies;

**WHEREAS**, Union County and the City/Mecklenburg County have made the enhancement of homeland security an increased priority, and both entities are committed to securing grant funds for the radio system and to assisting each other in the recruitment of regional users for the system;

**WHEREAS**, Union County and the City/Mecklenburg County now desire to enter into an interlocal agreement to address operation, funding, and future development of the Radio System, and to consolidate operation and management of the Radio System under the City;

**WHEREAS**, North Carolina General Statutes 153A-445(a)(1) and 160A-460 *et. seq.* authorize the City/Mecklenburg County and Union County to enter into an interlocal agreement regarding consolidation of the Radio System;

**NOW THEREFORE**, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

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

Exhibit A:	FCC Licenses
Exhibit B:	Service Level Agreement (SLA)
Exhibit C:	City of Charlotte Fee Study, Fee Model V1.0

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

2. **Definitions.**

- 2.1. **“Agency”** means an organization or division of an organization that operates within Union County and utilizes the Radio System.
- 2.2. **“Baseline Number”** means the number of UHF/VHF radio units used by Union County and its Agencies at the time of the Effective Date.
- 2.3. **“CPI Increase”** means the percentage increase in the Consumer Price Index for all Urban Consumers (“CPI”) during the twelve-month period preceding the date at which the CPI increase is to be used for purposes of this Agreement. If the CPI ceases to exist, then, for purposes of this definition, the parties agree to use whatever new or old index is substantially equivalent to the CPI.
- 2.4. **“Effective Date”** means the date when ratified by Resolution by each governing unit adopting this Agreement.
- 2.5. **“FCC Licenses”** means the authorizations issued by the Federal Communications Commission (“FCC”) pursuant to which the Radio System is operated.
- 2.6. **“Operator”** means either the City or Mecklenburg County, whichever is then responsible for the operation, maintenance, licensing and upgrade of the Radio System. The City is the current Operator. If Mecklenburg County becomes the Operator, they will continue to fulfill the terms of this Agreement.
- 2.7. **“Radio Communication Council”** means the council of Union County Agencies that use the Radio System, as described more specifically in Section 3.9 of this Agreement, within Union County.
- 2.8. **“Radio System”** means: (a) the 800 MHz trunked radio system currently operated by the City (consisting of eight primary Simulcast tower sites and related operations), (b) the Union County Radio Subsystem, (c) all hardware and software encompassed in the forgoing; (d) all updates and enhancements to the forgoing; and (e) the FCC Licenses. The Radio System does not include mobile and portable radio units.
- 2.9. **“Union County Radio Subsystem”** means the 7-site (or 8-site, depending on final configuration) ASTRO 4.1 digital, 800 MHz, 10-channel, trunked, Simulcast System located in Union County, all hardware and software encompassed in the forgoing, and all updates and enhancements to the forgoing, which subsystem will interface to Charlotte’s SmartZone system and comprise an expansion of the Radio System into Union County. The Union County Radio Subsystem will be owned by Union County at all times during and subsequent to the term of this Agreement.
- 2.10. **“User”** means Union County and any agencies within Union County that use the Radio System.
- 2.11. **“Service Level Agreement” or “SLA”** means the agreement setting forth the detailed obligations of the City and Union County and attached as Exhibit B to this Agreement.

3. **Responsibilities of the Parties.**

- 3.1. Throughout the term of Agreement, the Operator will provide Union County the use of radio frequencies licensed to Operator pursuant to the FCC Licenses attached as Exhibit A. It is understood and agreed by the parties that the FCC Licenses indicated in Exhibit A are subject to amendment as the Union County Radio Subsystem is built out, and that the Operator will obtain FCC amendment of the FCC Licenses to list all new locations. The Operator shall remain responsible for ensuring that the frequencies are properly used. The

- Operator shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses the result of which would be to inhibit or prevent operation of the Radio System or otherwise frustrate the intent of this Agreement.
- 3.2. The Operator will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the Radio System. These functions are set forth in Exhibit B, the SLA.
  - 3.3. **Union County Radio Subsystem Operating Costs.** Union County shall pay to Operator all actual costs associated with the operation and management of the Union County Radio Subsystem (the "Operating Costs"), provided that the types of costs for which Union County is responsible shall be limited to the line items enumerated in Budget/Source 31046 (Radio) for which costs are shown for Union County in Exhibit C. (By way of illustration, costs are shown in 31046 for Union County for line item 111, Telecommunications, but costs are not shown for line item 113, Postage.)
  - 3.4. Notwithstanding the above, the Operator shall not increase the amount of the Operating Cost for a given year by more than the greater of five percent (5%) or the percentage CPI Increase during the preceding twelve-month period (such greater number being referred to as the "Allowed Percentage Fee Increase"), except to the extent that such increase became necessary as a result of a percentage price increase during the preceding twelve-month period of more than the Allowed Percentage Fee Increase for goods or services purchased from a third party and required for operation of the Union County Radio Subsystem, provided that such price increase is not due to delay or negligence on the part of the Operator or was not reasonably avoidable by the Operator.
  - 3.5. **Payment of Operating Cost.** The Operator will bill Union County directly for the Operating Cost. Union County shall pay the Operating Cost to the Operator monthly in advance, on or before the first day of the month preceding that for which the payment applies. In the event that Union County fails to pay the Operating Cost within sixty (60) days after receiving written notice from the Operator that such charges are overdue, the Operator may cut off access to the Radio System until such time as the Operating Cost is paid.
  - 3.6. **Strategic Plan.** The Operator and Union County will be jointly responsible for the development and annual review of a strategic plan for upgrading and modernizing the Radio System (the "Strategic Plan"). The Strategic Plan will describe all plans for upgrading and adding to the Radio System over a ten-year period, and will address mobile data and any other new technologies that may offer improvements in the functionality or reliability of the Radio System. The annual review of the Strategic Plan will assess progress made during the preceding year and any new developments that may impact the Strategic Plan. Every two years the Operator and Union County will jointly update the Strategic Plan to evaluate the impact to the Radio System, incorporate new developments, modify project plans and identify funding requirements. The Strategic Plan and all changes to it will be reviewed and approved by the Business Support Services Key Business Executive and by the Union County Homeland Security Director, provided that Union County shall not have the right to veto any item in the Strategic Plan that does not: (a) materially increase a User's Operating Costs as defined in Section 3.3, or (b) require a User to make a significant investment in new equipment; or (c) have a material negative impact on a User's ability to use the Radio System, including creating problems involving capacity or interoperability. Union County shall be deemed to have approved the Strategic Plan unless within sixty days after Union County's receipt of the Strategic Plan, Union County gives the Operator specific written notice of each objection thereto. However, neither the Homeland Security Director nor the Business Support Services Key Business Executive shall have the authority to commit the City or Union County to spend any funds on the Radio System. All budgetary and funding

commitments on the part of the City must be approved by City Council, and all budgetary and funding commitments on the part of Union County must be approved by the Board of Commissioners.

- 3.7. **Radio Communications Council.** The parties recognize that the Radio System serves numerous Agencies within the County. The parties further recognize that these Agencies have a legitimate interest in the operation, maintenance, and management of the Radio System. Therefore, Union County agrees to establish a Radio Communication Council (RCC) and to define the advisory role of the Agencies regarding the operation, maintenance, and management of the Radio System.
- 3.8. **Adding Additional Radios.** Union County shall be entitled to use the Baseline Number of radios on the Radio System. In addition to the Baseline Number, Union County shall be entitled (i) to add additional public safety radios to the Radio System by notifying the Operator, and (ii) to add non-public safety radios to the Radio System by notifying the Operator, provided that adding such non-public safety radios will not negatively impact the performance of the Radio System.
- 3.9. **Priorities and Restriction of Access.** While consideration will be given to any reasonable request for use of the Radio System, the Operator will make access decisions regarding the addition of non-public safety radios with the goal of ensuring that Agencies already utilizing the Radio System will not be negatively impacted by the addition of a new Agency or additional radios. It is also understood that Public Safety Agency access and utilization of the Radio System is first priority and that the access of other Agencies, whether currently on the Radio System or requesting service in the future, may be restricted to avoid negatively impacting the use of the Radio System by Public Service Agencies. However, the Operator will seek to avoid restricting Agency access by reducing or terminating non-essential features such as private call and telephone interconnect, with public safety receiving first priority.
- 3.10. **Emergency Access By Agencies Outside The Radio System.** The Operator is authorized to provide temporary emergency radio access to public safety agencies that are not on the Radio System.
- 3.11. **Radio System Identification Access Code and System Key.** It is contemplated that Union County will have its individual radio units programmed either by the Operator or by an authorized representative of the Operator. Union County will not have access to the Radio System identification access code nor to the system key, except pursuant to an amendment to this Agreement whereby the parties address restrictions on access to such information and remedies in the event of default by Union County.

#### 4. Term and Termination.

- 4.1. Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement. For a period of seven (7) years from the Effective Date of the Agreement, the Agreement may only be terminated (i) by mutual consent of the parties, (ii) by Force Majeure under the terms and conditions contained in this Agreement, or (iii) by Union County pursuant to Section 4.3. Effective upon expiration of the first seven (7) years of this Agreement, this Agreement may be terminated by either party under the terms and conditions of the Agreement. Notwithstanding the foregoing, the parties to this Agreement shall meet during the seventh (7<sup>th</sup>) year following the Effective Date and thereafter every five years to review this Agreement. Upon termination of the Agreement, the FCC Licenses and the Radio System, exclusive of the Union County Radio Subsystem, shall remain the property of the Operator. The Union County Radio Subsystem shall remain the property of Union County.

4.2. This Agreement may be terminated as follows:

4.2.1. Mutual Consent. The parties may terminate this Agreement upon mutual consent under such terms as may be agreed to by the parties. The parties shall take into consideration the effect of termination on the other users.

4.2.2. Termination by Either Party. After having taken into consideration the effect of termination on the other users, either party may unilaterally terminate the Agreement upon twenty-four (24) months notice in writing to the other party, but the earliest effective date of termination may be no earlier than the seven (7) years after the Effective Date.

4.3 **Termination by Union County.** Union County agrees to use its best efforts (i) to secure the real property necessary for construction or lease of the seven (7) towers on which the Union County Radio Subsystem will be installed, (ii) to seek required approvals from all governmental entities having jurisdiction, (iii) to construct the necessary towers, (iv) to procure radio equipment for the Union County Radio Subsystem compatible with operation of the Radio System, and (v) to secure financing for this project. However, the parties understand and agree that Union County is subject to contingencies beyond its control, e.g. securing necessary zoning approvals for towers from municipal jurisdictions. Therefore, notwithstanding any other provision of this Agreement to the contrary, Union County may terminate this Agreement without cause at any time prior to July 1, 2008, upon provision of ten (10) days written notice to the Operator.

5. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

5.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For the City

\_\_\_\_\_

City of Charlotte  
600 East Fourth Street  
Charlotte, NC 28202  
Phone:  
Fax:  
E-Mail -@ci.charlotte.nc.us

Name:

Company:  
Address:

For Union County:

Phone:

For Mecklenburg County

With Copy To

City Attorney's Office  
600 East Fourth Street  
Charlotte, NC 28202

Name:

5.2. All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

6. **Miscellaneous.**

- 6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the foregoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

If either party is prevented or delayed in the performance of its obligations hereunder by a Force Majeure Event, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the Force Majeure Event causing the delay or failure and discussing the likely duration of the Force Majeure Event and any known prospects for overcoming or ameliorating it. The Operator agrees to take all necessary measures to overcome or ameliorate the Force Majeure Event affecting the Radio System, exclusive of the Union County Radio Subsystem, and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Union County agrees to take all necessary measures to overcome or ameliorate the Force Majeure Event affecting the Union County Radio Subsystem and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Notwithstanding the foregoing duty of the Operator and Union County to resume performance of this Agreement, (i) if the Force Majeure Event has rendered the Radio System inoperable and there are no funds available to the Operator to make it operable, the Operator may elect to cease operating the Radio System and terminate this Agreement with ninety (90) days written notice to Union County; and (ii) if the Force Majeure Event has rendered the Union County Radio Subsystem inoperable and there are no funds available to Union County to make it operable, Union County may elect to terminate this Agreement with ninety (90) days written notice to the Operator.

- 6.6. *RIGHT TO AUDIT.* Either party shall have the right to audit at its own expense any of the other party's records associated with the Radio System, including financial records,



maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection on reasonable notice during regular business hours.

- 6.7. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.8. **NO PUBLICITY.** No advertising, sales promotion or other materials of Union County or its agents or representations may identify or reference this Agreement or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that Union County may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 6.9. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 6.10. **SURVIVAL OF PROVISIONS.** Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
- 6.11. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** In performing the services pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 6.12. **TITLES OF SECTIONS.** The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.
- 6.13. **CONSTRUCTION OF TERMS.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.
- 6.14. **INDEMNIFICATION.** To the extent permitted by applicable law, each party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other parties, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Indemnifying Party, its officers, employees, subcontractors or agents. The Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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

ATTESTED:

**UNION COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTESTED:

**CITY OF CHARLOTTE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTESTED:

**MECKLENBURG COUNTY**

BY:

BY'

NAME:

TITLE: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Director of Finance  
City of Charlotte**

\_\_\_\_\_  
**Director of Finance  
Union County**

**Federal Communications Commission  
Public Safety and Homeland Security Bureau**

**Radio Station Authorization (Reference Copy)**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: MECKLENBURG, COUNTY OF

ATTN GORDON S. WALKER  
MECKLENBURG, COUNTY OF  
527 Spratt St.  
CHARLOTTE, NC 28206

<b>FCC Registration Number (FRN):</b> 0005474135	
<b>Call Sign:</b> WPLV635	<b>File Number:</b> 0001911848
<b>Radio Service:</b> YF - Public Safety Ntl Plan, 821-824/866-869 MHz, Trunked	
<b>Regulatory Status:</b> PMRS	
<b>Frequency Coordination Number:</b>	

<b>Grant Date</b> 05/10/2002	<b>Effective Date</b> 10/26/2004	<b>Expiration Date</b> 05/10/2012	<b>Print Date</b> 12/04/2007
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**STATION TECHNICAL SPECIFICATIONS**

**Fixed Location Address or Mobile Area of Operation**

- Loc. 1 Address:** NC HWY 115N AT NC HWY 73  
 City: CORNELIUS      County: MECKLENBURG      State: NC  
 Lat (NAD83): 35-26-54.0 N Long (NAD83): 080-50-22.0 W ASR No.: 1005063      Ground Elev: 231.6
- Loc. 2 Address:** 800E 4TH ST  
 City: CHARLOTTE      County: MECKLENBURG      State: NC  
 Lat (NAD83): 35-13-18.0 N Long (NAD83): 080-50-22.0 W ASR No.: 1003233      Ground Elev: 216.4
- Loc. 3 Address:** 9044 WILKINSON BLVD  
 City: CHARLOTTE      County: MECKLENBURG      State: NC  
 Lat (NAD83): 35-14-33.0 N Long (NAD83): 080-59-36.0 W ASR No.: 1003367      Ground Elev: 212.0
- Loc. 4 Address:** RED FEZ CLUB  
 City: CHARLOTTE      County: MECKLENBURG      State: NC  
 Lat (NAD83): 35-06-05.5 N Long (NAD83): 080-59-27.3 W ASR No.:      Ground Elev: 192.0
- Loc. 5 Area of Operation**  
 Operating within a 30.0 km radius around fixed location 1
- Loc. 6 Area of Operation**  
 Land Mobile Control Station meeting the 6.1 Meter Rule in the state of NC.

**Antennas**

<b>Loc.</b>	<b>Ant.</b>	<b>Frequencies</b>	<b>Sta.</b>	<b>No.</b>	<b>No.</b>	<b>Emmission Output</b>	<b>ERP</b>	<b>Ant.</b>	<b>Ant.</b>	<b>Construct</b>
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No.	No.	(MHz)	Cls.	Units	Pagers	Designator	Power (watts)	(watts)	Ht./Tp meters	AAT meters	Deadline Date
1	1	000866.23750000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000866.31250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000866.73750000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000866.76250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000867.08750000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000867.23750000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000867.58750000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000867.81250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.15000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.31250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.35000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.46250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.65000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.85000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
1	1	000868.93750000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	166.0	153.0	05/10/2003
2	1	000866.15000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	73.2	73.0	05/10/2003
2	1	000866.70000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	73.2	73.0	05/10/2003
2	1	000867.37500000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	73.2	73.0	05/10/2003
2	1	000867.65000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	73.2	73.0	05/10/2003
2	1	000868.92500000	FB2C	1	0	20K0F3E 16K0F1D	150.000	140.000	73.2	73.0	05/10/2003
3	1	000866.26250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	130.000	49.0	45.0	05/10/2003
3	1	000866.81250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	130.000	49.0	45.0	05/10/2003
3	1	000867.31250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	130.000	49.0	45.0	05/10/2003
3	1	000868.26250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	130.000	49.0	45.0	05/10/2003
3	1	000868.81250000	FB2C	1	0	20K0F3E 16K0F1D	150.000	130.000	49.0	45.0	05/10/2003
4	1	000866.87500000	FB2C	1	0	20K0F3E 16K0F1D	150.000	275.000	54.0	54.0	05/10/2003

4	1	000867.37500000	FB2C	1	0	20K0F3E 16K0F1D	150.000	275.000	54.0	54.0	05/10/2003
4	1	000867.87500000	FB2C	1	0	20K0F3E 16K0F1D	150.000	275.000	54.0	54.0	05/10/2003
4	1	000868.87500000	FB2C	1	0	20K0F3E 16K0F1D	150.000	275.000	54.0	54.0	05/10/2003
4	1	000868.90000000	FB2C	1	0	20K0F3E 16K0F1D	150.000	275.000	54.0	54.0	05/10/2003
5	1	000821.15000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000821.23750000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000821.26250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000821.31250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000821.70000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000821.73750000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000821.76250000	MO	3300	0	20K0F3E 18K0F1D	35.000	50.000			05/10/2003
5	1	000821.81250000	MO	3300	0	20K0F3E 18K0F1D	35.000	50.000			05/10/2003
5	1	000821.87500000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.08750000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.23750000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.31250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.37500000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.58750000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.85000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000822.81250000	MO	3300	0	20K0F3E 18K0F1D	35.000	50.000			05/10/2003
5	1	000822.87500000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000823.15000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000823.26250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000823.31250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000823.35000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000823.46250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003
5	1	000823.65000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000			05/10/2003

5	1	000823.81250000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000	05/10/2003
5	1	000823.85000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000	05/10/2003
5	1	000823.87500000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000	05/10/2003
5	1	000823.90000000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000	05/10/2003
5	1	000823.92500000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000	05/10/2003
5	1	000823.93750000	MO	3300	0	20K0F3E 16K0F1D	35.000	50.000	05/10/2003
6	1	000821.15000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.23750000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.26250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.31250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.70000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.73750000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.76250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.81250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000821.87500000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.08750000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.23750000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.31250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.37500000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.58750000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.65000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.81250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000822.87500000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000823.15000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000823.26250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000823.31250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	
6	1	000823.35000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000	

6	1	000823.46250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.65000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.81250000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.85000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.87500000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.90000000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.92500000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000
6	1	000823.93750000	FX1	5	0	20K0F3E 16K0F1D	35.000	50.000

**Control Points Pt. No.1**

**Address:**

618 N COLLEGE ST

City: CHARLOTTE County: MECKLENBURG State: NC Telephone Number: (704)336-3863

**Associated Call Signs**

None

**Waivers/Conditions**

None

**Conditions**

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

FCC 601 - ULSHS1  
December 2006



**EXHIBIT B  
INTERLOCAL AGREEMENT FOR CONSOLIDATION OF RADIO SYSTEM**

**Service Level Agreement**

**1. Service Provided Under Interlocal.**

The City will provide the same level of service to County users as they provide for City users for all Radio Services that County users have elected to receive.

**1.1 Network Access.**

Network access is the provision of radio service via the fixed site equipment and includes management of the subscriber database. Network Access provides for features such as private call and telephone interconnect, assignment of subscriber IDs, and changes that may be required to the radio user profile.

**1.1.1 Service Level.**

- New Subscriber IDs will be issued within 2 working days of receipt of request.
- Changes to subscriber database information will be made the same working day for requests received by 2:00 P.M.

**1.2 Infrastructure Performance Standards.**

Infrastructure support extends to all fixed site radio equipment and towers sites that have been mutually agreed to belong to the Radio System. This agreement provides 7 day / 24 hours a day, with **two hour response for emergency service** on the fixed end equipment. To provide and perform to a scheduled preventative maintenance plan.

**1.2.1 Service Level**

- All service issues relating to the Radio System Infrastructure will be given the highest priority.
- Radio System availability is defined as the total actual uptime of all system resources divided by the amount of possible available uptime less scheduled downtime. The targeted system availability is 99.9%, as measured by the Motorola Monthly Metrics Report.
- If the radio system availability, as measured by the Motorola Monthly Metrics Report, is less than targeted system availability for two consecutive months, or four months out of any consecutive twelve-month period, a 25% credit will be applied to the operating expense portion of the County's User Fee for those months.
- If the radio system availability is less than targeted system availability for three consecutive months, or four months out of any consecutive twelve-month period, or the radio system availability is less than targeted system availability for any consecutive twelve month period, the County, may give the City notice that it is in default of the agreement and subject to the provisions of the Termination For Breach section of the Interlocal Agreement. The City must submit a cure plan and achieve targeted system availability for at least four of the next six months, and achieve average targeted availability for the six-month period. Failure to achieve both of the targeted system availability objectives during the cure period will entitle the County to give the City Notice of Termination for Breach.
- All affected agencies will be made aware of any issue that brings availability below the above for two consecutive months, the proposed resolution of the problem, and the timeframe for resolution. It is understood that the current Radio System architecture and configuration are known to present problems. These



problems are being addressed in the proposed system upgrade capital-funding request.

- Should a breakdown occur, priority service will be dispatched from the City of Charlotte Radio Shop. The systems critical fixed equipment will receive 7day/24hour service. Response time for emergency service shall be within two hours or less. All other equipment will receive service during normal working hours 8:00 -5:00 Monday through Friday. Normal response time will be within one business day.
- 85% of all infrastructure repair cases, not involving third party intervention or assistance, will be completed within 8 hours. The City of Charlotte Radio Shop will make every reasonable effort to expedite all third party repairs.
- The City will make available at the request of the County any and all statistics and original CSR case information. Further the County will be provided a copy of the monthly "Metrics Report" delivered by Motorola, or the agency actively monitoring the system.
- The Radio System Manager will make diligent efforts to assure spare part are stocked for critical infrastructure components to minimize system outages.

#### **1.2.2 Preventative Maintenance**

- Under the Service Agreement, fixed-end equipment will be maintained as recommended by the manufacturer to insure it operates at or above Motorola's performance specifications.
- The City will make available all original Preventative Maintenance Records as requested by the County.

#### **1.2.3 Excluded Services**

Services to the equipment which has become defective other than through normal wear and usage, such as, but not limited to:

- Accidents, physical or electronic misuse or abuse.
- Unauthorized attempts by personnel or third parties not from the City of Charlotte Radio Shop to repair, maintain or modify the system
- Services to the radio equipment, which are necessary because of unauthorized relocation, reinstallation, or other activities that have altered the equipment or system. Services required because of unauthorized connection of radio equipment to other machines, equipment, or devices. Services required because of unauthorized alterations to other equipment, machines or devices to which the equipment or system is connected.
- Computer terminal maintenance excludes phosphor burned or defective CRTs.

#### **1.2.4 System Reliability During System Upgrades**

During the life span of this system, there will be, more than likely, several system upgrades and enhancements. These upgrades and enhancements will be scheduled, in conjunction with the customer, to minimize any system downtime. All known potentially **intrusive**, defined as " any impact to the system or operation of any one or all agencies where more than 30% of the resources, capacity, or operation are affected", work will be done between the hours of 12am and 6am, Monday through Thursday (the "Maintenance Window"), unless otherwise specified and agreed upon with the customer. Intrusive is defined as any work that could or will impact the availability of system resources.

### 1.2.5 Severity Levels

Severity Level	Problem Type and examples (If applicable)
<p><b>Severity 1</b> Total loss of communications or functionality. Affected equipment is in excess of 33% at any one site or location. 7X24 response</p> <p>THIS IS DENOTED BY THE CUSTOMER AS AN EMERGENCY SERVICE CALL</p>	<p>SmartZone controller down System Down. System in "Site trunking" (Site not wide) all or part of system in site trunking. HP or Database server down. VIEC or ELP failure.</p>
<p><b>Severity 2</b> System impaired, affected equipment is not in excess of 33% at any one site or location. 8X5 standard business days response.</p> <p>THIS IS DENOTED BY THE CUSTOMER AS A "ROUTINE SERVICE CALL". ALL SEVERITY 2 AND BELOW ARE "ROUTINE SERVICE CALLS"</p>	<p>Configuration issues - Single X-terminal problem(local or remote). One VICP board off-line. One CPU set off line. One hard drive off line. One bridge card off line Failure of less than 33% of the available control channels at any one site or zone in a multi-repeater trunking system. Failure of less than 33% of the available voice, interconnect, data, or secure resources at any one site or zone in a multi-repeater trunking system.</p>
<p><b>Severity 3</b> Non-critical questions. Technician is not on site. 8X5 standard business day response. ROUTINE</p>	<p>Upgrades or intermittent problems, System problems presently being monitored. Parts Question. Scheduled Preventative Maintenance.</p>
<p><b>Severity 4</b> Specific statement of work performed at scheduled date. ROUTINE</p>	<p>Scheduled upgrades and system expansions.</p>

### 1.3 SmartZone 4.1 Terminal Manager Support.

With the implementation of the SmartZone 4.1 operating platform for the zone controller and management network, management of some administrative functions will be distributed to the Charlotte Mecklenburg Police Department, Charlotte Fire Department, Sheriff's Department, and Medic. Each of the departments has a management terminal located in their Communication Center. Through this terminal they will be able to input and manage some of the database functions such as dynamic regroup, alias changes, private call capability, and telephone interconnect capability. The System Administrator for the City Radio Shop will perform these services for all other agencies utilizing the Radio System.

## 2. Optional Services.

### 2.1 Installation and removal of mobile equipment.

Installation and removal applies to all electronic equipment mounted in a vehicle or on motorized equipment.

#### 2.1.1 Service Level.

- Removals of electronic equipment will be performed within one working day for work scheduled five working days in advance.

- Installation of electronic equipment will be performed within two working days for work scheduled five working days in advance.
- All work will be completed to specifications and price agreed to at time of scheduling.

## **2.2 Maintenance of electronic equipment.**

This includes maintenance of all handheld radios, mobile radios, and other vehicle mounted electronic equipment except computers. Included in the maintenance of radio equipment service is unlimited re-programming of radio equipment.

### **2.2.1 Service Level.**

- Equipment will be repaired within five working days except where parts are not available or other circumstances exist that are beyond our control. For repairs that cannot be completed within the five days, the customer will be contacted and a completion schedule established.
- Lightbars, fuses, sirens, mounting equipment, and other minor repairs will be completed on a first come first served basis in the drive through. Once started, these repairs will be completed within 30 minutes.
- Programming of radio equipment will be performed within two working days if scheduled, except in quantities in excess of twenty for which a completion schedule will be established.

## **2.3 Batteries**

### **2.3.1 Service Level.**

- The Radio Shop agrees to maintain a stock of batteries for the radios utilized on the radio system.
- Batteries can be purchased at the Motorola Trunked Users Group Price.

## **2.4 Consultation and Project Management Services.**

### **2.4.1 Service Level.**

- Radio Shop agrees to have personnel available to assist in the design and installation of specialized communication systems.
- All special projects will be completed to project specific agreed upon standards.
- Project pricing and scheduling will be negotiated with the requesting Agency.

Exhibit C is a  
series of large  
Excel  
spreadsheets.

Copies are  
available for review  
in the office of the  
Clerk to the Board.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 2/4/2008**

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

**SUBJECT:** Smart Start Family Literacy Grant Application

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**DEPARTMENT:** Library

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Grant Application

**INFORMATION CONTACT:**  
Dana Eure

**TELEPHONE NUMBERS:**  
704-283-8184 x237

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the submission of the Smart Start Grant Application for FY 2009 and authorize the Interim County Manager to execute Application

**BACKGROUND:** This grant application is to continue a Smart-Start-funded initiative to improve literacy and reading-readiness of preschoolers by teaching parents how to provide intellectual stimulation for their children.

**FINANCIAL IMPACT:** Up to \$147,035 in Smart Start funds would be added to the Library's budget for FY 2009. As part of its in-kind contribution, the library would pay \$3,868.00 in education expenses from the regular library budget and offer in-kind services including staff time and use of library space.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



MEMORANDUM

Date:            January 24, 2008  
To:                Lynn West, Clerk to the Board of Commissioners  
From:             Dana Eure, Assistant Library Director  
Re:                Smart Start Grant Application

Attached is the Library's Smart Start grant application for 2008-2009 for the February 4<sup>th</sup> BCC meeting.

If approved for submission, I need to pick it up on or before February 6<sup>th</sup>, which is the deadline for submission. Please let me know when it is ready and I will arrange to have it picked up.

If you have any questions, please let me know.

Thanks!



**2008-2009 Application for Smart Start Funding  
Due: February 6, 2008**

**I. APPLICANT INFORMATION**

**A. Applicant Organization**

Legal Name: Union County Public Library

Mailing Address: 316 East Windsor Street, Monroe, NC 28112

Street Address (if different): \_\_\_\_\_

Phone: (704) 283-8184 Fax: (704) 282-0657 Email: deure@union.lib.nc.us

Name/Title of Contract Administrator: Dana Eure / Assistant Library Director

Name/Title of Person Authorized to Sign Grant Agreement: Richard Black / Interim County Manager

Federal Employer Identification Number: 56-6000345

**B. Proposal Information**

Union Smart Start Activity Title: Smart Start Family Literacy

How many years have you received Smart Start funds for this activity? 2

Have you ever reverted Smart Start funds?  Yes  No

If so, in what years and for how much? \$162.07 in 2007

**C. Financials**

Smart Start Funds Requested: Current Project \$ 82,197.00 ; [REDACTED]  
 Total Annual Project Budget: Current Project \$ 93,065.00 ; [REDACTED]  
 Smart Start Request as % of Total Ann'l Budget Current Project 88.3 % ; [REDACTED]

For your current fiscal year, provide the following information:

All Other Sources of Funding	Amount Pledged or Received	% of Total Ann'l Project Budget
Library Budget (for Education Expenses)	\$3,868.00	4.2 / [REDACTED]
Library Budget (in kind)	\$7,000.00	7.5 / [REDACTED]
<b>TOTALS</b>	<b>\$\$ 93065.00 / [REDACTED]</b>	<b>100%</b>

\_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Date



**Activity Title: Smart Start Family Literacy**

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**II. EXECUTIVE SUMMARY**

Provide a short summary of your proposal to perform this activity. Please highlight the most significant aspects, strategies and goals of your proposal. Describe how this activity aligns with your agency's mission. Describe what behaviors will change in the long term if this project is implemented successfully. (300 word limit).

The family literacy project will increase the frequency with which family caregivers engage in literacy activities with children, age birth to five. Using ALA's *Every Child Ready to Read* program, the Library will train parents to interactively read and share books, with their children. Literacy-enhancing activities for the parents to use with their children will be introduced, modeled, and reinforced during four sessions with each parent.

It is the Library's mission to provide programming, activities, and materials which create a desire to read and which enhance children's ability to read. An underlying value of the Library is to partner with parents, teachers and caregivers to promote reading-readiness and a love of books. In this project, library staff will reach out to parents who may never have visited a library, and may have no books in their homes. Working directly with the parents, we will introduce concepts proven to stimulate intellectual development in their children. Then we will teach the parents simple techniques to engage their children in literacy skill building. We will give them books to take home, as well as introducing them to the wealth of free materials that can be borrowed from the Library.

Our goal is to create a habit of reading to children and having books available to children in their homes. Using free materials from the library, parents will read more frequently with their children. Applying the techniques presented in the workshops, participants' time reading with their children will be more interactive and productive in developing the children's reading readiness.

For the year 2008-2009 the Library proposes to hire an additional team of Family Literacy Specialists to offer programs for English speaking parents, specifically targeting at-risk African American parents. The existing team will concentrate on Spanish-speaking parents, because there is generally a waiting list for those sessions.





**: Smart Start Family Literacy**

**MODEL**

<i>condition exists</i>	<i>for this population</i>	<i>and we implement these strategies</i>	<i>this many times, for these individuals</i>	<i>then we expect this short-term change</i>	<i>and we expect long-term change</i>
<b>Statement (Why?)</b>	<b>Target Population (Who?)</b>	<b>Program Elements (What?)</b>	<b>Outputs (How many?)</b>	<b>Outcomes (So What?)</b>	<b>How does this outcome impact children and families over time?</b>
<p>61% of low-income households have children at home.</p> <p>to <a href="http://www.gareader.org/">www.gareader.org/</a>            il:            lren            dergarten            re-reading</p> <p>enrolled in schools            ghts, East, Walter            ing the city            or the            2006-2007:            (333) were            which 41%</p>	<p>•Spanish speaking families who have children birth-age 5 who are at risk for school failure in Union County.</p>	<p>•Work in the community to provide information on the importance of early reading and promote Family Literacy workshops:            -address community groups              -promote program via brochures, newspaper articles, etc.</p>	<p>•6 presentations to community groups.              •500 brochures distributed in the community            •3 newspaper articles</p>	<p>•Overall attendance at Family Literacy workshops will increase by 10% (150 to 165)</p>	<p>•More children in risk population will pass standardized school exams (end of third grade tests)              •Fewer children will be at risk for high school drop out              •Increased literacy will lessen social burdens for those of work and ill-educated.</p>

<p>grade</p> <p>ool year</p> <p>2344) are</p> <p>over 50</p> <p>aking</p> <p>on the</p> <p>for attending</p> <p>racy</p> <p>0 to1212)</p> <p>he Hispanic</p> <p>t the</p> <p>schools in</p> <p>occurred</p> <p>resent;</p> <p>crease in the</p> <p>erican</p> <p>as increased</p> <p>% (738 to</p> <p>Caucasian</p> <p>as</p> <p>y 12% (361</p>					
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		<ul style="list-style-type: none"> <li>• Teach parents six pre-reading skills from <i>Every Child Ready to Read</i> curriculum in workshops composed of 4 sessions, either in a group or individual format.</li> <li>-provide families a take home book each session.</li> <li>-provide small non-cash educational incentives for each family completing the 4 session workshop series.</li> </ul>	<ul style="list-style-type: none"> <li>•128 sessions held (group or individual) for Spanish speaking parents over a 12 month period.</li> <li>•165 Spanish speaking parents will enroll in sessions and attend at least one workshop.</li> <li>•165-247 children of Spanish speaking parents will be impacted.</li> <li>•528-660 books will be provided to families.</li> <li>•132 non cash incentives will be provided.</li> </ul>	<ul style="list-style-type: none"> <li>•Of these families, 60% (79/132) will increase the frequency they engage in literacy activities with their children from less than 4 times per week to 4 or more times per week.</li> <li>•99% (130/132) of these families will indicate on the survey they are now using a minimum of 3 of the 6 pre-reading skills with their child.</li> <li>•80% (105/132) of these families will increase the frequency they engage in literacy activities with their children.</li> <li>•Families will indicate on the survey the sources they plan to use to obtain reading and/or other</li> </ul>	
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				literacy related materials in the future.	
		<ul style="list-style-type: none"> <li>•Conduct survey of families completing all 4 of the workshop sessions.</li> </ul>	<ul style="list-style-type: none"> <li>•80% (132/165) families will complete all four sessions.</li> <li>•100% (132/132) of families attending all 4 sessions will complete family support survey.</li> </ul>		
		<ul style="list-style-type: none"> <li>•Train all library staff that provide services to children to utilize the <i>Every Child Ready to Read</i> principles when presenting the</li> </ul>	<ul style="list-style-type: none"> <li>•13 non-Smart Start funded library staff trained.</li> </ul>	<ul style="list-style-type: none"> <li>•100% (13/13) of Union County Public Library children's staff will be trained in the <i>Every Child Ready to Read</i> program.</li> </ul>	



		programming to children.		<ul style="list-style-type: none"> <li>•100% of trained staff will complete a survey evaluation and 90% will report that they have gained and utilized new knowledge in their programming to children.</li> </ul>	
		<p>As part of the Union County Public Library's in-kind donation: Professional Development:</p> <ul style="list-style-type: none"> <li>•Enroll full-time Family Literacy Coordinator in Family Literacy Certification program through Penn State's online program.</li> </ul>	<ul style="list-style-type: none"> <li>•Family Literacy Coordinator will complete two courses (6 credits) toward certification.</li> </ul>		<ul style="list-style-type: none"> <li>• Smart Start Family Literacy will be strengthened and able to provide advanced level service to the families served by the program.</li> </ul>



**DESCRIPTION OF PROJECT**

the English speaking population, especially the at risk African American families, the Union County Public Library requests funding to add a Family Literacy team (one full-time, and one-part time) to recruit English speaking families, especially African families, who have children birth – age 5 and are at risk for school failure in Union County and to plan, advertise and conduct especially geared to this population.

Building and maintaining Smart Start relationships with the African American community seems to be a goal of the Union Smart Start program. Smart Start staff and other Smart Start agencies in Union County. The Library feels that if we are able to have staff dedicated to doing programming for this community we can establish and maintain those relationships. Once this population has benefited from Smart Start activity, referrals to other Smart Start activities would result.

By funding and training new staff the program would be funded for 43 weeks rather than 52.

<p>enrolled in schools in the 3rd grade, East, Walter, and the city of Union County for the 2006-2007: 333) were African American of which 3rd grade failed the 3rd grade school year 344) are African; 2344) are</p>	<p>•English speaking, especially African American, families who have children birth-age 5 who are at risk for school failure.</p>	<p>•Work in the community to provide information on the importance of early reading and promote Family Literacy workshops: -address community groups  -promote program via brochures, newspaper articles, etc.</p>	<p>•3 presentations to community groups.  •500 brochures distributed in the community •2 newspaper articles</p>		
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<p>o Diverse her (10/2008) percent of Americans st believe rican dream le to them.</p> <p>Adult quarterly ows that rican nd to evant</p>					
		<ul style="list-style-type: none"> <li>• Teach parents six pre-reading skills from <i>Every Child Ready to Read</i> curriculum in workshops composed of 4 sessions, either in a group or individual format.</li> </ul>	<ul style="list-style-type: none"> <li>•64 sessions held (group or individual) for English speaking parents over a 9 month period.</li> <li>•90 English speaking parents will enroll in sessions and attend at least one workshop.</li> <li>•90-135 children of English speaking</li> </ul>	<ul style="list-style-type: none"> <li>•Of these families, 60% (43/72) will increase the frequency they engage in literacy activities with their children from less than 4 times per week to 4 or more times per week.</li> <li>•99% (71/72) of these families will indicate</li> </ul>	

		<p>-provide families a take home book each session.</p> <p>-provide small non-cash educational incentives for each family completing the 4 session workshop series.</p>	<p>parents will be impacted.</p> <ul style="list-style-type: none"> <li>•270-360 books will be provided to families.</li> <li>•72 non cash incentives will be provided.</li> </ul>	<p>on the survey they are now using a minimum of 3 of the 6 pre-reading skills with their child.</p> <ul style="list-style-type: none"> <li>•80% (58/72) of these families will increase the frequency they engage in literacy activities with their children.</li> <li>•Families will indicate on the survey the sources they plan to use to obtain reading and/or other literacy related materials in the future.</li> </ul>	
		<ul style="list-style-type: none"> <li>•Conduct survey of families completing all 4 of the workshop sessions.</li> </ul>	<ul style="list-style-type: none"> <li>•80% (72/90) families will complete all four sessions.</li> <li>•100% (72/72) of families attending all 4 sessions will complete family support survey.</li> </ul>		





Activity Title: Smart Start Family Literacy

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#### **IV. ADDITIONAL KEY PROPOSAL DETAILS**

1. EVALUATION PLAN with Output Targets: Complete Attachment A, being sure to include the Output Targets for the 2008-2009 year.
2. COLLABORATION (100 word limit total): Highlight only new collaborations anticipated or required by new strategies.

We will continue to coordinate with the other Smart Start agencies, as well as Union County Social Services, Health Department, Public Schools, United Way, Carolinas Medical Center Union, the YWCA, area churches and industries to establish contact with our target audience, and to present programs at their facilities when parents are congregated there. In addition, the Pregnancy Crisis Center, Union County Crisis Assistance Ministries, and Spanish-language radio will assist in promoting the program.

With the addition of the new team of Family Literacy Specialists, the level of collaboration with these agencies should increase substantially.

3. PROMOTION OF SMART START AND UNION SMART START (75 word limit): Highlight only new strategies for promoting Smart Start.

We will continue to promote Smart Start in all publicity and marketing materials. With the addition of the new team of Family Literacy Specialists the efforts will double.

4. SUSTAINABILITY/ OTHER FUNDING (100 word limit): Describe efforts to develop other funding sources to supplement or replace Smart Start funding over time. Describe the leveraging of financial and in-kind resources for this project.

Smart Start funding will be used to pay all expenses except in-county travel and mobile phone, which will come from the library's budget. Because all relevant staff will be trained in the *Every Child Ready to Read* method, grant-funded staff will be complemented and supported by existing County-funded library staff.

The library will apply for Smart Start grants in future years to help fund its continuance, particularly staffing and the free educational material given to families. If Smart Start funding is not available, other sources of funding may include grants from the State Library of North Carolina and other like agencies.



**Project Title: Smart Start Family Literacy**

**Attachment A: Evaluation Plan with Output Targets for 2008-2009**

Data Collection					Analysis & Reporting	
Data will be collected?	Output Targets	Who will collect the data?	How will it be collected?	When will it be collected?	How will the data be reported?	When will it be reported?
Presentations in community groups	6	Family Literacy staff	Tabulation	Periodically	In the quarterly reports to Union Smart Start	Quarterly
Brochures distributed in the community	500	Family Literacy staff	Tabulation	Periodically	In the quarterly reports to Union Smart Start	Quarterly
Newspaper articles	3	Family Literacy staff	Newspaper	As they appear in the newspaper	In the quarterly reports to Union Smart Start	Quarterly
Workshops held	128	Family Literacy staff	Simple tabulation	As workshops are planned.	In the quarterly reports to Union Smart Start.	Quarterly
Families enrolled in sessions and at least one workshop.	165	Family Literacy staff	Attendance records.	At the end of the first workshop of each session.	In the quarterly reports to Union Smart Start.	Within 1 month of end of session Quarterly
Children that are impacted.	165-247	Family Literacy staff	Registration form.	At the end of the first workshop of each session.	In the quarterly reports to Union Smart Start.	Quarterly
Number of books provided to families	528-660	Family Literacy staff	Tabulation	At each workshop.	In the quarterly reports to Union Smart Start.	Quarterly



non cash incentives provided	132	Family Literacy staff	Tabulation	At the last workshop of each session	In the quarterly reports to Union Smart Start.	Quarterly
families who complete all 4 sessions.	80% (132/165)	Family Literacy staff.	Attendance records.	At the end of the session.	In the quarterly reports to Union Smart Start	Quarterly
of surveys completed (from families who complete all 4 sessions)	100% (132/132)	Family Literacy staff	Completed surveys.	At the end of the fourth session.	With the attendance logs; in the quarterly reports.	Within 1 end of Quarterly
non Smart Start funded staff trained for the Every Child Ready to Succeed program	13	Family Literacy staff	Tabulation	At the end of the training session	In a quarterly report to Union Smart Start	In the quarterly
credit hours completed by Family Literacy Coordinator and Family Literacy Coordinator	6	Family Literacy Coordinator	Report card	At the end of each semester	In a quarterly report to Union Smart Start	In the quarterly

**Expansion (Total):**

What data will be collected?	Output Targets	Who will collect the data?	How will it be collected?	When will it be collected?	How will the data be reported?	When will it be reported?
Presentations to community groups	9	Family Literacy staff	Tabulation	Periodically	In the quarterly reports to Union Smart Start	Quarterly
Brochures distributed in the	1000	Family Literacy staff	Tabulation	Periodically	In the quarterly reports to Union	Quarterly



Community					Smart Start	
Newspaper articles	5	Family Literacy staff	Newspaper	As they appear in the newspaper	In the quarterly reports to Union Smart Start	Quarterly
Sessions held	162	Family Literacy staff	Simple tabulation	As workshops are planned.	In the quarterly reports to Union Smart Start.	Quarterly
Families enrolled in sessions and at least one workshop.	255	Family Literacy staff	Attendance records.	At the end of the first workshop of each session.	In the quarterly reports to Union Smart Start.	Within 1 end of Quarterly
Children that are impacted.	255-382	Family Literacy staff	Registration form.	At the end of the first workshop of each session.	In the quarterly reports to Union Smart Start.	Quarterly
Number of books provided to families	798-1020	Family Literacy staff	Tabulation	At each workshop.	In the quarterly reports to Union Smart Start.	Quarterly
Non cash incentives provided	204	Family Literacy staff	Tabulation	At the last workshop of each session	In the quarterly reports to Union Smart Start.	Quarterly
Families who complete all 4 sessions.	80% (204/255)	Family Literacy staff.	Attendance records.	At the end of the session.	In the quarterly reports to Union Smart Start	Quarterly
Number of surveys completed (from families who complete all 4 sessions)	100% (204/204)	Family Literacy staff	Completed surveys.	At the end of the fourth session.	With the attendance logs; in the quarterly reports.	Within 1 end of Quarterly
Non Smart Start funded staff trained through the Every Child Ready to	13	Family Literacy staff	Tabulation	At the end of the training session	In a quarterly report to Union Smart Start	In the quarterly



<p>l program</p> <p>redit hours</p> <p>pleted by</p> <p>y Literacy</p> <p>rdinator</p> <p>rd Family</p> <p>iteracy</p> <p>ification</p>	<p>6</p>	<p>Family</p> <p>Literacy</p> <p>Coordinator</p>	<p>Report card</p>	<p>At the end of</p> <p>each semester</p>	<p>In a quarterly</p> <p>report to Union</p> <p>Smart Start</p>	<p>In the r</p> <p>quar</p>
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**V. BUDGET NARRATIVE AND EXPLANATION--2008-2009**

<b>Activity Title: Smart Start Family Literacy</b>				
<b>Budget Line Item</b>	<b>2008-09 Smart Start Funds Requested</b>	<b>2008-2009 Smart Start Funds Requested with Project Expansion (Total)</b>	<b>2007-08 Smart Start Funds Allocated</b>	<b>Budget Narrative: 1. Provide details for items included in each line item where funds have been requested. 2. Explain changes of 10% or more from prior allocation. USE AS MUCH SPACE AS NEEDED.</b>
11) Personnel	\$ 66,587.00	\$ 118,615.00	\$ 61,764.00	Current Project: Vega (full-time) @ \$18.03/hour plus benefits. B.Seavey (part-time) @ \$17.21/ hour for 16 hours per week. Increase is due to up to 5% increase in salary for Seavey & 10% increase for Vega. Vega's increase is due to increased responsibilities. She will assume supervisory responsibility for Family Literacy Department;  with Expansion: 1 full-time employee @ \$16.73/hour plus benefits. 1 part-time employee @ \$16.73/hour for 16 hours per week. The two new positions are budgeted for 43 weeks only.
12) Contracted Services	\$ 1,500.00	\$ 1,500.00	\$ 1,701.00	1 day of training by ALA-certified trainer
<b>Services</b>	<b>\$ 68,087.00</b>	<b>\$ 120,115.00</b>	<b>\$ 63,465.00</b>	
14) Office Supplies & Materials	\$ 2,230.00	\$ 4,460.00	\$ 2,230.00	Current Project: General Office Supplies \$1750; Program Supplies \$480;  with Expansion: General Office Supplies \$3500; Program Supplies \$960
15) Service Related Supplies	\$ 9,900.00	\$ 15,300.00	\$ 14,760.00	Current project: 660 books x \$15 per book = \$9,900 ; with Expansion: 1020 books x \$15 per book = \$15,300

<b>16) Total Supplies &amp; Materials</b>	<b>\$ 12,130.00</b>	<b>\$ 19,760.00</b>	<b>\$ 16,990.00</b>	
17) Travel			\$ 1,500.00	
18) Communications & Postage				
19) Utilities				
20) Printing & Binding				
21) Repair and Maintenance				
22) Meeting/Conference Expense			\$ 100.00	
23) Employee Training (no travel)			\$ 385.00	In kind: Family Literacy Certification: 6 credit hours = \$3,868
24) Classified Advertising				
25) In-State Board Meeting Expense				
<b>Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,985.00</b>	
27) Office Rent (Land, Buildings, etc.)				In kind use of library office space.
28) Furniture Rental				In kind use of library furniture.
29) Equipment Rental (Phones, Computer, etc.)				In kind use of library phone system and network. Cell phone also provided by library.
30) Vehicle Rental				
31) Dues & Subscriptions				
32) Insurance & Bonding				
33) Books/Library Reference Materials				
Fees				
35) Other Expenses				
<b>36) Total Fixed Charges &amp; Other Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
37) Buildings & Improvements				
38) Leasehold Improvements				
39) Furniture/Non-Computer Eqpt., \$500+/item				
40) Computer Eqpt./Printers, \$500+/item		\$ 4,100.00	\$ -	With Expansion: Computers \$3500; Printer
41) Furniture/Eqpt., under \$500/item				
<b>42) Total Property &amp; Equipment</b>	<b>\$ -</b>	<b>\$ 4,100.00</b>	<b>\$ -</b>	

43) Purchases of Services				
44) Contracts with Service Providers				
45) Stipends/Scholarships/Bonuses				
46) Cash Grants and Awards				
47) Non-Cash Grants and Awards	\$ 1,980.00	\$ 3,060.00	\$ 1,440.00	Current Project: 132 incentives @ \$15 each; with Expansion: 204 incentives @ \$15 each.
<b>48) Total Services, Contracts &amp; Grants</b>	<b>\$ 1,980.00</b>	<b>\$ 3,060.00</b>	<b>\$ 1,440.00</b>	
49) Total Participant Training Expenses				
<b>50) Total Budgeted Expenditures</b>	<b>\$ 82,197.00</b>	<b>\$ 147,035.00</b>	<b>\$ 83,880.00</b>	



**VI. PERSONNEL LISTING**

**Activity Title: Smart Start Family Literacy**

For each individual (staff or contracted) to be funded through this Smart Start activity, please complete the following chart and attach the appropriate job/position description.

Name	Position Title	Personnel Cost (total of salary, benefits, etc.)
Kacy Vega (full-time)	Family Literacy Coordinator	\$51,173
Barb Seavey (part-time)	Family Literacy Specialist	\$15,414
ALA Certified Trainer	ALA Certified Trainer	\$1,500
TBD (full-time)	Family Literacy Specialist	\$39,637
TBD (part-time)	Family Literacy Specialist	\$12,391
<b>Total Personnel Cost (should equal Budget Line 13)</b>		<b>\$120,115</b>

**Planning Budget for 2008-09**

<b>Partnership: UNION SMART START</b>		<b>Fiscal Year: July 1, 2008 through June 30, 2009</b>			
<b>Direct Services Provider: Union Co Public Library</b>		<b>Smart</b>	<b>In-Kind</b>	<b>Cash</b>	<b>Total</b>
<b>Contract #:</b>	<b>Activity #:</b>	<b>Start</b>	<b>Funds</b>	<b>Match</b>	<b>Funds</b>
<b>Activity Name: Smart Start Family Literacy</b>		<b>Funds</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
11) Personnel		\$66,587.00			\$66,587.00
12) Contracted Services		\$1,500.00			\$1,500.00
<b>13) Total Personnel/Contracted Services</b>		<b>\$68,087.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$68,087.00</b>
14) Supplies & Materials		\$2,230.00			\$2,230.00
15) Service-Related Supplies and Materials		\$9,900.00			\$9,900.00
<b>16) Total Supplies &amp; Materials</b>		<b>\$12,130.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,130.00</b>
17) Travel					\$0.00
18) Communications & Postage					\$0.00
19) Utilities					\$0.00
20) Printing & Binding					\$0.00
21) Repair and Maintenance					\$0.00
22) Meeting/Conference Expense					\$0.00
23) Employee Training (no travel)			\$3,868.00		\$3,868.00
24) Advertising and Publicizing					\$0.00
25) Not Available for Use					\$0.00
<b>26) Total Non-Fixed Operating Expenses</b>		<b>\$0.00</b>	<b>\$3,868.00</b>	<b>\$0.00</b>	<b>\$3,868.00</b>
27) Office Rent (Land, Buildings, etc.)					\$0.00
28) Furniture Rental					\$0.00
29) Equipment Rental (Phones, Computer, etc.)					\$0.00
30) Vehicle Rental					\$0.00
31) Dues & Subscriptions					\$0.00
32) Insurance & Bonding					\$0.00
33) Books (Library Reference Materials)					\$0.00
34) Not Available for Use					\$0.00
35) Other Expenses					\$0.00
<b>36) Total Fixed Charges &amp; Other Expenses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
37) Not Available for Use					\$0.00
38) Not Available for Use					\$0.00
39) Furniture/Non-Computer Eqpt., \$500+ per item					\$0.00
40) Computer Equipment/Printers, \$500+ per item					\$0.00
41) Furniture/Eqpt., under \$500 per item					\$0.00
<b>42) Total Property &amp; Equipment Outlay</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
43) Purchases of Services					\$0.00
44) Not Available for Use					\$0.00
45) Awards (including scholarships and bonuses)					\$0.00
46) Cash Grants					\$0.00
47) Non-Cash Grants		\$1,980.00			\$1,980.00
<b>48) Total Services/Contracts/Grants</b>		<b>\$1,980.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,980.00</b>
49) Total Participant Training Expense					\$0.00
<b>50) Total Budgeted Expenditures</b>		<b>\$82,197.00</b>	<b>\$3,868.00</b>	<b>\$0.00</b>	<b>\$86,065.00</b>

**Planning Budget for 2008-09**

FUND: 001 - HEALTH CARE		Fiscal Year: July 1, 2008 through June 30, 2009			
Element	Account	State Fund	In State Funds	Cash	Total
Code	Agency Name	Funds	Amount	Match	Funds Amount
Agency Name	Code	Funds	Amount	Match	Funds Amount
1) Personnel		\$18,315.00			\$18,315.00
2) Contracted Services		0.00			0.00
3) Total Personnel/Contracted Services		\$18,315.00	0.00	0.00	\$18,315.00
4) Supplies & Materials		0.00			0.00
5) Service Contract Supplies (not 4-43)		0.00			0.00
6) Total Supplies & Materials		0.00	0.00	0.00	0.00
7) Travel		0.00			0.00
8) Communication & Postage		0.00			0.00
9) Office		0.00			0.00
10) Printing & Reprod		0.00			0.00
21) Fuel and Maintenance		0.00			0.00
22) Mail/Postage Expense		0.00			0.00
23) Employee Training (not 4-43)		0.00	\$3,668.00		\$3,668.00
24) Advertising and Publicity		0.00			0.00
25) Int'l. Travel/Exp		0.00			0.00
26) Miscellaneous Operating Expense		0.00	\$3,668.00	\$0.00	\$3,668.00
27) Office Rent (and Buildings, etc)		0.00			0.00
28) Furniture Rental		0.00			0.00
29) Equipment (not Phones, Computer, etc)		0.00			0.00
30) Vehicle Rental		0.00			0.00
31) Dues & Subscriptions		0.00			0.00
32) Insurance (bonding)		0.00			0.00
33) Books Library (not 4-43 Materials)		0.00			0.00
34) Net Available for Use		0.00			0.00
35) Other Expenses		0.00			0.00
36) Total Fixed Charges & Other Expenses		0.00	\$0.00	\$0.00	\$0.00
37) Not Available for Use		0.00			0.00
38) Not Available for Use		0.00			0.00
39) Furniture/Noncomputer Equip. 5000 or less		0.00			0.00
40) Computer Equipment/Fit. 5000 or less		\$4,100.00			\$4,100.00
41) Furniture/Equip. Under 5000 per item		0.00			0.00
42) Total Factory & Equip. Acq. Only		\$4,100.00	\$0.00	\$0.00	\$4,100.00
43) Purchases of Services		0.00			0.00
44) Not Available for Use		0.00			0.00
45) Awards (including scholarships and bonuses)		0.00			0.00
46) Grant Grants		0.00			0.00
47) Non-Cash Grants		\$3,060.00			\$3,060.00
48) Total Services/Contracts/Grants		\$3,060.00	\$0.00	\$0.00	\$3,060.00
49) Total Parolplant Training Expense		0.00			0.00
<b>50) Total Budgeted Expenditures *</b>		<b>\$147,035.00</b>	<b>\$3,668.00</b>	<b>\$0.00</b>	<b>\$150,703.00</b>

UNION COUNTY  
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

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

**SUBJECT:** Budget Amendment - Child Care Services

**DEPARTMENT:** Social Services

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Funding Authorization - NCDHHS  
Division of Child Development

**INFORMATION CONTACT:**  
Roy A. Young, Director

**TELEPHONE NUMBERS:**  
(704) 296-4301

**DEPARTMENT'S RECOMMENDED ACTION:** Please increase the expenditures in 10553101-5381-1450 and the revenues in 10453101-4442-1450 by \$73,820.00.

**BACKGROUND:** The Smart Start program provides assistance with quality day care for families.

**FINANCIAL IMPACT:** This program is funded by 100% State funds. No county funding is required.

**Legal Dept. Comments if applicable:**

**Finance Dept. Comments if applicable:**

**Manager Recommendation:**

**BUDGET AMENDMENT**

BUDGET DSS - Child Care Services REQUESTED BY Roy Young  
 FISCAL YEAR FY2008 DATE January 25, 2008

**INCREASE**

**DECREASE**

<u>Description</u>		<u>Description</u>	
Operating Expense	73,820		
State Revenue	73,820		

Explanation: Appropriate additional State funds for Child Care Services/ Smart Start program for day care services.

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

**FOR POSTING PURPOSES ONLY**

**DEBIT**

**CREDIT**

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
10-553101-5381-1450	Professional Services	73,820	10-453101-4442-1450	State Revenue	73,820
	Total	73,820		Total	73,820

Prepared By jll  
 Posted By \_\_\_\_\_  
 Date \_\_\_\_\_

Number 29



North Carolina Department of Health and Human Services  
**DIVISION OF CHILD DEVELOPMENT**



*C. L. Saye  
L. Allman  
J. Moore*

Michael F. Easley, Governor

Dempsey Benton, Secretary

Cynthia L. Bennett, Director

**MEMORANDUM**

**TO:** Directors of County Department of Social Services  
Directors of Local Purchasing Agencies

JAN 25 2008

**FROM:** Cynthia L. Bennett

A handwritten signature in black ink, appearing to read "Cynthia L. Bennett".

**DATE:** December 20, 2007

**RE:** Revised Child Care Subsidy Funding Authorization for  
State Fiscal Year 2007-2008

Enclosed you will find a revised Funding Authorization for your Non-Smart Start and Smart Start subsidy allocations for State Fiscal Year (SFY) 2007-2008. The funding authorization reflects the latest revision to your Non-Smart Start and Smart Start allocations and a revised total funding figure.

The funds must be expended appropriately and in compliance with all state laws, rules, policies and procedures applicable to the Subsidized Child Care Program and as described in your Memorandum of Understanding with your local Smart Start partnership.

If you have any questions concerning your revised Non-Smart Start and Smart Start allocations, you may contact John Winstead in the Division of Child Development at (919) 662-7173 or your local Smart Start partnership.

CLB/FL

Enclosures

cc: Lauren Walker, North Carolina Partnership for Children

**Physical Address:**  
319 Chapanoke Road  
Raleigh, NC 27603



**Mailing Address:**  
2201 Mail Service Center  
Raleigh, NC 27699

Phone: 919.662.4499

Fax: 919.662.4570

Courier Number: 56-20-17

**State Fiscal Year 2007-08  
Child Care Funding Authorization  
Effective on December 15, 2007**

Issued to:  
**Union County Department of Social Services**

Issued by:  
**The Department of Health and Human Services  
Division of Child Development**

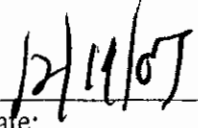
Allocation Type	Direct Services	Services Support	Total Allocation
<b>Non-Smart Start Base Allocation</b>	\$6,320,442	\$252,289	\$6,572,731
<b>Non-Smart Start Non Recurring Funding</b>	\$0	\$0	\$0
<b>11/15/07 Non-Smart Start Allocation Adj.</b>	\$0	\$0	\$0
<b>Total Non-Smart Start Funding*</b>	\$6,320,442	\$252,289	\$6,572,731
<b>Smart Start Funding</b>	\$968,784	\$145,277	\$1,114,061
<b>08/15/07 Adjustment</b>	\$0	\$0	\$0
<b>09/15/07 Adjustment</b>	\$242,197	\$36,320	\$278,517
<b>10/15/07 Adjustment</b>	\$0	\$0	\$0
<b>11/15/07 Adjustment</b>	\$0	\$0	\$0
<b>12/15/07 Adjustment</b>	(\$62,840)	\$37,500	(\$25,340)
<b>Revised Smart Start Funding</b>	\$1,148,141	\$219,097	\$1,367,238
<b>Total Combined Funding</b>	\$7,468,583	\$471,386	\$7,939,969

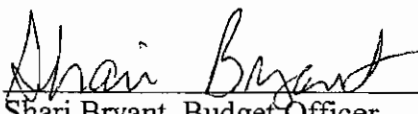
**Includes funding from the following sources: CCDF, SSBG, TANF and state appropriations.**

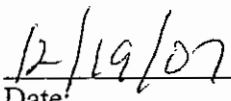
**Obligations incurred and expenditures made under this advice will be subject to limitations published by Federal and State Agencies as to the availability of funds.**

**AUTHORIZED SIGNATURES**

  
\_\_\_\_\_  
Cynthia L. Bennett, Director  
Division of Child Development

  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
Shari Bryant, Budget Officer  
Division of Child Development

  
\_\_\_\_\_  
Date:



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

AGENDA ITEM

# 4/11a

MEETING DATE 2-4-08  
~~704-283-3848~~

704-283-3897 Fax

TO: County Commissioners

FROM: John Petoskey  
Tax Administrator *JP*

DATE: January 15, 2008

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending December 31, 2007 is attached for your information and review.

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

Attachment

JP/PH



**DECEMBER 2007  
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

<b>DECEMBER 31, 2007 REGULAR TAX</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>
BEGINNING CHARGE	116,321,184.50	96,167,989.72	86,166,287.04	75,920,433.59
DISCOVERIES	8,680.43			
FARM DEFERMENTS	697.80	1,653.72	1,366.28	1,290.38
RELEASES	(100,394.07)	(1,454.33)	(352.02)	
<b>TOTAL CHARGE</b>	<b>116,230,168.66</b>	<b>96,168,189.11</b>	<b>86,167,301.30</b>	<b>75,921,723.97</b>
BEGINNING COLLECTIONS	61,743,992.94	95,154,825.33	85,708,555.30	75,643,930.70
COLLECTIONS	23,755,796.29	106,951.95	60,972.92	54,294.42
<b>TOTAL COLLECTIONS</b>	<b>85,499,789.23</b>	<b>95,261,777.28</b>	<b>85,769,528.22</b>	<b>75,698,225.12</b>
BALANCE OUTSTANDING	30,730,379.43	906,411.83	397,773.08	223,498.85
<b>PERCENTAGE OF REGULAR</b>	<b>73.56%</b>	<b>99.06%</b>	<b>99.54%</b>	<b>99.71%</b>
<b>DECEMBER 31, 2007 MOTOR VEHICLE</b>				
BEGINNING CHARGE	6,304,443.77	10,337,215.92	10,040,676.71	8,186,747.40
7TH M/V BILLING	1,010,678.01			
ASSESSOR RELEASE	(17,478.21)	(1,140.96)	(129.34)	(0.55)
ASSESSOR REFUND	(1,021.99)	(510.57)	(387.71)	(110.41)
COLLECTOR RELEASE	(7,096.95)	(1,101.41)		
COLLECTOR REFUND	(1,184.53)	(173.53)		
REIMBURSEMENTS	4,003.64	1,386.90	350.43	104.02
ADJUSTMENTS	36.00	7.07	1.35	0.51
<b>TOTAL CHARGE</b>	<b>7,292,379.74</b>	<b>10,335,683.42</b>	<b>10,040,511.44</b>	<b>8,186,740.97</b>
BEGINNING COLLECTIONS	4,367,758.15	9,961,069.08	9,932,607.83	8,121,363.66
COLLECTIONS	1,089,342.86	67,270.05	1,804.80	548.44
<b>TOTAL COLLECTIONS</b>	<b>5,457,101.01</b>	<b>10,028,339.13</b>	<b>9,934,412.63</b>	<b>8,121,912.10</b>
BALANCE OUTSTANDING	1,835,278.73	307,344.29	106,098.81	64,828.87
<b>PERCENTAGE OF MOTOR VEHICLE</b>	<b>74.83%</b>	<b>97.03%</b>	<b>98.94%</b>	<b>99.21%</b>
<b>OVERALL CHARGED</b>	<b>123,522,548.40</b>	<b>106,503,872.53</b>	<b>96,207,812.74</b>	<b>84,108,464.94</b>
<b>OVERALL COLLECTED</b>	<b>90,956,890.24</b>	<b>105,290,116.41</b>	<b>95,703,940.85</b>	<b>83,820,137.22</b>
<b>OVERALL PERCENTAGE</b>	<b>73.64%</b>	<b>98.86%</b>	<b>99.48%</b>	<b>99.66%</b>

**DECEMBER 2007  
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

<b>DECEMBER 31, 2007 REGULAR TAX</b>	<b>2003</b>	<b>2002</b>	<b>2001</b>	<b>2000</b>
BEGINNING CHARGE	60,653,392.42	51,674,762.82	48,122,816.89	43,553,122.94
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
<b>TOTAL CHARGE</b>	<b>60,653,392.42</b>	<b>51,674,762.82</b>	<b>48,122,816.89</b>	<b>43,553,122.94</b>
BEGINNING COLLECTIONS	60,499,459.11	51,575,534.01	48,052,088.43	43,505,570.61
COLLECTIONS	8,104.35	800.35	451.12	106.59
<b>TOTAL COLLECTIONS</b>	<b>60,507,563.46</b>	<b>51,576,334.36</b>	<b>48,052,539.55</b>	<b>43,505,677.20</b>
BALANCE OUTSTANDING	145,828.96	98,428.46	70,277.34	47,445.74
<b>PERCENTAGE OF REGULAR</b>	<b>99.76%</b>	<b>99.81%</b>	<b>99.85%</b>	<b>99.89%</b>
<b>DECEMBER 31, 2007 MOTOR VEHICLE</b>				
BEGINNING CHARGE	-	-	-	-
7TH M/V BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
<b>TOTAL CHARGE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
<b>TOTAL COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
BALANCE OUTSTANDING	-	-	-	-
<b>PERCENTAGE OF MOTOR VEHICLE</b>				
<b>OVERALL CHARGED</b>	<b>60,653,392.42</b>	<b>51,674,762.82</b>	<b>48,122,816.89</b>	<b>43,553,122.94</b>
<b>OVERALL COLLECTED</b>	<b>60,507,563.46</b>	<b>51,576,334.36</b>	<b>48,052,539.55</b>	<b>43,505,677.20</b>
<b>OVERALL PERCENTAGE</b>	<b>99.76%</b>	<b>99.81%</b>	<b>99.85%</b>	<b>99.89%</b>

**DECEMBER 2007  
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

<b>DECEMBER 31, 2007 REGULAR TAX</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>
BEGINNING CHARGE	40,736,859.08	37,964,034.52	35,335,292.87
DISCOVERIES			
FARM DEFERMENTS			
RELEASES			
<b>TOTAL CHARGE</b>	<b>40,736,859.08</b>	<b>37,964,034.52</b>	<b>35,335,292.87</b>
BEGINNING COLLECTIONS	40,695,648.38	37,934,884.39	35,315,953.31
COLLECTIONS	92.09	101.87	9.49
<b>TOTAL COLLECTIONS</b>	<b>40,695,740.47</b>	<b>37,934,986.26</b>	<b>35,315,962.80</b>
BALANCE OUTSTANDING	41,118.61	29,048.26	19,330.07
<b>PERCENTAGE OF REGULAR</b>	<b>99.90%</b>	<b>99.92%</b>	<b>99.95%</b>
<b>DECEMBER 31, 2007 MOTOR VEHICLE</b>			
BEGINNING CHARGE	-	-	-
7TH M/V BILLING	-	-	-
ASSESSOR RELEASE	-	-	-
ASSESSOR REFUND	-	-	-
COLLECTOR RELEASE	-	-	-
COLLECTOR REFUND	-	-	-
REIMBURSEMENTS	-	-	-
ADJUSTMENTS	-	-	-
<b>TOTAL CHARGE</b>	<b>-</b>	<b>-</b>	<b>-</b>
BEGINNING COLLECTIONS	-	-	-
COLLECTIONS	-	-	-
<b>TOTAL COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>
BALANCE OUTSTANDING	-	-	-
<b>PERCENTAGE OF MOTOR VEHICLE</b>			
<b>OVERALL CHARGED</b>	<b>40,736,859.08</b>	<b>37,964,034.52</b>	<b>35,335,292.87</b>
<b>OVERALL COLLECTED</b>	<b>40,695,740.47</b>	<b>37,934,986.26</b>	<b>35,315,962.80</b>
<b>OVERALL PERCENTAGE</b>	<b>99.90%</b>	<b>99.92%</b>	<b>99.95%</b>

# UNDS JANUARY 2008

Name	Ref #	Real Value	Pers. Value	UCGT	UCLL	CountySch CSGT-999	HembyGT	StallGT	Lanes Cr	Total
JUNGE ELLEN T & GLORIA L LALLY	3758	57,770		410.80				15.13		425.93
NJN ASSOCIATES CORP	3772		65,160	463.35	48.00					511.35
CASKEY PERRY DANIEL JR & WF AM	3782	16,070		114.27						114.27
BAUCOM RANDALL SCOTT & LISA M	3788	13,160		93.58						93.58
GRIFFITH DAVID L & JOSEPHINE	3790	21,370		151.96				5.60		157.56
WILLIAMS JAMES S & ANNETTE	3791	30,760		218.74			11.60			230.34
HORNE TRINA R & HUSBAND ROBER	3794	33,530		238.43						238.43
COLLINS THOMAS A	3797	14,810		105.31					50.00	155.31
<b>07</b>		<b>187,470</b>	<b>65,160</b>	<b>1,796.44</b>	<b>48.00</b>	<b>-</b>	<b>11.60</b>	<b>20.73</b>	<b>50.00</b>	<b>1,926.77</b>
CASKEY PERRY DANIEL JR & WF AM	3783	16,070		102.32						102.32
FOSTER WILLIAM R JR & STEVE NAS	3789	13,160		83.79						83.79
WILLIAMS JAMES S & ANNETTE E	3792	30,760		195.85			14.27			210.12
<b>06</b>		<b>29,230</b>	<b>-</b>	<b>381.96</b>	<b>-</b>	<b>-</b>	<b>14.27</b>	<b>-</b>	<b>-</b>	<b>396.23</b>
CASKEY PERRY DANIEL JR & WF AM	3784	16,070		89.99		11.25				101.24
<b>05</b>		<b>16,070</b>	<b>-</b>	<b>89.99</b>	<b>-</b>	<b>11.25</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>101.24</b>
CASKEY PERRY DANIEL JR & WF AM	3785	16,070		84.37		11.25				95.62
<b>04</b>		<b>16,070</b>	<b>-</b>	<b>84.37</b>	<b>-</b>	<b>11.25</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>95.62</b>
CASKEY PERRY DANIEL JR & WF AM	3786	15,830		83.90		11.08				94.98

MEETING DATE 2-4-08

UNDS JANUARY 2008										
Name	Rel #	Real Value	Pers. Value	UCGT	UCLL	CountySch CSGT-999	HembyGT	StallGT	Lanes Cr	Total
03		15,830	-	83.90	-	11.08	-	-	-	94.98
CASKEY PERRY DANIEL JR & WF AM	3787	15,830		74.48		11.08				85.56
02		15,830	-	74.48	-	11.08	-	-	-	85.56
ALS - ALL YEARS		280,500	65,160	2,511.14	48.00	44.66	25.87	20.73	50.00	2,700.40

ASSES JANUARY 2008

Name	Rel.#	Real Value	Pers. Value	UCGT	UCLL	CountySch	CSGT-999	CSLL-99	HembyGT	HembyLL	StallGT	StallLL	WesleyGT	WesleyLL	AllensFF	StackFF	Total
SECRET INVESTMENTS LLC	3763	92,130		9,361.56													9,361.56
LADAL LLC	3753	514,040		3,655.34													3,655.34
AIRHAVEN HOMEOWNERS ASSOCIA	3754	1,260		8.89					0.47								9.36
AIRHAVEN HOMEOWNERS ASSOCIA	3755	1,300		9.24							0.34						9.58
AIRHAVEN HOMEOWNERS ASSOCIA	3758	2,390		17.00					0.90								17.90
LAKAS EKATERINI	3757	38,750		275.56													275.56
MILLS LARRY T	3759	89,750		638.21												45.00	883.21
ASTMAN KODAK COMPANY	3760		185,750	1,320.87													1,320.87
CENTRAL SERVICE PRINTING LTD	3761		4,860	34.56							1.27						35.83
WEBER BRUCE WILLIAM & SHARON K	3762		6,702	61.86													61.86
DI-PER IMPORTS	3767		25,000	177.78	17.78								4.18	0.42			200.16
CASTILLO JOSE SOTO	3770		18,590	132.19	13.22												145.41
IC COLLECTIBLES	3771		25,000	177.78	17.78												195.56
ITACK GARY	3773		14,280	101.40	10.14												111.54
BROOKWOOD HOMES BUILDERS INC	3774	236,740		1,683.46							62.03						1,745.49
ENKINS ROBERT J & MARY	3775	32,400		230.40									5.41				235.81
CITICORP VENDOR FINANCE INC	3776		59,710	32.07							1.18						33.25
GLOBAL SUPPLY & LOGISTICS INC	3777		28,750	204.44	20.44								4.80	0.48			230.16
DISCOUNT TIRE & AUTO INC	3778				15.97												15.97
EQ LLC	3779		152,000	1,080.87													1,080.87
COCHRANE STEEL INDUSTRIES INC	3780		31,635	224.98	22.50				11.93	1.19							260.58
COCHRANE STEEL INDUSTRIES INC	3781		31,635	224.96	22.50				11.93	1.19							260.58
BEAVER BILLY GRIGGS & WIFE DORIS	3793		9,850	70.11													70.11
EASTER CONRAD C & MARY VAUGHN	3795	89,980		639.85												50.00	689.85
		1,108,580	585,892	20,363.36	140.33				25.23	2.38	64.82	0.59	14.39	0.90	50.00	45.00	20,707.00
SECRET INVESTMENTS LLC	3764	92,130		8,382.09													8,382.09
AMAZING AUTOS INC	3768		28,750	183.05	18.31						12.77	1.28					215.41
AMAZING AUTOS INC	3789		25,000	140.00	14.00	17.50	1.75				9.75	0.98					183.88
EASTER CONRAD C & MARY VAUGHN	3786	89,980		572.90												50.00	622.90
		182,110	53,750	9,278.04	32.31	17.50	1.75				22.52	2.26			50.00		9,404.38
SECRET INVESTMENTS LLC	3765	92,130		7,372.34			921.54										8,293.88
		92,130		7,372.34			921.54										8,293.88
SECRET INVESTMENTS LLC	3766	92,130		6,911.57			921.54										7,833.11
		92,130		6,911.57			921.54										7,833.11
		1,474,960	639,642	43,925.31	172.64	1,860.58	1.75	25.23	2.38	87.34	2.85	14.39	0.90	100.00	45.00		46,236.37