

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**Regular Meeting**  
**Monday, April 21, 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)

**6:15 P.M. - Closed Session**

1. **Opening of Meeting**
  - a. Invocation - Rev. Chris Edwards, Grace Baptist Church of South Charlotte
  - b. Pledge of Allegiance - Led by Members of Troop 46, Siler Presbyterian Church
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. **Assistant County Manager's Comments**
6. **Child Abuse Prevention and Sexual Assault Awareness Month Proclamation**  
**ACTION REQUESTED:** Adopt Proclamation
7. **North Carolina Department of Transportation**
  - a. Presentation of 2008-2009 Secondary Road Construction Program
  - b. Resolution by Board of Commissioners to Accept the Program  
**ACTION REQUESTED:** Adopt Resolution accepting 2008-2009 Secondary Construction Program as presented
8. **Union County Partnership for Progress - Economic Development Report**  
**ACTION REQUESTED:** Receive as information
9. **Request for Abandonment of an 1864 Foot Portion of Unionville-Indian Trail Road (SR 1367) at the Relocation of Unionville-Indian Trail Road Near Poplin Road in Union County**  
**ACTION REQUESTED:** Adopt resolution

10. **Extension of Hospital Lease**  
**ACTION REQUESTED:** Consider proposed terms of new lease or amendment to current lease and authorize County Manager to approve either a new lease with the Charlotte-Mecklenburg Hospital Authority (CMHA) or an amendment to the current three-party lease with Union Memorial Regional Medical Center, Inc. (a subsidiary of CMHA), and CMHA.
11. **Veterans Day Celebration - "Tora, Tora, Tora" Flying Presentation Proposal**  
**ACTION REQUESTED:** Authorize staff to coordinate with the City of Monroe and develop an interlocal agreement
12. **Public Works Department - Presentation of IMG Final Report**  
**ACTION REQUESTED:** Receive as information
13. **Request from *The Charlotte Observer* for Release of Billing Information Regarding Water Violations**  
**ACTION REQUESTED:** Consider request
14. **Status Update on Wesley Chapel/Weddington Athletic Association Matter (Requested as an Agenda Item by Commissioner Openshaw at April 7, 2008, meeting)**  
**ACTION REQUESTED:** Receive as information
15. **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. Adult Care Home Community Advisory Committee
  - d. Union County Home and Community Care Block Grant Advisory Committee (2 Vacancies as of December 2007)
  - e. Nursing Home Advisory Committee
  - f. Board of Health (Vacancy as of January 2008 for a Licensed Optometrist)
  - g. 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)
  - h. Industrial Facilities and Pollution Control Financing Authority (2 Vacancies as of May 2008)
  - i. Centralina Council of Governments - Comprehensive Economic Development Commission**ACTION REQUESTED:** Announce vacancies
16. **Interim Manager's Comments**
17. **Commissioners' Comments**

**CONSENT AGENDA**  
**April 21, 2008**

1. **Contracts Over \$5,000**
  - a. HDR Engineering, Inc. of the Carolinas (Task Order #43) - Agreement to Provide Water Allocation Review and Policy Development
  - b. Hazen & Sawyer, P.C. - Agreement to Prepare Wastewater Pump Station Design Manual (Task Order #19)

**ACTION REQUESTED:** Authorize Interim County Manager to approve Items a - b
2. **Minutes**

**ACTION REQUESTED:** Approve
3. **Tax Administrator**
  - a. Ninth Motor Vehicle Refund Register for the Period of March 1, 2008 - March 31, 2008, in the Net Grand Total of \$2,260.17-
  - b. Ninth Motor Vehicle Release Register for the Period of March 1, 2008 - March 31, 2008, in the Net Grand Total of \$9,947.67-
  - c. Departmental Monthly Report for March 2008

**ACTION REQUESTED:** Approve a-c
4. **Health Department**
  - a. Adopt Budget Amendment #43 in the Amount of \$9,037 to Appropriate Grant Funds from March of Dimes for Smoke Free Babies  
**ACTION REQUESTED:** Adopt Budget Amendment #43
  - b. Position Reclassification  
**ACTION REQUESTED:** Delete temporary part-time Public Health Nurse II (.40 FTE) and add regular part-time Public Health Nurse II (.50 FTE)
5. **Finance Department**
  - a. Motor Vehicle Tax Refund Overpayments for March 2008 in the Amount of \$13,351.67  
**ACTION REQUESTED:** Approve
6. **FY 09 Grant Application for the Criminal Justice Partnership Program**

**ACTION REQUESTED:** Authorize staff to submit the CJPP grant application (No County Match Required)
7. **Resolution Supporting Continued State Funding of the Juvenile Crime Prevention Council Program (JCPC)**

**ACTION REQUESTED:** Adopt resolution
8. **Social Services/Child Care Services**

**ACTION REQUESTED:** Adopt Budget Amendment #44 Increasing State Funding by \$135,036
9. **Modification to Fee Schedule for Use of Agri-Services Center**

**ACTION REQUESTED:** Approve modification of fee schedule

10. **Replacement Copy of Resolution of Union County Board of Commissioners Establishing a System of Rural Fire Protection in Union County for Sandy Ridge Volunteer Fire Department (The original executed Resolution has been misplaced and is needed by the Department of Insurance)**  
**ACTION REQUESTED:** Ratify the adoption of the resolution effective on April 7, 1997

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**Information Only  
No Action Requested  
April 21, 2008**

1. Department of Inspection's Monthly Report for March 2008
2. Personnel Department's Monthly Report for March 2008



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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 Thursday, April 17, 2008, at 12 o'clock noon 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 reviewing and discussing items on the agenda for the April 21, 2008, Board of Commissioners' meeting, a draft copy of which is attached to this notice. The Board will be taking no action during this special meeting.

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Allan Baucom, Chairman  
Union County Board of Commissioners

**DRAFT**

**DRAFT**

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## **PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will hold a special meeting on Monday, April 21, 2008, at 6:15 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session: 1) to prevent the disclosure of information that is privileged or confidential pursuant to G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1); and 2) 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

AGENDA # 6  
MEETING DATE 4-21-08

**Child Abuse Prevention and  
Sexual Assault Awareness Month  
Proclamation**

*Whereas*, child maltreatment is a community problem and finding solutions depends on involvement among people throughout our community;

*Whereas*, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope;

*Whereas*, child abuse and neglect can be reduced by making sure each family has the support it needs to raise their children in a healthy environment;

*Whereas*, over 111,000 children were reported as abused and neglected in North Carolina last year;

*Whereas*, 34 children in North Carolina died as a result of child abuse during the year 2006.

*Whereas*, over 81% of the sexual assault victims served by the United Family Services' Rape Crisis/Tree House Children's Advocacy Center programs during 2006-2007 were children under the age of 18;

*Whereas*, the Union County Department of Social Services accepted 1,642 reports of child abuse in Union County representing over 3,531 children in 2006;

*Whereas*, 1 in 4 girls and 1 in 6 boys will be sexually abused before they reach 18;

*Whereas*, child abuse and neglect not only directly harm children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking;

*Whereas*, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment;

*Whereas*, effective child abuse and sexual violence prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

*Therefore*, the Union County Board of Commissioners does hereby proclaim April as Child Abuse Prevention and Sexual Assault Awareness Month in Union County, and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this 21st day of April, 2008.

Attest:

\_\_\_\_\_  
Lynn G. West, Clerk to the Board

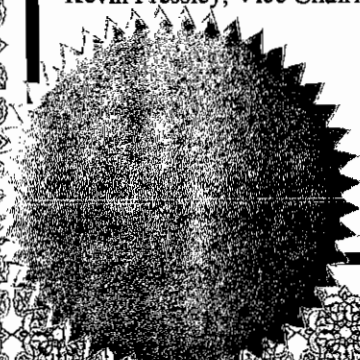
\_\_\_\_\_  
Kevin Pressley, Vice Chairman

\_\_\_\_\_  
Allan Baucom, Chairman

\_\_\_\_\_  
A. Parker Mills, Jr., Commissioner

\_\_\_\_\_  
Lanny Openshaw, Commissioner

\_\_\_\_\_  
Roger Lane, Commissioner



AGENDA ITEM

#

7adb

MEETING DATE

4-21-08



"W. D. 'David' Gillette"  
<wdgillette@dot.state.nc.us>

04/09/2008 03:16 PM

To West@co.union.nc.us

cc "John W. Underwood" <JUnderwood@dot.state.nc.us>

bcc

Subject April 21st Board agenda item - NCDOT

Lynn,

Please find attached the Department of Transportation annual Secondary Road Program for Union County. John Underwood requests that this be added to the Monday, April 21, 2008 Board of County Commissioners meeting agenda. I am also faxing the public notice that needs to be posted prior to the meeting.

Thank you for your help. If there are any questions I can be reached at (704) 283-5941



New Sec. Program.doc

**North Carolina Department of Transportation  
Secondary Roads Construction Program**

**Union County**

FY 2009 Anticipated Allocation

Highway Fund	\$ <u>1,604,274</u>
Trust Fund	\$ <u>952,265</u>
Plus Balance From 2007	\$ <u>202,687</u>
Total	\$ <u>2,759,226</u>

**I. Paving Unpaved Roads**

**Programmed Paving Goal: 4.19 Miles**

A. Rural Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
1	SR 1103	1.85	Maggie Robinson Road from SR 1102 to SCL	\$535,877
2	SR 1553	1.18	Brent Haigler Road from SR 1520 to NC 218	\$311,628
*3	SR 1600	1.16	Hopewell Ch. Rd. from EOP to Cab. CL	\$247,081

Total Miles 4.19

Subtotal \$ 1,094,586

\* See Note

\* Rural Paving Alternates

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
1	SR 1120	.25	H. B. Starnes Road, From SR 1212 to End of Maint.	\$91,805
2	SR 1789	.36	Horne Road, From SR 1741 to End of Maint.	\$145,538
3	SR 2246	.26	Burgess Helms Road, From SR 2126 to End of Maint.	\$79,063
4	SR 1949	.60	L.J. Whitley Road, From SR 1941 to End of Maint.	\$244,364
5	SR 2143	.35	Avery Parker Road, From NC 200 to End of Maint.	\$110,446

B. Subdivision Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>

Total Miles \_\_\_\_\_

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\* In the event that any roads in priority have to be placed on the "Hold List" due to unavailable right of way or environmental review, or if additional funding becomes available, funds will be applied to the roads listed in priority order in the paving alternate list.

**II. General Secondary Road Improvements**

A. Paved Road Improvements

<u>SR No.</u>	<u>Project Description</u>	<u>Est. Cost</u>
SR 1007	Rocky River Road from NC 75 to NC 200 South	\$1,104,000

Subtotal \$ 1,104,000

B. Unpaved Road Spot Improvements

Subtotal \$ \_\_\_\_\_

**III. Trust Fund Safety Improvements (GS 136-182)**

<u>SR No.</u>	<u>Project Description</u>	<u>Est. Cost</u>
SR 1627	New Salem Road, Improve intersection at NC 200 N	\$24,000

Subtotal \$ \_\_\_\_\_

**IV. Funds reserved for surveying, right of way acquisition,  
acquisition, road additions, contingencies, overdrafts,  
and paving entrances to certified fire departments,  
rescue squads, etc.**

**\*Partially Funded \$ 247,081  
Fully Funded = \$ 341,931**

Subtotal \$ 441,790

GRAND TOTAL \$ 2,664,376

RESOLUTION BY THE UNION COUNTY  
BOARD OF COMMISSIONERS

BE IT HEREBY RESOLVED that the Union County Board of Commissioners accepts the 2008-2009 Secondary Road Program for Union County as presented on April 21, 2008, and recorded below:

**North Carolina Department of Transportation  
Secondary Roads Construction Program**

**Union County**

FY <u>2009</u> Anticipated Allocation	
Highway Fund	\$ <u>1,604,274</u>
Trust Fund	\$ <u>952,265</u>
Plus Balance From 2007	\$ <u>202,687</u>
<b>Total</b>	<b>\$ <u>2,759,226</u></b>

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GRAND TOTAL \$ 2,664,376

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Allan Baucom, Chairman

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: April 21, 2008**

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

**SUBJECT:** Union County Partnership for Progress - Economic Development Report

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

**ATTACHMENT(S):** \_\_\_\_\_ **INFORMATION CONTACT:** \_\_\_\_\_

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Receive as information

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

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

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

AGENDA ITEM:

# 9  
4-21-08

RESOLUTION REQUESTING ABANDONMENT OF A PORTION OF STR 1367

WHEREAS, pursuant to N.C.G.S. § 136-63, the Union County Board of Commissioners (the "Board") may, upon its own motion or on petition from a citizen or group of citizens, request that the Board of Transportation change or abandon any road in the secondary system when the best of interest of the people of the county will be served thereby; and

WHEREAS, by letter dated December 6, 2007, from Marc Morgan, District Engineer for NCDOT, to Lynn West, Union County has received an Abandonment Petition filed by The Mathisen Company, a copy of which is attached and incorporated herein by reference as Exhibit A, requesting abandonment of an 1,864' portion of Unionville-Indian Trail Road (SR 1367); and

WHEREAS, the portion for which abandonment is requested (the "Subject Portion") is fully described in a survey provided by The Mathisen Company, attached and incorporated herein by reference as Exhibit B; and

WHEREAS, The Mathisen Company asserts that it owns all real property directly adjacent to S.R. 1367; and

WHEREAS, Union County Public Works Department has confirmed that Union County has no existing facilities in the Subject Portion, all County water lines having been relocated to the new right-of-way, as indicated in the e-mail attached and incorporated herein by reference as Exhibit C; and

WHEREAS, based on the foregoing, Union County knows of no public interest that would be served by the State's continued upkeep and maintenance of the Subject Portion.

NOW, THEREFORE BE IT RESOLVED that pursuant to N.C.G.S. § 136-63, the Union County Board of Commissioners does hereby request that the Board of Transportation abandon the Subject Portion for purposes of upkeep and maintenance.

This resolution is adopted this the 21<sup>st</sup> day of April, 2008.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

DIVISION OF HIGHWAYS  
December 6, 2007

W. LYNDO TIPPETT  
SECRETARY

Ms Lynn West  
Office of The Commissioners  
500 N. Main Street  
Monroe NC, 28112

Subject: Request for County Resolution (SR-2) for abandonment of (1864')  
Portion of Unionville Indian Trail Road State Road 1367 at the relocation of Unionville  
Indian Trail Road near Poplin Road in Union County

Dear Ms. West

We have been petitioned to abandon this portion of Unionville Indian Trail Road from the State Maintained Road System. This portion of road can be recommended for abandonment upon receipt of a resolution from the Union County Commissioners

Therefore, our office requests your assistance in obtaining a resolution (SR-2). Please provide an approved Form SR-2 from Union County if this request is acceptable to the Union County Commissioners

Thank you for your prompt attention to this matter. If you have any questions, please feel free to call me at 289-1397.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc P. Morgan".

Marc P. Morgan, P.E.  
District Engineer

MPM/cet

cc: File

*12/11/07 - Original sent to Jeff Cantelano*



**North Carolina Department of Transportation  
Division of Highways  
Abandonment Petition**

North Carolina

County of Union

Petition request for the abandonment of Secondary Road S.R.#1367 from the State.

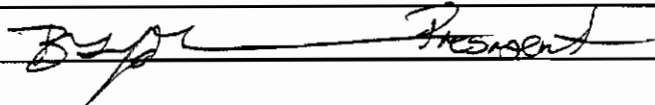
Maintained System

We the under signed, being all of the property owners on Secondary Road S.R.#1367  
in Union County do hereby request the Division of Highways of the Department of  
Transportation to abandon the road from the State Maintained System.

**PROPERTY OWNERS**

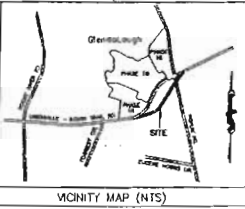
<u>Name</u>	<u>Address</u>
The Mathisen Company	6208 Creft Circle Suite 230 Indian Trail, NC 28079

Tel: 704-882-1193 Fax: 704-882-1195



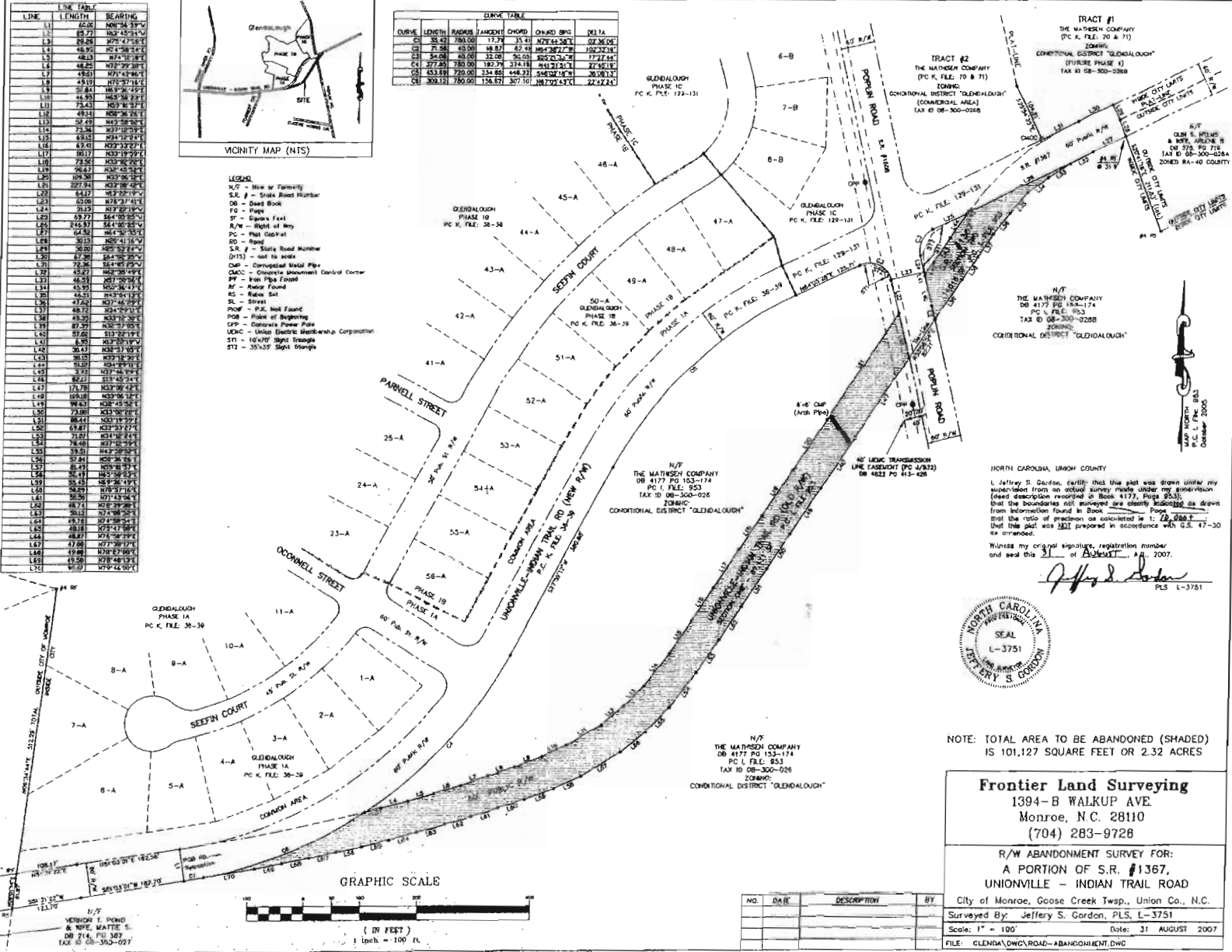
C-116

LINE	LENGTH	BEARING
L1	62.02	N08°34'37"W
L2	65.77	N53°03'47"W
L3	89.28	N75°47'31"E
L4	48.95	N24°28'24"E
L5	48.13	S74°10'28"E
L6	48.25	N72°39'38"E
L7	49.51	N71°42'46"E
L8	45.19	N70°27'14"E
L9	51.84	N67°24'25"E
L10	44.95	N65°34'22"E
L11	73.34	N57°37'47"E
L12	49.34	N56°36'28"E
L13	57.49	N43°38'08"E
L14	73.36	N37°37'22"E
L15	63.12	N34°12'41"E
L16	63.41	N32°32'22"E
L17	80.17	N30°17'22"E
L18	73.36	N28°05'00"E
L19	56.87	N26°45'45"E
L20	59.38	N25°06'14"E
L21	227.94	N23°39'48"E
L22	54.37	N22°27'17"E
L23	62.00	N19°27'41"E
L24	31.13	N17°27'19"E
L25	59.77	S64°00'25"W
L26	145.97	S64°00'25"W
L27	64.32	N64°16'35"E
L28	30.13	N59°31'16"E
L29	36.50	S25°52'24"W
L30	57.88	N54°05'29"E
L31	72.26	S24°47'25"W
L32	43.27	N42°39'49"E
L33	43.41	N42°39'49"E
L34	43.93	N32°36'43"E
L35	43.41	N43°00'13"E
L36	47.41	N42°17'11"E
L37	48.72	S34°17'11"E
L38	43.25	N33°11'05"E
L39	87.29	N32°11'05"E
L40	57.68	S13°20'19"E
L41	4.92	N12°20'19"E
L42	38.43	N38°11'05"E
L43	38.10	N37°18'20"E
L44	31.13	N34°09'11"E
L45	37.92	N27°44'59"E
L46	82.41	S15°45'41"E
L47	171.78	N32°38'42"E
L48	169.18	N33°38'11"E
L49	98.63	N28°12'52"E
L50	73.88	N33°08'21"E
L51	86.44	N28°19'27"E
L52	61.87	N28°12'14"E
L53	71.87	N34°16'24"E
L54	38.46	N44°28'21"E
L55	35.51	N44°28'21"E
L56	37.84	N58°36'28"E
L57	36.49	N57°37'22"E
L58	36.49	N57°37'22"E
L59	35.45	N67°36'19"E
L60	40.79	N67°36'19"E
L61	30.50	N71°43'04"E
L62	46.71	N74°08'20"E
L63	49.12	N74°08'20"E
L64	49.78	N77°38'07"E
L65	49.88	N78°27'42"E
L66	48.87	N78°27'42"E
L67	47.88	N77°38'07"E
L68	49.88	N78°27'42"E
L69	49.50	N78°48'13"E
L70	91.03	N79°44'30"E



- LEGEND**
- N/T - New or Temporary
  - S.C. # - State Road Number
  - DB - Deed Book
  - FD - Pipe
  - ST - Square Feet
  - R/W - Right of Way
  - PO - Post Offset
  - RD - Road
  - S.R. # - State Road Number
  - (NTS) - not to scale
  - CBP - Corrugated Metal Pipe
  - QACC - Concrete Monument Control Center
  - PP - Iron Pipe Found
  - RF - Rebar Found
  - RS - Rebar Set
  - SL - Street
  - POW - P.O. Well Found
  - POB - Pole of Beginning
  - CFP - Concrete Power Pole
  - MEMC - Union Electric Membership Corporation
  - STI - (1/4)"/(1/4)" Sight Triangle
  - ST2 - 35'x35' Sight Triangle

CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEG.	DELTA
C1	35.43	780.00	17.74	35.41	N72°44'58"E	02°36'00"
C2	21.56	430.00	10.87	21.49	N64°39'27"E	10°27'18"
C3	54.08	430.00	32.28	54.01	N52°02'56"E	17°27'44"
C4	377.85	780.00	182.79	374.18	N41°31'51"E	27°46'18"
C5	433.88	780.00	234.88	448.27	S48°32'18"W	26°08'13"
C6	308.13	780.00	156.57	307.10	N47°02'47"E	22°43'24"



NORTH CAROLINA, UNION COUNTY  
 I, Jeffrey S. Gordon, certify that this plat was drawn under my supervision from an actual survey made under my supervision (see description recorded in Book 4177, Page 853) and that the boundaries not surveyed are clearly indicated as drawn from information found in Book \_\_\_\_\_ Page \_\_\_\_\_ and that the ratio of precision as indicated is 1:25,000 and that this plat was (has) prepared in accordance with U.S. 47-30 as amended.  
 Witness my original signature, registration number and seal this 31<sup>st</sup> day of AUGUST, 2007.  
*Jeffrey S. Gordon*  
 PLS L-3751



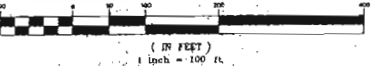
NOTE: TOTAL AREA TO BE ABANDONED (SHADED) IS 101,127 SQUARE FEET OR 2.32 ACRES

**Frontier Land Surveying**  
 1394-B WALKUP AVE  
 Monroe, N.C. 28110  
 (704) 283-9728

R/W ABANDONMENT SURVEY FOR:  
 A PORTION OF S.R. #1367,  
 UNIONVILLE - INDIAN TRAIL ROAD

City of Monroe, Goose Creek Twp., Union Co., N.C.  
 Surveyed By: Jeffrey S. Gordon, PLS, L-3751  
 Scale: 1" = 100' Date: 31 AUGUST 2007  
 FILE: GLENDA/DWC/ROAD-ABANDONMENT.DWG

NO.	DATE	DESCRIPTION	BY



E. H. H. B.

**Exhibit C**



Jeff Crook/UnionCounty  
04/15/2008 01:34 PM

To: Jeff Crook/UnionCounty@UnionCounty  
cc  
bcc  
Subject: Fw: Right-of-Way Abandonment - Glendalough Development

-----Forwarded by Christie Putnam/UnionCounty on 04/07/2008 04:25PM -----

To: Christie Putnam/UnionCounty@UnionCounty  
From: Larry Davis/UnionCounty  
Date: 04/07/2008 04:14PM  
Subject: Re: Fw: Right-of-Way Abandonment - Glendalough Development

Christie,  
We do **not** have any utilities in the above mentioned right-of-way. All our water lines have been removed and relocated to the new Unionville-Indian Trail Road 60 foot R/W.  
Larry C. Davis  
Engineering Assistant  
Office Phone - 704-296-4219  
Fax - 704-296-4232  
Email - [larrydavis@co.union.nc.us](mailto:larrydavis@co.union.nc.us)

-----Christie Putnam/UnionCounty wrote: -----

To: Larry Davis/UnionCounty@UnionCounty  
From: Christie Putnam/UnionCounty  
Date: 04/07/2008 10:49AM  
Subject: Fw: Right-of-Way Abandonment - Glendalough Development

Can you have someone look into this.

THanks

Christie Putnam, P.E.  
Union County  
Public Works Director  
500 N. Main St  
Monroe, NC 28112  
704.296.4212  
704.296.4232(fax)  
[cputnam@co.union.nc.us](mailto:cputnam@co.union.nc.us)

-----Forwarded by Christie Putnam/UnionCounty on 04/07/2008 10:49AM -----

To: Christie Putnam/UnionCounty@UnionCounty  
From: Courtney P Ritchie/UnionCounty  
Date: 04/04/2008 05:02PM  
cc: Jeff Crook/UnionCounty@UnionCounty  
Subject: Right-of-Way Abandonment - Glendalough Development

Christie,

Chris ~~Mathisen~~, of The ~~Mathisen~~ Company, would like the BOC to adopt a resolution approving the



abandonment of a portion of S.R. # 1367, Unionville-Indian Trail Rd. in the Glendalough development. Would you be able to tell me whether there are any utilities running through this right-of-way? I'm not sure what information you will need from me in order to locate this particular right-of-way. I can bring you a copy of the survey showing the right-of-way if that would be helpful. There is no particular rush on this. We are trying to get the resolution on the BOC's April 21st agenda.

Thank you!

Courtney Ritchie



Carolinas Medical Center  
Union

AGENDA ITEM

# 10

MEETING DATE 4-21-08

April 10, 2008

Richard Black  
Interim County Manager  
Union County  
500 North Main Street Room 921  
Monroe, NC 28112

Re: Agenda for meeting of Union County Board of Commissioners on April 21, 2008

Dear Mr. Black:

This letter is to request that you place the following item on the agenda for the April 21, 2008, meeting of the Union County Board of Commissioners:

Amendment and extension of Amended and Restated Lease Agreement by and among Union County, The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System and Union Memorial Regional Medical Center, Inc..

Please contact me if you have any questions.

Sincerely,

Tom Williams  
Chairman  
CMC-Union Community Trustee Council

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT  
Meeting Date: 4/21/08**

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

**SUBJECT:**                     Veteran's Day Celebration                    

**DEPARTMENT:**           Homeland Security                          **PUBLIC HEARING:**           No                    

**ATTACHMENT(S):**                     Tora, Tora, Tora Proposal                          **INFORMATION CONTACT:**                     Patrick Beekman                    

**TELEPHONE NUMBERS:**                     704-292-2670                    

---

**DEPARTMENT'S RECOMMENDED ACTION:** For your consideration

**BACKGROUND:** The City of Monroe and the Veterans Celebration Committee are requesting that the County allocate \$40,000 for the "Tora, Tora, Tora" flying presentation team to be the headline attraction at this year's "Warriors & Warbirds Weekend Veterans Celebration" at the Monroe Airport. This request is being submitted outside the normal budget cycle because the Monroe City Council requested for you to consider this request prior to May 1.

**FINANCIAL IMPACT:** \$40,000

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

---

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

---

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

TORA TORA TORA  
REQUEST FOR COUNTY FUNDS  
WARRIORS & WARBIRDS WEEKEND  
VETERANS CELEBRATION

EXPENSES FOR PERFORMANCE OF TORA TORA TORA

\$40,000.00 will cover the following costs-

Two day show (8 aircraft) including pyrotechnics,  
Lodging for support crews (17 rooms) 27 people,  
Vehicles including 6 cars and support equipment,  
Fuel for two days of pyrotechnics,  
20gallons of Phillips 25-60 aviation oil,  
Smoke oil, 80gallons,  
Food and refreshments for 27 people for two days,  
Additional fuel for media day on Friday before the event,  
Dumpster for pyrotechnics location and clean up,  
Fire bottle for aircraft starting and,  
Field preparation for pyrotechnics.

The Veterans Celebration Committee greatly appreciates your consideration for funding these performers who honor our service men and women, past and present.

Bob Russell  
Robert Yanacsek

Veterans Celebration Committee

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: 4/21/2008

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

**SUBJECT:** IMG Final Report

**DEPARTMENT:** Public Works                      **PUBLIC HEARING:** Choose one....

**ATTACHMENT(S):** \_\_\_\_\_ **INFORMATION CONTACT:**  
Christie Putnam

**TELEPHONE NUMBERS:**  
704.296.4212  
704.296.2625

---

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

**BACKGROUND:** The Public Works Advisory Board recommended a performance/process review of Union County Public Works. The Board previously authorized this effort be completed by IMG. The report is now finalized and will be presented to the Board.

**FINANCIAL IMPACT:** None

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

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

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

**From:** Brett Vines/UnionCounty  
**To:** "Sulock, Rebecca" <rsulock@charlotteobserver.com>

**AGENDA ITEM.** 13

**Date:** Tuesday, April 08, 2008 12:59PM  
**Subject:** RE: Water violations

# \_\_\_\_\_  
**MEETING DATE** 4-21-08

Your request will have to be approved by the BOCC at their April 21 meeting. See below:

The Board of Commissioners may release billing information, as such term is defined in N.C.G.S. 132-1.1(c), of customers who violate, or have violated, the provisions of this Ordinance, when the Board in its sole discretion and acting pursuant to N.C.G.S. 132-1.1(c)(2), determines that the release of such billing information during times of mandatory water conservation is necessary to assist Union County to maintain the integrity and quality of services it provides.

-----"Sulock, Rebecca" <rsulock@charlotteobserver.com> wrote: -----

To: "BrettVines@co.union.nc.us" <BrettVines@co.union.nc.us>  
From: "Sulock, Rebecca" <rsulock@charlotteobserver.com>  
Date: 04/08/2008 11:41AM  
Subject: RE: Water violations

Can you please send me their names?

-----Original Message-----

**From:** BrettVines@co.union.nc.us [mailto:BrettVines@co.union.nc.us]  
**Sent:** Tuesday, April 08, 2008 11:40 AM  
**To:** Sulock, Rebecca  
**Subject:** Re: Water violations

10

-----"Sulock, Rebecca" <rsulock@charlotteobserver.com> wrote: -----

To: "BrettVines@co.union.nc.us" <BrettVines@co.union.nc.us>  
From: "Sulock, Rebecca" <rsulock@charlotteobserver.com>  
Date: 04/08/2008 10:52AM  
Subject: Water violations

Hi Brett,

How many people have had their water cut off because they repeatedly violated the county's water restrictions?

thanks,

R

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 4/21/2008**

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

**SUBJECT:** Wesley Chapel/ Weddington Athletic Association \_\_\_\_\_

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

**ATTACHMENT(S):** \_\_\_\_\_ **INFORMATION CONTACT:**  
Christie Putnam

\_\_\_\_\_  
**TELEPHONE NUMBERS:**  
704.296.4212

---

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

**BACKGROUND:** Staff will present a status report on discussions with WCWAA.

**FINANCIAL IMPACT:** None

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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  
Office of Geospatial and Technology Management  
4719 Mail Service Center • Raleigh, NC 27699-4719

Michael F. Easley  
Governor

Bryan E. Beatty  
Secretary

April 4, 2008

Ms. Amy Helms, P.E.  
Assistant Director  
Infrastructure and Environment  
Union County  
Post Office Box 1398  
Monroe, North Carolina 28111-1398

Reference: Request for Review of the Optimist Park Grading/Flood Analysis

Dear Ms. Helms:

At your request, the National Flood Insurance Program (NFIP) Engineer for the North Carolina Floodplain Management Branch (FMB), Ed Curtis, P.E., CFM, reviewed a grading/flood analysis report prepared by Yarbrough-Williams & Houle, Inc. for Optimist Park in Weddington, North Carolina. The analysis report is titled "Flood Analysis for Wesley Chapel Weddington Athletic Association – Optimist Park, Revised 11-27-07". The report is signed and sealed by Marc Anthony Houle, P.E. and Joseph E. Whaley, Jr., P.E. Your request provided in a letter dated December 11, 2007 states that the purpose of the grading/flood analysis is to show that, by removing some of the fill material previously placed at the site, the remaining fill does not increase flood levels on the West Fork of Twelve Mile Creek. An inventory of the report as provided to the FMB does not include a No-Impact certification.

Federal Emergency Management Agency (FEMA) guidelines for No-Impact studies specify no increases in flood levels greater than 0.00 feet. The FMB review indicates that, at cross sections 35361 and W, there are increases of 0.02 feet in the base (100-year) flood elevations from the Corrected Effective model (which represents the topographic conditions along this reach of the West Fork of Twelve Mile Creek prior to development Optimist Park) to the Existing model (which represents the proposed topographic conditions after removal of some of the fill material previously placed at the site). There is also a 0.01 foot increase in the 100-year floodway elevation at cross section W. As noted in your request letter, the analysis does not demonstrate that the remaining fill will cause no increase in flood levels and based on our review of the data

Location: 1812 Tillery Place, Suite 105 • Raleigh, NC 27604 • (919) 715-5711

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provided, the FMB agrees the Optimist Park grading/flood analysis report would not support a No-Impact certification as defined by the FEMA. Please note, without a valid No-impact study and certification, and as long as fill material remains in place that will cause a rise over flood conditions prior to the placement of fill, the Optimist Park site is considered to be in violation of the requirements of the NFIP as enacted in the Union County Flood Damage Prevention Ordinance. To remedy the violation, the owner of the site must either (a) remove all fill material, and any other obstructions from the regulatory floodway; or (b) provide a valid No-Impact study and certification demonstrating that removal of some of the fill material and/or other mitigation measures allow the site to be developed without increasing flood levels.

If the violation is not remedied by one of these methods, Union County may be subject to sanctions imposed by the FEMA. Initially, the FEMA will provide written notice that the county will be placed on probation following a 90-day notice period. If the violation is not remedied to the FEMA's satisfaction during the 90-day period, the probation period will begin and a \$50 premium will be charged on any flood insurance policies sold or renewed in the county.

If the violation is still not remedied to the FEMA's satisfaction during the probation period, the FEMA may elect to suspend Union County from the NFIP. While on suspension, flood insurance policies cannot be sold or renewed and federally-backed mortgages, grants or loans cannot be issued for development in Special Flood Hazard Areas. Also, federal and state disaster assistance will not be available for flood-damaged structures located in Special Flood Hazard Areas.

If the owner of the Optimist Park site plans to pursue a No-Impact study as an approach to remedying the violation, we have noted several additional items / issues in the grading/flood analysis that we suggest be modified from the methodology as presented by Yarbrough-Williams & Houle, Inc.:

1. The "Summary of Cross Section Elevations" table in the report shows the same starting water surface elevation for the HEC-RAS floodway runs as is used for the base flood elevation runs in each of the Duplicate Effective, Corrected Effective, and Existing models. The starting water surface elevation for the floodway runs should be set to the floodway elevation from the Effective model.
2. The FEMA's Guideline and Specifications (G&S) for Flood Hazard Mapping Partners Appendix A: Guidance for Aerial Mapping and Survey, section A.4.3 Vertical Accuracy states:

*"...which of the following standards the digital topographic data will be compiled: Standard 2-foot equivalent contour interval accuracy (Accuracy = 1.2 foot) appropriate for flat terrain; Standard 4-foot equivalent contour interval accuracy (Accuracy = 2.4 foot) appropriate for rolling to hilly terrain; or Some alternative standard".*



Additionally, the G&S shows in Appendix A table A-3 Digital Topographic Data Requirements Checklist that contour intervals of 5 feet or of higher detail are required. Further, Appendix A section A.4.6 Cross Sections states

*“For detailed flood hazard analyses, the assigned Mapping Partner shall survey cross sections immediately upstream and downstream of bridges and culverts, using field survey methods, to include survey of channel invert elevations (the elevation at the deepest part of a channel cross section). The Mapping Partner shall survey intermediate cross sections when bridges or culverts are more than 1,000 feet apart, especially where a significant change in conveyance occurs between cross sections”.*

The narrative of the grading/flood analysis report states that the source of the topographic data for additional cross sections in the Corrected Effective model is USGS topographic data. USGS quadrangle maps in that area have 10 foot contour intervals and thus do not meet the requirements of the FEMA's G&S. Please note that the North Carolina Floodplain Mapping Program (NCFMP) collected LIDAR elevation data in Union County during the winter of 2002-2003 and this data is available upon request from the NCFMP and can be used to generate accurate topographic maps with 3 foot contours. From our review, it appears the topographic source does not meet the intent of the FEMA G&S and we recommend an acceptable source of topographic data be used to develop cross sections for the Corrected Effective model.

3. The narrative of the grading/flood analysis report states that floodway boundary locations for cross sections X, Y, and Z for the Corrected Effective model are based on the effective FIRM and Union County GIS. This results in floodway widths that are significantly wider than those in the Effective model. Although the floodway widths on the FIRM do not match those in the Effective model, they are within FEMA tolerances for floodplain mapping. The floodway boundary locations at published cross sections in the Duplicate Effective, Corrected Effective, and Existing models must all be based on the stations in the Effective model and FIS. The floodway boundary locations for additional cross sections can be scaled from the effective FIRM in between published cross sections.
4. The Manning's n values for the channel are reduced from 0.06 in the Duplicate Effective model to 0.04 in the Corrected Effective model. No explanation is provided in the narrative for this change. Documentation (i.e. photos, field reconnaissance) should be provided.
5. The Manning's n values on the left overbank are reduced from 0.045 in the Corrected Effective model to 0.025 in the Existing model. The areas where the lower value is used include both ball fields and the area between the ball fields and the stream. Verification should be provided that this area is maintained to the same standard as the ball fields, or else a different Manning's n value should be used.
6. The Manning's n value of 0.025 is lower than the values typically used in this type of modeling and does not allow for the presence of any obstructions, however minimal they may or may not be. The grading plan indicates that there are fences, dugouts, bleachers, score boards, goal posts, etc. located in the floodway and flood fringe areas. These features are not modeled as blocked obstructions in the Existing model. It is



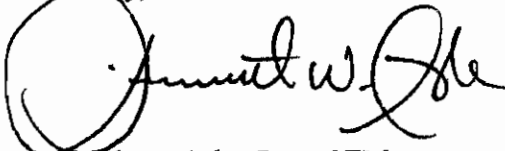
Ms. Helms  
April 4, 2008  
Page 4

recommended that the Existing model be modified to include these obstructions. Alternatively, the Manning's n value should be changed to a higher value that accounts for the presence of the obstructions.

7. Comparison of the cross sections in the Corrected Effective and Existing models shows topographic modifications on the right side of the West Fork of Twelve Mile Creek (looking downstream). Since the proposed modifications only apply to the Optimist Park property on the left side of the stream, it is recommended that the same cross sections should be used on the right side of the stream in both models.

I hope this assessment of the Optimist Park grading/flood analysis and the accompanying recommendations will be useful in your discussions with Yarbrough-Williams & Houle, Inc. regarding this project. Please contact me or Ed Curtis if you have questions or need additional information.

Sincerely,



Kenneth W. Ashe, P.E., CFM  
Assistant Director

c: Ed Curtis, P.E., CFM, NC NFIP Engineer  
John Gerber, P.E., CFM, NC NFIP State Coordinator  
File





North Carolina Department of Crime Control and Public Safety  
Division of Emergency Management  
Office of Geospatial and Technology Management  
4719 Mail Service Center • Raleigh, NC 27699-4719

Michael F. Easley  
Governor

Bryan E. Beatty  
Secretary

April 4, 2008

Ms. Amy Helms, P.E.  
Assistant Director  
Infrastructure and Environment  
Union County  
Post Office Box 1398  
Monroe, North Carolina 28111-1398

Reference: Request for Review of the Optimist Park Grading/Flood Analysis

Dear Ms. Helms:

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Federal Emergency Management Agency (FEMA) guidelines for No-Impact studies specify no increases in flood levels greater than 0.00 feet. The FMB review indicates that, at cross sections 35361 and W, there are increases of 0.02 feet in the base (100-year) flood elevations from the Corrected Effective model (which represents the topographic conditions along this reach of the West Fork of Twelve Mile Creek prior to development Optimist Park) to the Existing model (which represents the proposed topographic conditions after removal of some of the fill material previously placed at the site). There is also a 0.01 foot increase in the 100-year floodway elevation at cross section W. As noted in your request letter, the analysis does not demonstrate that the remaining fill will cause no increase in flood levels and based on our review of the data



provided, the FMB agrees the Optimist Park grading/flood analysis report would not support a No-Impact certification as defined by the FEMA. Please note, without a valid No-impact study and certification, and as long as fill material remains in place that will cause a risc over flood conditions prior to the placement of fill, the Optimist Park site is considered to be in violation of the requirements of the NFIP as enacted in the Union County Flood Damage Prevention Ordinance. To remedy the violation, the owner of the site must either (a) remove all fill material, and any other obstructions from the regulatory floodway; or (b) provide a valid No-Impact study and certification demonstrating that removal of some of the fill material and/or other mitigation measures allow the site to be developed without increasing flood levels.

If the violation is not remedied by one of these methods, Union County may be subject to sanctions imposed by the FEMA. Initially, the FEMA will provide written notice that the county will be placed on probation following a 90-day notice period. If the violation is not remedied to the FEMA's satisfaction during the 90-day period, the probation period will begin and a \$50 premium will be charged on any flood insurance policies sold or renewed in the county.

If the violation is still not remedied to the FEMA's satisfaction during the probation period, the FEMA may elect to suspend Union County from the NFIP. While on suspension, flood insurance policies cannot be sold or renewed and federally-backed mortgages, grants or loans cannot be issued for development in Special Flood Hazard Areas. Also, federal and state disaster assistance will not be available for flood-damaged structures located in Special Flood Hazard Areas.

If the owner of the Optimist Park site plans to pursue a No-Impact study as an approach to remedying the violation, we have noted several additional items / issues in the grading/flood analysis that we suggest be modified from the methodology as presented by Yarbrough-Williams & Houle, Inc.:

1. The "Summary of Cross Section Elevations" table in the report shows the same starting water surface elevation for the HEC-RAS floodway runs as is used for the base flood elevation runs in each of the Duplicate Effective, Corrected Effective, and Existing models. The starting water surface elevation for the floodway runs should be set to the floodway elevation from the Effective model.
2. The FEMA's Guideline and Specifications (G&S) for Flood Hazard Mapping Partners Appendix A: Guidance for Aerial Mapping and Survey, section A.4.3 Vertical Accuracy states:

*"...which of the following standards the digital topographic data will be compiled: Standard 2-foot equivalent contour interval accuracy (Accuracyz = 1.2 foot) appropriate for flat terrain; Standard 4-foot equivalent contour interval accuracy (Accuracyz = 2.4 foot) appropriate for rolling to hilly terrain; or Some alternative standard".*



Additionally, the G&S shows in Appendix A table A-3 Digital Topographic Data Requirements Checklist that contour intervals of 5 feet or of higher detail are required. Further, Appendix A section A.4.6 Cross Sections states

*“For detailed flood hazard analyses, the assigned Mapping Partner shall survey cross sections immediately upstream and downstream of bridges and culverts, using field survey methods, to include survey of channel invert elevations (the elevation at the deepest part of a channel cross section. The Mapping Partner shall survey intermediate cross sections when bridges or culverts are more than 1,000 feet apart, especially where a significant change in conveyance occurs between cross sections”.*

The narrative of the grading/flood analysis report states that the source of the topographic data for additional cross sections in the Corrected Effective model is USGS topographic data. USGS quadrangle maps in that area have 10 foot contour intervals and thus do not meet the requirements of the FEMA's G&S. Please note that the North Carolina Floodplain Mapping Program (NCFMP) collected LIDAR elevation data in Union County during the winter of 2002-2003 and this data is available upon request from the NCFMP and can be used to generate accurate topographic maps with 3 foot contours. From our review, it appears the topographic source does not meet the intent of the FEMA G&S and we recommend an acceptable source of topographic data be used to develop cross sections for the Corrected Effective model.

3. The narrative of the grading/flood analysis report states that floodway boundary locations for cross sections X, Y, and Z for the Corrected Effective model are based on the effective FIRM and Union County GIS. This results in floodway widths that are significantly wider than those in the Effective model. Although the floodway widths on the FIRM do not match those in the Effective model, they are within FEMA tolerances for floodplain mapping. The floodway boundary locations at published cross sections in the Duplicate Effective, Corrected Effective, and Existing models must all be based on the stations in the Effective model and FIS. The floodway boundary locations for additional cross sections can be scaled from the effective FIRM in between published cross sections.
4. The Manning's n values for the channel are reduced from 0.06 in the Duplicate Effective model to 0.04 in the Corrected Effective model. No explanation is provided in the narrative for this change. Documentation (i.e. photos, field reconnaissance) should be provided.
5. The Manning's n values on the left overbank are reduced from 0.045 in the Corrected Effective model to 0.025 in the Existing model. The areas where the lower value is used include both ball fields and the area between the ball fields and the stream. Verification should be provided that this area is maintained to the same standard as the ball fields, or else a different Manning's n value should be used.
6. The Manning's n value of 0.025 is lower than the values typically used in this type of modeling and does not allow for the presence of any obstructions, however minimal they may or may not be. The grading plan indicates that there are fences, dugouts, bleachers, score boards, goal posts, etc. located in the floodway and flood fringe areas. These features are not modeled as blocked obstructions in the Existing model. It is

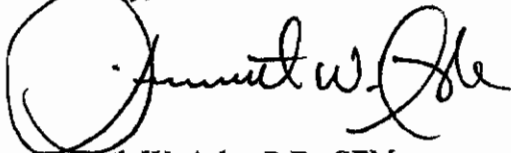


recommended that the Existing model be modified to include these obstructions. Alternatively, the Manning's n value should be changed to a higher value that accounts for the presence of the obstructions.

7. Comparison of the cross sections in the Corrected Effective and Existing models shows topographic modifications on the right side of the West Fork of Twelve Mile Creek (looking downstream). Since the proposed modifications only apply to the Optimist Park property on the left side of the stream, it is recommended that the same cross sections should be used on the right side of the stream in both models.

I hope this assessment of the Optimist Park grading/flood analysis and the accompanying recommendations will be useful in your discussions with Yarbrough-Williams & Houle, Inc. regarding this project. Please contact me or Ed Curtis if you have questions or need additional information.

Sincerely,



Kenneth W. Ashe, P.E., CFM  
Assistant Director

- c: Ed Curtis, P.E., CFM, NC NFIP Engineer  
John Gerber, P.E., CFM, NC NFIP State Coordinator  
File



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: April 21, 2008**

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

---

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

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**DEPARTMENT:** Board of  
Commissioners

**PUBLIC HEARING:** No

---

**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Lynn G. West  
Clerk to the Board

---

**TELEPHONE NUMBERS:**

704-283-3853

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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. Adult Care Home Community Advisory Committee
- d. Union County Home and Community Care Block Grant Advisory Committee (2 Vacancies as of December 2007)
- e. Nursing Home Advisory Committee
- f. Board of Health (Vacancy as of January 2008 for a Licensed Optometrist)
- g. 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)
- h. Industrial Facilities and Pollution Control Financing Authority (2 Vacancies as of May 2008)
- i. Centralina Council of Governments - Comprehensive Economic Development Commission

**FINANCIAL IMPACT:**



---

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

AGENDA ITEM  
 # 411a-b  
 MEETING DATE 4-21-08

Contract Summary of Major Terms and Conditions

4-21-2008

Reference	Vendor Name	Purpose	Payment Terms	Comprehensive Plans	Budget Amend.	S#
<b>Consent Agenda Item - Contracts Over \$5,000 (List)</b>						
A	HDR Engineering, Inc. of the Carolinas	Agreement to provide water allocation review and policy development (Task Order # 43).	\$ 82,494 Lump sum amount (NTE)	Operating Budget – 2008 Operating Budget – 2009	n/a	1923
B	Hazen & Sawyer, P.C.	Agreement to prepare wastewater pump station design manual (Task Order # 19). Purpose of manual is to standardize the design, layout, and equipment selection of developer and County constructed pump stations.	\$ 60,700 Lump sum amount (NTE)	Operating Budget – 2008 Operating Budget – 2009	n/a	1916



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

AGENDA ITEM

# 4/3a  
MEETING DATE 704-283-3616 2-08  
704-283-3616 Fax

John C. Petoskey  
Tax Administrator

**MEMORANDUM**

**TO:** Kai Nelson  
Finance

**FROM:** John C. Petoskey  
Tax Administrator

**DATE:** Monday, March 31, 2008

**RE:** Ninth Motor Vehicle Release/Refund Register

I hereby certify the following releases/refunds that were made during the period of 03/01/2008–03/31/2008. The releases/refunds represent releases/refunds of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

--- MOTOR VEHICLE SYSTEM ---

Assessor Refund Register for the period 03/01/2008 to 03/31/2008

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Rate		-----Total-----		
			Year	Year	--Value--	---Tax---	---Int---
10	County.....	CN99999	2006	2005	0	268.92-	.00
10	County.....	CN99999	2006	2006	18,300	199.46-	.00
10	County.....	CN99999	2007	2006	21,850	547.35-	.00
10	County.....	CN99999	2007	2007	108,904	816.83-	3.38-
Net Totals.....					149,054	1,832.56-	3.38-
76	School dist - Monroe.....	SC100	2006	2005	54,920	.00	.00
77	School dist - County.....	SC999	2006	2005	54,920-	33.62-	.00
Net Totals.....					0	33.62-	.00
39	Fire Dist - Stallings.....	FR020	2007	2007	23,080	6.05-	.00
37	Fire dist - Wesley Chapel.....	FR026	2007	2007	2,954	.49-	.00
34	Fire Dist - Waxhaw.....	FR028	2007	2007	20,000	10.26-	.00
Net Totals.....					46,034	16.80-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2005	54,920	.00	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2006	11,140	.00	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	64,298	17.10-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	17,770	138.05-	.00
78	220120 Taxes Payable - Marshville...	MN04000	2006	2006	18,300	77.22-	.00
78	220120 Taxes Payable - Marshville...	MN04000	2007	2006	3,850	14.63-	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2007	2007	20,000	68.00-	.00
78	220140 Taxes Payable - Stallings.....	MN07000	2007	2007	23,080	57.70-	.00
78	220135 Taxes Payable - Unionville...	MN09800	2007	2006	0	1.03-	.00
78	220135 Taxes Payable - Unionville...	MN09800	2007	2007	17,280	3.46-	.10-
Net Totals.....					230,638	377.19-	.10-
84	220000 NC State Interest.....	NC00000	2006	2005	0	.00	.00
84	220000 NC State Interest.....	NC00000	2006	2006	0	.00	.00
84	220000 NC State Interest.....	NC00000	2007	2006	0	.00	.00
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00	3.7
Net Totals.....					0	.00	3.7
Net Grand Totals.....						2,260.17-	7.2

MEETING DATE

#

AGENDA ITEM



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

AGENDA ITEM

4/36

704-283-3746

704-283-3616 Fax

4-21-08

John C. Petoskey  
Tax Administrator

**MEMORANDUM**

**TO:** Kai Nelson  
Finance

**FROM:** John C. Petoskey  
Tax Administrator

**DATE:** Monday, March 31, 2008

**RE:** Ninth Motor Vehicle Release/Refund Register

I hereby certify the following releases/refunds that were made during the period of 03/01/2008-03/31/2008. The releases/refunds represent releases/refunds of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

MEM-1-11-08

--- MOTOR VEHICLE SYSTEM ---

Assessor Release Register for the period 03/01/2008 to 03/31/2008

(Summary)

---Bdg No---	-----Description-----	---Key---	Bill Year	Rate Year	-----Value-----	Total Tax	-----Int-----
10	County.....	CN99999	2006	2004	0	4.58-	.85-
10	County.....	CN99999	2006	2005	0	45.93-	3.58-
10	County.....	CN99999	2006	2006	86,270	636.30-	48.99-
10	County.....	CN99999	2007	2006	115,710	1,214.17-	40.26-
10	County.....	CN99999	2007	2007	885,402	6,637.95-	52.77-
Net Totals.....					1,087,382	8,538.93-	146.45-
77	School dist - County.....	SC999	2006	2004	0	.62-	.20-
77	School dist - County.....	SC999	2006	2005	0	5.75-	.43-
Net Totals.....					0	6.37-	.63-
32	Fire Dist - Springs.....	FR015	2007	2007	122,058	38.08-	.17-
39	Fire Dist - Stallings.....	FR020	2007	2006	13,500	11.07-	.45-
39	Fire Dist - Stallings.....	FR020	2007	2007	102,612	29.57-	.22-
38	Fire dist - Hemby Bridge..	FR023	2006	2006	60,260	27.96-	2.03-
38	Fire dist - Hemby Bridge..	FR023	2007	2006	17,960	12.52-	.09-
38	Fire dist - Hemby Bridge..	FR023	2007	2007	41,362	15.59-	.00
37	Fire dist - Wesley Chapel:	FR026	2007	2006	37,750	5.74-	.33-
37	Fire dist - Wesley Chapel:	FR026	2007	2007	147,741	24.68-	.01-
34	Fire Dist - Waxhaw.....	FR028	2007	2006	0	17.52-	.36-
34	Fire Dist - Waxhaw.....	FR028	2007	2007	88,410	45.35-	.06-
Net Totals.....					631,653	228.08-	3.72-
78	220125 Taxes Payable - Marvin.....	MN01000	2007	2007	95,350	50.23-	.04-
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2006	63,630	392.15-	34.66-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	22,090	206.31-	1.88-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	65,015-	282.25	10.99-
78	220170 Taxes Payable - Wingate.....	MN03000	2006	2005	0	6.45-	.67-
78	220170 Taxes Payable - Wingate.....	MN03000	2006	2006	0	.00	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2007	2007	20,330	79.29-	.00
78	220120 Taxes Payable - Marshville...	MN04000	2007	2006	3,850-	14.63	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2007	2006	0	108.86-	1.09-
78	220150 Taxes Payable - Waxhaw.....	MN05000	2007	2007	48,410	164.60-	.39-
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2006	31,460	40.49-	.74-
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2007	61,222	115.46-	.42-
78	220140 Taxes Payable - Stallings.....	MN07000	2007	2006	0	28.59-	1.19-
78	220140 Taxes Payable - Stallings.....	MN07000	2007	2007	46,615	116.55-	1.40-
78	220160 Taxes Payable - Weddington...	MN08000	2007	2007	20,000	6.00-	.00
78	220115 Taxes Payable - Lake Park.....	MN09000	2006	2006	60,260	138.60-	10.05-
78	220175 Taxes Payable - Fairview.....	MN09300	2006	2006	5,530	1.11-	.11-
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2007	2007	12,140	2.43-	.00

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

Assessor Release Register for the period 03/01/2008 to 03/31/2008

(Summary)

78	220135	Taxes Payable - Unionville...	MN09800	2007	2007	43,270	8.65-	.07-
78	220155	Taxes Payable - Mnrl Springs..	MN09900	2007	2007	20,000	5.40-	.00
Net Totals.....:						481,442	1,174.29-	63.70-
84	220000	NC State Interest.....	NC00000	2006	2004	0	.00	.16-
84	220000	NC State Interest.....	NC00000	2006	2005	0	.00	1.74-
84	220000	NC State Interest.....	NC00000	2006	2006	0	.00	35.89-
84	220000	NC State Interest.....	NC00000	2007	2006	0	.00	31.41-
84	220000	NC State Interest.....	NC00000	2007	2007	0	.00	70.20-
Net Totals.....:						0	.00	139.40-
Net Grand Totals.....:							9,947.67-	353.90-



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

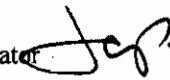
AGENDA ITEM:

# 4/3c

MEETING DATE 4/21/08

~~704-283-3848~~  
704-283-3897 Fax

TO: Richard Black  
Interim County Manager

FROM: John Petoskey  
Tax Administrator 

DATE: April 11, 2008

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending March 31, 2008 is attached for your information and review.

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

Attachment

JP/PH



**MARCH 2008  
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

<b>MARCH 31, 2008 REGULAR TAX</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>
BEGINNING CHARGE	219,833.76	116,232,937.85	96,182,111.23	86,181,787.09
DISCOVERIES	7,953.51			
FARM DEFERMENTS		1,357.27	5,501.71	5,095.45
RELEASES	(19,971.96)	(11,756.30)	(1,029.60)	(573.11)
<b>TOTAL CHARGE</b>	<b>207,815.31</b>	<b>116,222,538.82</b>	<b>96,186,583.34</b>	<b>86,186,309.43</b>
BEGINNING COLLECTIONS	11,934.59	110,904,539.17	95,388,097.64	85,802,457.18
COLLECTIONS	72,194.11	1,629,194.58	56,144.22	13,803.59
<b>TOTAL COLLECTIONS</b>	<b>84,128.70</b>	<b>112,533,733.75</b>	<b>95,444,241.86</b>	<b>85,816,260.77</b>
BALANCE OUTSTANDING	123,686.61	3,688,805.07	742,341.48	370,048.66
<b>PERCENTAGE OF REGULAR</b>	<b>40.48%</b>	<b>96.83%</b>	<b>99.23%</b>	<b>99.57%</b>
<b>MARCH 31, 2008 MOTOR VEHICLE</b>				
BEGINNING CHARGE		9,103,097.19	10,330,466.22	10,040,568.90
10TH M/V BILLING		937,654.80		
ASSESSOR RELEASE		(8,052.24)	(721.14)	
ASSESSOR REFUND		(1,380.98)	(502.00)	
COLLECTOR RELEASE		(4,797.36)	(240.10)	
COLLECTOR REFUND		(1,710.61)	(201.53)	
REIMBURSEMENTS		5,764.45	2,671.66	93.00
ADJUSTMENTS		29.24	2.67	0.28
<b>TOTAL CHARGE</b>	<b>-</b>	<b>10,030,604.49</b>	<b>10,331,475.78</b>	<b>10,040,662.18</b>
BEGINNING COLLECTIONS		7,345,275.41	10,131,272.98	9,944,443.08
COLLECTIONS		815,876.55	39,100.97	4,146.00
<b>TOTAL COLLECTIONS</b>	<b>-</b>	<b>8,161,151.96</b>	<b>10,170,373.95</b>	<b>9,948,589.08</b>
BALANCE OUTSTANDING		1,869,452.53	161,101.83	92,073.10
<b>PERCENTAGE OF MOTOR VEHICLE</b>	<b>#DIV/0!</b>	<b>81.36%</b>	<b>98.44%</b>	<b>99.08%</b>
<b>OVERALL CHARGED</b>	<b>207,815.31</b>	<b>126,253,143.31</b>	<b>106,518,059.12</b>	<b>96,226,971.61</b>
<b>OVERALL COLLECTED</b>	<b>84,128.70</b>	<b>120,694,885.71</b>	<b>105,614,615.81</b>	<b>95,764,849.85</b>
<b>OVERALL PERCENTAGE</b>	<b>40.48%</b>	<b>95.60%</b>	<b>99.15%</b>	<b>99.52%</b>

**MARCH 2008  
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

<b>MARCH 31, 2008 REGULAR TAX</b>	<b>2004</b>	<b>2003</b>	<b>2002</b>	<b>2001</b>
BEGINNING CHARGE	75,933,890.20	60,653,392.42	51,674,762.82	48,122,816.89
DISCOVERIES				
FARM DEFERMENTS	4,019.49			
RELEASES	(588.83)			
<b>TOTAL CHARGE</b>	<b>75,937,320.86</b>	<b>60,653,392.42</b>	<b>51,674,762.82</b>	<b>48,122,816.89</b>
BEGINNING COLLECTIONS	75,710,262.89	60,511,300.82	51,577,435.10	48,053,571.29
COLLECTIONS	6,120.81	1,792.45	317.62	402.73
<b>TOTAL COLLECTIONS</b>	<b>75,716,383.70</b>	<b>60,513,093.27</b>	<b>51,577,752.72</b>	<b>48,053,974.02</b>
BALANCE OUTSTANDING	220,937.16	140,299.15	97,010.10	68,842.87
<b>PERCENTAGE OF REGULAR</b>	<b>99.71%</b>	<b>99.77%</b>	<b>99.81%</b>	<b>99.86%</b>
<b>MARCH 31, 2008 MOTOR VEHICLE</b>				
BEGINNING CHARGE	8,186,835.30	-	-	-
10TH M/V BILLING		-	-	-
ASSESSOR RELEASE		-	-	-
ASSESSOR REFUND		-	-	-
COLLECTOR RELEASE		-	-	-
COLLECTOR REFUND		-	-	-
REIMBURSEMENTS	342.08	-	-	-
ADJUSTMENTS		-	-	-
<b>TOTAL CHARGE</b>	<b>8,187,177.38</b>	<b>-</b>	<b>-</b>	<b>-</b>
BEGINNING COLLECTIONS	8,124,365.64	-	-	-
COLLECTIONS	2,009.05	-	-	-
<b>TOTAL COLLECTIONS</b>	<b>8,126,374.69</b>	<b>-</b>	<b>-</b>	<b>-</b>
BALANCE OUTSTANDING	60,802.69	-	-	-
<b>PERCENTAGE OF MOTOR VEHICLE</b>	<b>99.26%</b>			
<b>OVERALL CHARGED</b>	<b>84,124,498.24</b>	<b>60,653,392.42</b>	<b>51,674,762.82</b>	<b>48,122,816.89</b>
<b>OVERALL COLLECTED</b>	<b>83,842,758.39</b>	<b>60,513,093.27</b>	<b>51,577,752.72</b>	<b>48,053,974.02</b>
<b>OVERALL PERCENTAGE</b>	<b>99.67%</b>	<b>99.77%</b>	<b>99.81%</b>	<b>99.86%</b>

**MARCH 2008  
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

<b>MARCH 31, 2008 REGULAR TAX</b>	<b>2000</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>
BEGINNING CHARGE	43,553,122.94	40,736,859.08	37,964,034.52	35,335,292.87
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
<b>TOTAL CHARGE</b>	<b>43,553,122.94</b>	<b>40,736,859.08</b>	<b>37,964,034.52</b>	<b>35,335,292.87</b>
BEGINNING COLLECTIONS	43,506,595.16	40,696,295.25	37,935,421.71	35,316,198.87
COLLECTIONS	106.86	20.64	20.69	0.16
<b>TOTAL COLLECTIONS</b>	<b>43,506,702.02</b>	<b>40,696,315.89</b>	<b>37,935,442.40</b>	<b>35,316,199.03</b>
BALANCE OUTSTANDING	46,420.92	40,543.19	28,592.12	19,093.84
<b>PERCENTAGE OF REGULAR</b>	<b>99.89%</b>	<b>99.90%</b>	<b>99.92%</b>	<b>99.95%</b>
<b>MARCH 31, 2008 MOTOR VEHICLE</b>				
BEGINNING CHARGE	-	-	-	-
10TH 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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OVERALL CHARGED</b>	<b>43,553,122.94</b>	<b>40,736,859.08</b>	<b>37,964,034.52</b>	<b>35,335,292.87</b>
<b>OVERALL COLLECTED</b>	<b>43,506,702.02</b>	<b>40,696,315.89</b>	<b>37,935,442.40</b>	<b>35,316,199.03</b>
<b>OVERALL PERCENTAGE</b>	<b>99.89%</b>	<b>99.90%</b>	<b>99.92%</b>	<b>99.95%</b>

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: April 21, 2008

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

**SUBJECT:** SMOKE-FREE BABIES GRANT

---

**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

**ATTACHMENT(S):**

**INFORMATION CONTACT:**  
Phillip Tarte

**TELEPHONE NUMBERS:**

704-296-4801

---

**DEPARTMENT'S RECOMMENDED ACTION:** Accept \$9,037.84 in funding from the March Of Dimes for the Smoke-Free Babies program.

**BACKGROUND:** This program will end this fiscal year (June 30, 2008). \$9,037 has been received by the Health Promotions department to be spent in this program during the remainder of this fiscal year.

**FINANCIAL IMPACT:** No additional county funds requested.

Increase the following revenue line:

10451151-4840-13541     \$9,037

Increase the following expenditure lines:

10551151-5121-13541     \$6,193

10551151-5260-13541     \$1,002

10551151-5325-13541     \$ 10

10551151-5393-13541     \$ 88

10551151-5397-13541     \$1,744

TOTAL     \$9,037

---

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

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## BUDGET AMENDMENT

**BUDGET** Health Department **REQUESTED BY** Phillip Tarte  
**FISCAL YEAR** FY2008 **DATE** April 21, 2008

**INCREASE**

**DECREASE**

<u>Description</u>		<u>Description</u>	
<u>Operating Expenses</u>	<u>9,037</u>		
<u>Misc Revenue</u>	<u>9,037</u>		

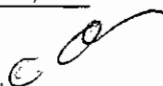
**Explanation:** Appropriate Grant funds from March of Dimes for Smoke Free Babies

**DATE** \_\_\_\_\_ **APPROVED BY** \_\_\_\_\_  
Bd of Comm/County Manager  
Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

<b><u>DEBIT</u></b>			<b><u>CREDIT</u></b>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
<u>10551151-5121-13541</u>	<u>Salaries &amp; Wages</u>	<u>6,193</u>	<u>10451151-4840-13541</u>	<u>Misc Revenue</u>	<u>9,037</u>
<u>10551151-5260-13541</u>	<u>Office Supplies</u>	<u>1,002</u>			
<u>10551151-5325-13541</u>	<u>Postage</u>	<u>10</u>			
<u>10551151-5393-13541</u>	<u>Temp Svcs</u>	<u>88</u>			
<u>10551151-5397-13541</u>	<u>Incentives</u>	<u>1,744</u>			
<b>Total</b>		<b><u>9,037</u></b>	<b>Total</b>		<b><u>9,037</u></b>

Prepared By bl  
 Posted By \_\_\_\_\_  
 Date \_\_\_\_\_

  
 Number 43

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: April 21, 2008**

**Action Agenda Item No. 4/46**  
(Central Admin. use only)

**SUBJECT:** RECLASSIFY A TPT PUBLIC HEALTH NURSE II (40%) TO A RPT  
PUBLIC HEALTH NURSE II (50%)

---

**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

---

**ATTACHMENT(S):**  
Position Classification/Count Form  
Financial Impact Form

**INFORMATION CONTACT:**  
Phillip Tarte

**TELEPHONE NUMBERS:**  
704-296-4801

---

**DEPARTMENT'S RECOMMENDED ACTION:** Approve the reclassification of a TPT Public Health Nurse II (40%) to an RPT Public Health Nurse II (50%).

**BACKGROUND:** The reclassification of this position to 50% will allow us to shift one of the 50% PHNs, displaced due to the previously approved reclassification of the two 50% PHN positions to a 100% PHN position, back into a 50% position.

**FINANCIAL IMPACT:** This reclassification would represent a \$306 increase for the remaining fiscal year and a \$7,967 annualized increase. Not only will this increase be compensated for by patient revenue, but this increase will be offset by the period in which this position has been vacant.

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

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

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

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

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

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

**A. Position Classification Plan**

Job Description	<input type="checkbox"/> New	<input type="checkbox"/> Change	<input type="checkbox"/> Deletion
Job Title			
Pay Grade			
General Statement of Job			
Organizational Assignment			
Justification			

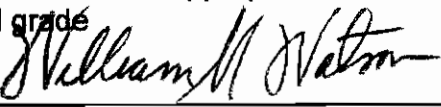

**B. Budgeted Position Counts**

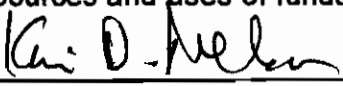
Position Counts	Regular full time	Regular part-time
Current authorized	98.40	5.80
This modification		0.10
Amended authorization	98.40	5.90

Current fiscal year financial impact	306
Annualized fiscal impact	7,967

Source of Funds	Patient revenue
-----------------	-----------------

**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
--	--

Sources and uses of funds are accurate and available  Finance Director
---

Please route this form as follows:

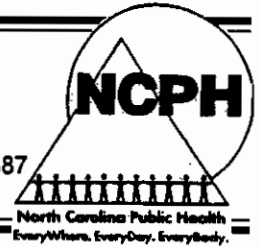
Personnel → Finance → County Manager → Personnel

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



# Union County Health Department

1224 W. Roosevelt Blvd. • Monroe, NC 28110 • Phone (704) 296-4800 • Fax (704) 296-4887



TO: Richard Black  
Interim County Manager

FROM: Phillip Tarte *Phillip*

DATE: March 6, 2008

RE: Reclassification Request

Attached is a Personnel Action Form for County position #511592, which is currently classified as a PT Public Health Nurse II - 40%. We are requesting that this position be reclassified to a RPT Public Health Nurse II - 50%.

We are having great difficulty in filling this position in its part-time 40% status. We have a nurse, however, who would move into this position if it were reclassified to a 50% position.

Please contact me if you have further questions about this reclassification request. Thank you for your assistance.

cc: Mark Watson



APPROVED BY: 4/5a  
MEETING DATE 4-21-08

MOTOR VEHICLE TAX REFUNDS  
for MARCH 2008

Approval of Board of County Commissioners not required:

Collector Refunds for MARCH 2008	2,398.86
Adjustment to Collector Refund Register for March	(643.13)

To be approved by Board of County Commissioners on 4-21-07  
(to be submitted by Assessor's Office)

Assessor Refunds for MARCH, 2008	2,267.44
Adjustment to Assessor Refund Register for March	(512.48)

Approval requested for overpayments:

Overpayments for MARCH, 2008	<u>13,351.67</u>
------------------------------	------------------

Total to be refunded for MARCH, 2008	<u><u>16,862.36</u></u>
--------------------------------------	-------------------------

*Nellie Cox*  
4-1-08

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 04/21/08**

**Action Agenda Item No. 416**  
(Central Admin. use only)

**SUBJECT:** FY 09 Grant Application for the Criminal Justice Partnership Program

**DEPARTMENT:** Homeland Security      **PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Grant Application

**INFORMATION CONTACT:**  
Patrick Beekman

**TELEPHONE NUMBERS:**  
292-2670

---

**DEPARTMENT'S RECOMMENDED ACTION:** Approve the staff to submit the CJPP grant application.

**BACKGROUND:** The Criminal Justice Partnership Program (CJPP) is a local community-based corrections program. The CJPP is funded entirely through a grant. The grant application to fund this program is attached.

**FINANCIAL IMPACT:** None. The grant requires no County match.

---

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

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

---

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

# Criminal Justice Partnership Program

## Application for Continuation of Implementation Funding

FY 2009 - from July 1, 2008 to June 30, 2009

Due in the CJPP Coordinator's Office by March 31, 2008

County: **Union**

Grant Number: **90-0708-I-A**     County Operations  
 Contractual Service

Contact Person: **Pat Beekman**

Phone: **704-292-2670**

Fax: **704-283-3804** Email: **beekman@co.union.nc.us**

**Note:**

This application is to be used for the continuation of implementation grant funding only.

New programs must complete a full application in accordance with Section IV.A of the CJPP Policies and Procedures.

### 1. County Manager/Authorizing Official

Name **Richard Black**  
 Title **Interim County Manager**

Address 500 N. Main St.  
Monroe, NC 28110

Phone 704-283-3810  
 Fax 704-282-1021  
 Email rblack@co.union.nc.us

Signature

### 2. Fiscal Agent

Name **Kai Nelson**  
 Title **Finance Officer**

Address 500 N. Main St.  
Monroe, NC 28110

Phone 704-283-3813  
 Fax 704-225-0664  
 Email knelson@co.union.nc.us

Signature

### 3. CJPP Local Advisory Board Chair

Name **Michael Runge**  
 Title **Chair, Union CJPP Board**

Address 225 Garmon Rd.  
Indian Trail, NC 28079

Phone 704-821-5502  
 Fax 704-821-5504  
 Email rungeandson@carolinarr.com

**4. Total Grant Award Amount**

121,973.00

### 5. Program Type

Indicate the type(s) of CJP program(s) operated. (Check all that apply)

- Day Reporting Center  
 Sat. Substance Abuse Treatment  
 Resource Center

  
 Signature

**6. Date Approved**

2/25/2008

4/21/2008

**Approved By**

CJPP Local Advisory Board

County Board of Commissioners

**7. Sentenced Offender Program**

**A. Program Information**

**Provide Name, Address, and Phone/Fax/Email of Program**

BHC First Step at CMC-Union PO Box 5003 Monroe, NC 28111
--

<b>Program Director Name</b>	<b>Dorsey Ward</b>
------------------------------	--------------------

**B. Program Administration (for Contractual Programs only)**

**Provide Name, Title, Address, and Phone/Fax/Email of Director, Administrator or Contact Person**

Dorsey Ward, MSW, LCAS Director BHC First Step PO Box 5003 Monore, NC 28111 Phone: 704-290-5030 FAX: 704-289-8784
---

**8. Program Modifications**

**A. Check All Proposed Changes in the Following Program Components.**

**B. For Each Checked, Describe Current Program Component, followed by Proposed Program Component.**

Program Goals and Objectives

See #9. below - Goals and Objectives section
--

Program Activities

# of Offenders Served

increase from minimum of 40 to 50
-----------------------------------

Offenders Targeted

Program Administration

Administrative Fees

Program Staffing

Contracts

MOA's

Job Descriptions for County Employees

Other

Other

## 9. Sentenced Offender Program Goals and Objectives Description

(Refer to CJPP Legislation as a guide to the definitions of Goals and Objectives)  
 State the GOALS of the program in terms of the long-term effect the program is designed to have, and a list of measurable OBJECTIVES to meet those goals.

**Goals**

**Objectives to meet Goal**

Provide an additional sentencing option for Intermediate Probationers who evidence a substance abuse problem.

1. Screen 100% of referrals from the courts, DCC and TASC.
2. Serve at least 50 offenders annually who meet criteria for the CJPP program.
3. Maintain an average caseload of 10 - 15 offenders.

Provide offenders with knowledge and treatment services sufficient to reduce recidivism and probation revocations.

1. Based on assessment, either Regular OP or IOP will be provided to 100% of those admitted to the treatment program.
2. Treatment program will achieve a 35% completion rate as evidenced by good attendance, negative drug screens and DCC staff reports.
3. Drug screening will be provided to 100% of offenders while in treatment.
4. Continuing Care support services will be offered those who successfully complete treatment.

Ancillary services that support an alcohol and drug free lifestyle will be provided.

1. 100% of those in program will participate in AA and NA groups while in treatment.
2. Of those offenders eligible for VR services, 100% will be referred after Phase I of treatment.
3. Of those who can not remain abstinent during treatment, 100% will be referred to another level of SA treatment.

## 10. Program Capacity Data

**Sentenced  
Offender**

**Provide the following information regarding program services:**

- |   |    |
|---|----|
| [A] 1. What was the actual TOTAL number of people served during FY 2006 - 2007?       | 45 |
| 2. What is the estimated TOTAL number of people to be served during FY 2007 - 2008? * | 45 |
| 3. What is the estimated TOTAL number of people to be served during FY 2008 - 2009? * | 55 |

\* Consider treatment slots, length of time in treatment, and total budget when estimating total number of people served.

<b>[B] Check all services that apply</b>		<b>On Site</b>	<b>Off Site</b>
[1] <input checked="" type="checkbox"/> Substance Abuse Treatment	<input checked="" type="checkbox"/> Assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> ROPT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> IOPT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Support Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> After Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Drug Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[2] <input type="checkbox"/> Educational Services		<input type="checkbox"/>	<input type="checkbox"/>
[3] <input type="checkbox"/> Job Development Services		<input type="checkbox"/>	<input type="checkbox"/>
[4] <input type="checkbox"/> Cognitive Behavioral Intervention		<input checked="" type="checkbox"/>	<input type="checkbox"/>
[5] <input type="checkbox"/> Domestic Violence Services		<input type="checkbox"/>	<input type="checkbox"/>
[6] <input type="checkbox"/> Life Skills		<input type="checkbox"/>	<input type="checkbox"/>
[7] <input type="checkbox"/> Sex Offender		<input type="checkbox"/>	<input type="checkbox"/>
[8] <input checked="" type="checkbox"/> Others	Care coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## 11. Service Provider Information

**[A]** List the NON-CONTRACTED (i.e., services at NO COST to CJPP) Service Providers to the program. Attachment 2

**Attach a Copy of Memorandums of Agreement (MOA's) in attachment section for FY 2008 - 2009. MOA's should be maintained in Program files on site.**

Department of Community Corrections (DCC) Treatment Accountability for Safer Communities (TASC)
--

**[B]** List the CONTRACTED (i.e., services at COST to CJPP) Service Providers to the program. Attachment 3

**Attach a Copy of Proposed or Signed Contracts in attachment section for FY 2008 - 2009. Contracts should be maintained in Program files on site.**

attached
----------

**Please Note: Attachments are required for contracts and MOA's for FY 2008 - 2009.**

## 12. Project Income

Does the program anticipate receiving any Project Income?

No

Yes (Attach a completed "Project Income Report" form) Attachment 8

**Submit one (1) Original and two (2) copies of Application and Attachments, including budgets.**

**Attachment Check List**

**Attach the following in this order:**

<b>Attachment</b>	<b>Attached?</b>	<b>Reason, if Not Attached</b>
1. Job Descriptions for all <b>modified</b> CJP Program Positions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	None of the CJPP job descriptions have been modified for 08-09.
2. Copies of All MOA's for <b>FY 2008 - 2009</b> for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Copies of All Proposed or Signed and Executed Contracts for <b>FY 2008 - 2009</b> for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Copy of facility license and proof of appropriate certification or registration with certifying board.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Monthly or Weekly Calendar detailing Services Provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Local CJPP Advisory Board Members and Terms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Budget Line Item Justification Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Budget Summary Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. Project Income Report (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
10. Information regarding all funding sources beyond CJPP funds (Grants, County Funds, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

NOTE: Please number your attachments and submit in the order indicated above.  
 Return to Form Selection Page

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNION COUNTY CRIMINAL JUSTICE PARTNERSHIP PROGRAM  
(aka BHC First Step at CMC-Union)  
AND  
THE DIVISION OF COMMUNITY CORRECTIONS  
JUDICIAL DISTRICT 20B**

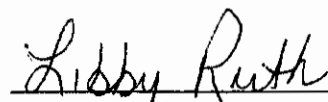
THE UNION COUNTY CRIMINAL JUSTICE PARTNERSHIP PROGRAM (aka BHC First Step at CMC-Union) agrees to:

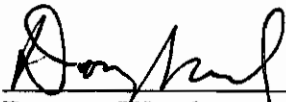
- Meet individually with Probation Officers to seek referrals and to coordinate care for probationers served by the Criminal Justice partnership program (CJPP)
- Meet routinely with Probation Officers to discuss clients' activities and progress
- Provide copies of clients' goals and meetings schedule to Probation Officers
- Drug testing to monitor compliance and to support the probationer's efforts to stay clean and sober while participating in the Criminal Justice Partnership Program

THE COMMUNITY CORRECTIONS PROBATION/PAROLE STAFF agrees to:

- Coordinate efforts to help serve Criminal Justice Partnership Program probationers in the most effective manner
- Meet routinely with CJPP staff to discuss probationer's activities and progress
- Support the need for the probationer to honor their treatment contract with the Criminal Justice Partnership Program
- Assist in recognizing probationer's problems and relaying the information to Criminal Justice Partnership Program staff
- Verify information for Criminal Justice Partnership Program regarding employment, residence, transportation needs, family issues/problems
- Enforce termination procedures of the Criminal Justice Partnership Program
- Allow Criminal Justice Partnership Program staff the opportunity for joint office visits at the Probation Office
- Assist in coordinating transportation to and from Dart Cherry and other chemical dependency treatment programs as needed

This agreement will be effective when signatures are affixed upon each of two (2) copies, each of which is to be considered an original. This agreement shall commence July 1, 2008 and expire June 30, 2009 and may be terminated by written notice by either party.

  
\_\_\_\_\_  
Libby Ruth                      Date  
DCC 20B JDM                      3/10/08

  
\_\_\_\_\_  
Dorsey Ward                      Date  
CJPP (aka BHC – First Step)                      3/11/08



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNION COUNTY CRIMINAL JUSTICE PARTNERSHIP PROGRAM (aka BHC  
First Step at CMC-Union)  
AND  
TREATMENT ACCOUNTABILITY FOR SAFER COMMUNITIES (TASC)**

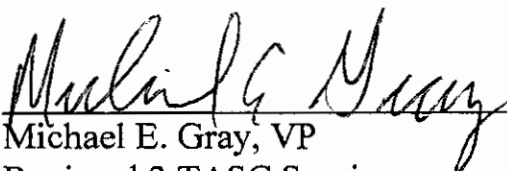
THE UNION COUNTY CRIMINAL JUSTICE PARTNERSHIP PROGRAM (aka BHC First Step at CMC-Union) agrees to:

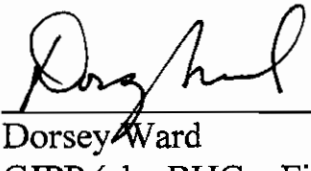
- Screen referred TASC offenders for CJPP eligibility
- Provide treatment and necessary ancillary services for all offenders meeting the eligibility criteria for CJPP and OMM (Offender Management Model);
- Monitor an individual service plan based on the results of the assessment and update the service plan based on treatment progress, collateral contacts and case staffings;
- Obtain appropriate releases to include TASC
- Drug test to monitor compliance and to support sobriety while the offender is participating in the Criminal Justice Partnership Program;
- Participate in regular case staffings with the appropriate staff;
- Integrate current DCC (Department of Community Correction) and TASC violation/non-compliance policies into the OMM;
- Assist in the needs of target populations for which substance abuse services appear to be indicated and to communicate findings to TASC for the purpose of coordinating the provision of such services.

TREATMENT ACCOUNTABILITY FOR SAFER COMMUNITIES agrees to:

- Screen and clinically assess all appropriate referrals;
- Provide care management services for all offenders meeting the eligibility criteria;
- Manage the offender's progress in the recommended level of care;
- Obtain appropriate releases of information to allow the exchange of information between DCC, TASC, and CJPP;
- Participate in regular case staffings with the appropriate DCC, TASC, and CJPP staff;
- Integrate current DCC, TASC, and CJPP violation/non-compliance policies into the OMM and provide assistance in reporting non-compliance/violations to court;

This agreement will be effective when signatures are affixed upon each of two (2) copies, each of which is to be considered an original. This agreement shall commence July 1, 2008 and expire June 30, 2009 and may be terminated by written notice by either party.

  
Michael E. Gray, VP  
Regional 3 TASC Services  
Date 3-17-08

  
Dorsey Ward  
CJPP (aka BHC – First Step)  
Date 3-24-08

This Amendment, made and entered into this 21 day of December, 2007, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main St., Monroe, NC 28112, hereinafter referred to as "Union," and UNION MEMORIAL REGIONAL MEDICAL CENTER, INC. d/b/a CAROLINAS MEDICAL CENTER-UNION d/b/a FIRST STEP RECOVERY CENTER, a corporation authorized to do business in North Carolina, whose address is P.O. Box 5003, Monroe, NC 28111, hereinafter referred to as "Provider," shall modify and supersede as indicated that Agreement entered into by the parties dated July 1, 2006 (the "Agreement").

WITNESSETH

WHEREAS, Union and Provider entered into the referenced Agreement dated July 1, 2006; and

WHEREAS, Union and Provider now mutually desire to amend this Agreement.

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

1. Page 4, Section III.B. Add a statement to read as follows: "Amount expended for Fiscal Year July 1, 2007 to June 30, 2008, shall not exceed \$121,973 for the contract year."
2. This Amendment shall become effective as of July 1, 2007.
3. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

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

ATTEST

UNION COUNTY

By: *Lynn G. West*  
Clerk to the Board

By: *Richard T. Black*  
Interim County Manager

ATTEST

UNION MEMORIAL REGIONAL MEDICAL CENTER, INC. d/b/a CAROLINAS MEDICAL CENTER-UNION d/b/a FIRST STEP RECOVERY CENTER

By: *Brent Lammner*  
Brent Lammner - V.P.

By: *[Signature]*

STATE OF NORTH CAROLINA  
UNION COUNTY

CONTRACT FOR SERVICES

This contract for services made and entered into this 1<sup>st</sup> day of July, 2006, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina and **UNION MEMORIAL REGIONAL MEDICAL CENTER, INC. d/b/a CAROLINAS MEDICAL CENTER-UNION d/b/a FIRST STEP RECOVERY CENTER** (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, Union County, through the Union County Criminal Justice Partnership, has chosen to operate a community-based correction program and wishes to provide intensive and regular outpatient substance abuse treatment services to offenders sentenced to that program through District and Superior Court and for the exclusive use of the Division of Community Corrections; and

WHEREAS, the PROVIDER agrees to provide the services as described herein according to the terms and conditions set forth herein; and

WHEREAS, Union County is the Grantee for the North Carolina Department of Corrections-Criminal Justice Partnership Program Grant Funds, which provide in part for the purchase of said substance abuse treatment services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION I: SCOPE OF SERVICES**

The PROVIDER shall perform the following services as described below for those offenders sentenced to the Union County Drug Treatment Program and deemed appropriate for the services:

- A. **Individualized Screenings**: The PROVIDER shall provide each offender an individualized, face-to-face substance abuse screening by a qualified substance abuse professional which may consist of administration of the SASSI standardized assessment instrument or the MAST-G for older clients. TASC assessments and referrals for the appropriate populations will be accepted.
- B. **Intensive Outpatient Treatment (IOPT)**: The PROVIDER shall provide each offender diagnosed with chronic, severe, chemical dependence (ASAM Level II.1) a 52-week, multi-phase IOPT consisting of a minimum of 152 hours distributed as follows:

**Phase One-Intensive Treatment:** Eight weeks, three group sessions per week, three hours per session, plus one individual session every week, to run .5 hour. Minimum therapy time 76 hours. Alcoholic Anonymous/Narcotic Anonymous (AA/NA) meetings shall be mandated in addition to the sessions. TASC case management services may supplement this total.

**Phase Two-Continuing Care:** Sixteen weeks, two group sessions per week, 1.5 hours per session and required attendance at AA/NA meetings. Minimum therapy time 48 hours. Individual therapy should be available on a PRN basis. TASC case management may supplement this total.

**Phase Three-Aftercare:** Twenty-eight weeks, one group session per week, one hour per session, and continuing attendance at AA/NA meetings each week. Minimum therapy time 28 hours. Individual therapy shall be available on a PRN basis. TASC case management may supplement this total.

- C. **Regular Outpatient Treatment (ROPT):** The PROVIDER shall provide each offender diagnosed to have a less progressed stage of chemical dependence a twenty-eight week multi-phase ROPT consisting of a minimum of 72 treatment hours distributed as follows:

**Phase One-Outpatient Treatment:** Eight weeks, two group sessions per week 3.0 hours per session, and required attendance at Alcoholic Anonymous/Narcotic Anonymous (AA/NA) meetings each week, plus family and individual therapy. Minimum therapy time 48 hours. Individual therapy shall be available on a PRN basis. TASC case management may supplement this total.

**Phase Two-Continuing Care:** Eight weeks, minimum one session per week. 1.5 hours per session, individual sessions as needed, and continuing attendance at AA/NA meetings each week. Minimum therapy time 12 hours. Individual therapy shall be available on a PRN basis. TASC case management may supplement this total.

**Phase Three-Aftercare:** Twelve weeks, one group session per week, one hour per session, and continuing attendance at AA/NA meetings each week. Minimum therapy time 12 hours. TASC case management may supplement this total.

- D. **Duration of Treatment:** The PROVIDER agrees to deliver appropriate treatment services to the client for the duration of the client's involvement in the drug treatment program such as individual therapy, family therapy, and case support as needed and indicated through assessment findings.

- E. **Content of Group Treatment Sessions:** Group sessions shall consist of group education/skill building and group therapy. Other auxiliary group therapies used to supplement substance abuse treatment include but are not limited to anger management, anxiety, depression, and Dialectical Behavioral Treatment (DBT) groups.
- F. **Structure of Group Sessions:** All treatment/education programs may be open-ended; i.e., clients may enter and leave the group when recommended.
- G. **Time of Delivery of Treatment Sessions:** IOPT and ROPT groups will be offered in the evening. All clients will be required to work cooperatively with the PROVIDER to schedule individual sessions. This means that clients may have to adjust their schedules from time to time to accommodate the required individual sessions.
- H. **Clinical Supervision:** The PROVIDER shall also provide for clinical supervision of counseling staff and substance abuse treatment component of this program. This will consist of monthly on-site supervision, case reviews, consultations, and client evaluations consistent with the requirements/demands of the North Carolina Substance Abuse Professional Certification Board.
- I. PROVIDER agrees to locate the office in Union County, North Carolina.
- J. Urine drug screens will be obtained by PROVIDER on a random basis or for cause. Probation/TASC urine drug screen results may also be consulted.

## **SECTION II: TERMS**

The initial term of this contract shall begin on July 1, 2006, and shall continue for a period of one (1) year, ending on June 30, 2007 (the "Initial Term"). After the Initial Term, this contract shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless either party gives the other party sixty (60) days' written notice prior to the end of the Initial Term or the then current Renewal Term of its intention not to renew this contract. The Initial Term and Renewal Terms, if any, shall be referred to herein as the "Terms." This contract may be terminated earlier pursuant to Section VIII of this contract.

## **SECTION III: PAYMENT FOR SERVICES**

- A-1 In consideration for the performance of services set forth in Section I above, the PROVIDER shall receive an hourly rate of \$28.50 for group treatment hours and \$70.00 for individual treatment hours. These rates are the same for both IOPT and ROPT services. Screenings and intakes will be billed at the rate of \$100.00 per assessment. Medical Detoxification will be offered on a limited basis to clients who have relapsed in the course of treatment and are at high risk for discharge unless stabilized. Cost of this service (up to 10% of contract) will be \$550.00 per day all inclusive of physician, lab and pharmacy fees.

- A-2 Urine drug screens submitted by the PROVIDER to an outside laboratory for testing will be billed at \$22.00 per test per client.
- A-3 Clerical Services will be billed at the rate of \$15.00 per hour up to 25 hours per month.
- B. Payment for services is to be paid monthly, not to exceed \$113,922.00 for the contract year.
- C. The PROVIDER shall submit to the named contact in the Union County Manager's Office the monthly invoices for actual treatment services provided to said clients during the preceding thirty days. Invoices shall be submitted within the first 15 business days of the month for the actual number of IOPT and ROPT treatment hours. It is agreed that the PROVIDER will not charge for cancelled appointments or for failure by clients to show, nor will the PROVIDER charge a "drop out" penalty for a client who discontinues treatment prior to completing all clinical services specified in the individualized treatment plans.
- D. Each monthly request shall include the number of hours provided according to type/phase, the number of individual sessions, the number of assessments conducted, and the total number of clients served by phase.
- E. Compensation paid to Provider by Union County will be based on the correct fee schedule in place at the times of the execution and renewal of this Agreement,\* Compensation paid to Provider shall increase annually on January 1 during each year of the Term of this Agreement by the greater of four percent (4%) or the All Urban Consumer; Medical Services component of the Consumer Price Index for the previous twelve (12) month period ending September 30 of the year immediately prior to the commencement of the Renewal Term of this Agreement.

\* limited to the following increases.

**SECTION IV: REPORTING AND COMPLIANCE**

Participation by each client in the program provided for under this contract is conditioned upon the client having a Criminal Justice System Referral Consent giving the PROVIDER permission to release information to Community Corrections officers for the purpose of monitoring the client's progress in treatment, said consent meeting the requirement of 42 CFR Chapter A, Subchapter A, Part 2, Section 2.35. Once said Criminal Justice System Referral Consent is given by client to PROVIDER, then:

- A. PROVIDER shall use best efforts to provide an appropriate representative with the necessary credentials to attend all client staffings, court sessions as necessary, senior advisory committee meetings, conferences, and training seminars. Community corrections officers, where appropriate and permissible under confidentiality laws and regulations, should be incorporated into CJPP case staffings with PROVIDER.

- B. PROVIDER shall be required to provide on a monthly basis client-specific information about each CJPP client to be utilized by the court to monitor client's progress in treatment.
- C. The PROVIDER shall collect, at a minimum, the following non-client specific statistical collective data on a monthly basis:
- Number of clients assessed
  - Number of clients entering treatment
  - Number of clients reaching each level of treatment and the number of hours of treatment per client
  - Number of clients referred to alternative treatment programs
  - Number of clients completing treatment and/or each phase of treatment
- D. PROVIDER shall use best efforts to comply with all applicable provisions of the Criminal Justice Partnership Act and complete and submit all necessary forms and/or reports required so long as such requirements do not conflict with the state and federal confidentiality laws and regulations. As required by the Standard Grant Award Contract and Conditions between Union County and the N.C. Department of Corrections Criminal Justice Partnership Program Section III (G), the PROVIDER understands and agrees that Union County retains ultimate control and responsibility for the project and that the PROVIDER shall be bound by Union County's grant award contract and conditions, a copy of which shall be provided to the PROVIDER.
- E. To the extent permitted by state and federal confidentiality laws, and upon client's written consent, PROVIDER shall make all treatment documentations/files available for reviews as necessary by officers of Community Corrections charged with the responsibility of monitoring client's progress in treatment.
- F. The services delivered by the PROVIDER under the terms of this contract shall meet the minimum standards for providing substance abuse treatment services set forth by the North Carolina Department of Health and Human Services (DHHS).
- G. PROVIDER will comply with the appropriate inspections, licensing, and zoning required by the State Fire Marshall's Office, as well as other applicable local regulations.
- H. PROVIDER shall abide by all laws and regulations of the State of North Carolina and shall hold appropriate licenses necessary to provide substance abuse treatment issued by the N.C. Department of Facility Services (DFS).

## **SECTION V: PERSONNEL**

- A. PROVIDER agrees to maintain at least one substance abuse counselor per approximately 30 clients at various stages of treatment with no more than 15 clients that are active in Phase I.
- B. PROVIDER is responsible for operating costs of PROVIDER'S program including, but not limited to, salaries, benefits, travel, training, rent, and utilities.
- C. Employees providing services pursuant to this contract are employees of the PROVIDER, and Union County shall not be responsible for the administration, management, or supervision of the PROVIDER'S employees.

## **SECTION VI: INDEMNIFICATION**

The PROVIDER hereby releases Union County from, agrees that Union County, and each commissioner, officer, employee, and agent shall not be liable for, and agrees to indemnify and hold harmless Union County and each commissioner, officer, employee, and agent thereof from any liabilities, obligations, claims, damages (including but not limited to, civil or criminal penalties), litigation costs, and expenses (including reasonable attorney's fees and expenses), imposed on, incurred by, or asserted against Union County or any commissioner, officer, employee, or agent thereof for any reason whatsoever as they are incurred and finally awarded (including, but not limited to, accident, other occurrences causing injury or death, sickness or disease to any person, or damages to or destruction of property) pertaining to this contract, except for occurrences caused by the intervening negligence or other wrongful act of Union County and/or its commissioners, officers, employees, and/or agents. Union County hereby releases the PROVIDER from, agrees that PROVIDER and each board member, officer, employee, and agent shall not be liable for, and agrees to indemnify and hold harmless the PROVIDER, and each board member, officer, employee, and agent thereof from any liabilities, obligations, claims, damages (including, but not limited to, civil or criminal penalties), litigation costs, and expenses (including reasonable or any board member, officer, employee, or agent thereof for any reason whatsoever as they are incurred and finally awarded (including, but not limited to, accident, other destruction of property) pertaining to this contract, except for occurrences caused by the intervening negligence or other wrongful act of the PROVIDER and/or its board members, officers, employees, and/or agents.



## **SECTION VII: INSURANCE**

The PROVIDER, at its sole cost and expense, shall procure and maintain such policies of comprehensive general liability, professional liability, and other insurance (or shall undertake a bonafide, verifiable, self-insurance program) as shall be necessary to insure officers, trustees, agents, and employees against any claim or claims for damage arising by reason of personal injury or death occasioned directly or indirectly in connection with the provision of any services hereunder by the PROVIDER, the use of the PROVIDER'S property and facilities, or the activities of the PROVIDER, its officers, trustees, agents, or employees in connection with the performance of this Agreement or otherwise. The PROVIDER shall notify Union County of any material modification, cancellation, or termination of professional liability coverage. Such policies shall have limits of not less than one million dollars (\$1,000,000) per person, three million dollars (\$3,000,000) annual aggregate.

## **SECTION VIII: TERMINATION**

This contract may be terminated, in whole or in part:

- A. At the expiration of the contract terms as herein defined; or
- B. Upon mutual consent of both parties of 30 days after one of the contracting parties gives written notice of the termination; or
- C. Upon action by legislative, regulatory, or judicial authority preempting, voiding, or preventing implementation or continuance of this contract; or
- D. By Union County in the event that funds are no longer available for the purchase of services. Both parties acknowledge that all of the funding for this contract comes exclusively from the State of North Carolina, and not from the funds of Union County. In the event that the State of North Carolina shall withhold funding for the Union County Criminal Justice Partnership, then Union County shall have the right to immediately terminate this contract without notice. In the event that Union County terminates this contract immediately due to lack of funding, PROVIDER will continue to provide services until all offenders currently receiving treatment under the terms and conditions of this contract can be safely discharged ("Transitional Care"). Union County agrees to reimburse the PROVIDER for all Transitional Care provided.
- E. Notification of termination of this contract by either side shall be given 30 days prior to said termination, except as provided in paragraph D above.

## **SECTION IX: INDEPENDENT CONTRACTORS**

The officers, employees, subcontractors, agents, and all personnel of the PROVIDER are the officers, employees, subcontractors, agents, and personnel of the PROVIDER and are not officers, employees, subcontractors, or agents of Union County. The PROVIDER is an independent contractor of Union County. The PROVIDER further agrees that it and its officers, employees, subcontractors, and agents shall obey all state and federal statutes, rules, and regulations and are subject to all funding and administrative conditions or hereafter applicable to the Criminal Justice Partnership Program.

## **SECTION X: CONTRACT ADMINISTRATOR**

Union County shall serve as administrator of this contract. The contract administrator shall be responsible for monitoring the PROVIDER'S performance, reviewing, approving, and paying all approved invoices submitted by the PROVIDER for treatment services delivered to clients, reviewing all referrals made by the PROVIDER to outside treatment services, and reviewing all outcome data provided by the PROVIDER. Copies of all data will also be forwarded to the Judicial District Manager, Union County Division of Community Corrections, or designee.

## **SECTION XI: CONFIDENTIALITY**

The parties acknowledge that PROVIDER is bound by the confidentiality requirements of 42 CFR Chapter A, Subchapter A, Part 2, and N.C.G.S. Chapter 112C, Article 3, and PROVIDER shall not be required to disclose any client-specific information in violation of said regulation and said law. Further, in connection with the client's record and all information contained therein, including client identifying information, the PROVIDER agrees as follows:

- A. That it acknowledges that in receiving, storing, processing, or otherwise using or dealing with any such information, the PROVIDER and its employees are fully bound by the provisions of N.C.G.S. Chapter 122C amended and all other federal and state laws and regulations, including 42 CFR Chapter A, Subchapter A, Part 2 that govern and guarantee treatment rights and confidentiality of individuals receiving substance abuse treatment services.
- B. To resist any effort to obtain access to clients' treatment information not expressly provided for in aforementioned paragraph.
- C. Because of the need for Community Corrections Officers to monitor the progress of clients in treatment under this contract, no client shall be admitted to the treatment program herein provided without signing a Criminal Justice Systems Referral Consent Form.

**SECTION XII: EQUIPMENT COSTS AND OFFICE SPACE**

The PROVIDER shall supply at its own expense all equipment, tools, materials, or supplies required to deliver treatment services contracted hereunder which have not been purchased theretofore from contract funds initially provided for supplies and equipment. Supplies purchased from the amount budgeted for FY2006-2007 shall be accounted for on June 30, 2007, or as requested. The PROVIDER shall provide office space for necessary staff members.

**SECTION XIII: CLIENT ADMISSION**

In accordance with the provisions of Title IV of the Civil Rights Act of 1963 and the regulations of the United States Department of Health and Human Services, issued pursuant thereto, the PROVIDER and Union County agree to extend all funds allocated in such a manner that no person will be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under purchased services on the grounds of race, religion, color, national origin, or sex.

**SECTION XIV: ENTIRE AGREEMENT**


This Contract, and any attachments that are annexed hereto, represent the entire agreement between Union County and the PROVIDER and supersedes all prior verbal and written statements or agreements. In the event of conflict between the terms and conditions of this agreement and the above referenced documents, the terms and conditions of this agreement and its amendments shall govern. This Contract may only be amended by written amendments duly written and executed by Union County and the PROVIDER.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

UNION COUNTY

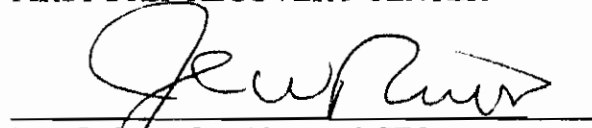
  
Mike Shalati, County Manager

**APPROVED AS TO LEGAL FORM** *JSC*

  
Andrea Robinson, Deputy Finance Director  
10/17/2006

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

UNION MEMORIAL REGIONAL MEDICAL CENTER, INC. d/b/a  
CAROLINAS MEDICAL CENTER - UNION d/b/a  
FIRST STEP RECOVERY CENTER

  
John Roberts, President and CEO

**APPROVED AS TO LEGAL FORM** *J.M.M.*

# State of North Carolina

Department of Health and Human Services  
Division of Health Service Regulation

*Effective January 01, 2008, this license is issued to*

***Union Regional Medical Center***

*to operate a mental health facility known as*

***Behavioral Healthcenter - First Step***

*located at 1623 Sunset Drive*

*Monroe, North Carolina County: Union*

*This license is issued subject to the statutes of the  
State of North Carolina, is not transferable and shall expire  
midnight December 31, 2008.*

*Facility ID: 921845*

***License Number: MHL-090-024***

*Capacity: 20*

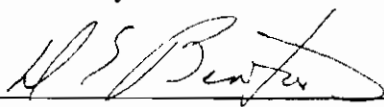
*Services:*

*27G.3100 Non-hospital Medical Detoxification*

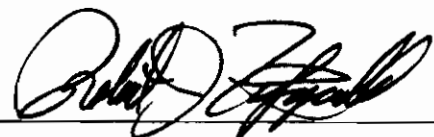
*27G.3400 Residential Treatment/Rehabilitation*

*27G.3700 Day Treatment for SA*

**Authorized by:**



Secretary, N.C. Department of Health and  
Human Services



Director, Division of Health Service Regulation



**BHC First Step @ CMC – Union  
Criminal Justice Partnership Program**

**CJPP Weekly Schedule**

<b>IOPT Chronically Dependent Offender</b>
<b>26 Weeks / 144 Hours</b>
<ul style="list-style-type: none"><li>• <b>Phase I Intensive Outpatient</b> Tuesday 6pm-9pm, Thursday 6pm-9pm, Saturday 9am-12 noon X 4 weeks totaling 36 hours plus PRN Individual Therapy</li></ul>
<ul style="list-style-type: none"><li>• <b>Phase II Continuing Care</b> Tuesday 6pm-9pm, Thursday 6pm-9pm X 14 weeks totaling 84 hours PRN Individual Therapy</li></ul>
<ul style="list-style-type: none"><li>• <b>Phase III Aftercare</b> Thursday 6pm-9pm X 8 weeks totaling 24 hours PRN Individual Therapy</li></ul>

<b>ROPT Less Progressive Dependent Offender</b>
<b>16 Weeks / 72 Hours</b>
<ul style="list-style-type: none"><li>• <b>Phase I Outpatient Treatment</b> Tuesday 6pm-9pm, Thursday 6pm-9pm X 8 weeks totaling 48 hours PRN Individual Therapy</li></ul>
<ul style="list-style-type: none"><li>• <b>Phase II Continuing Care</b> Thursday 6pm-9pm X 8 weeks totaling 24 hours PRN Individual Therapy</li></ul>

**Required AA/NA attendance is 2 meetings per week.**

**A minimum of 90 days of continuous abstinence is required before discharge from IOPT or ROPT.**

## Criminal Justice Partnership Program

FY 2009 - from July 1, 2008 to June 30, 2009 **Budget Line Item Justifications**

County: **Union**

Grant Number: **90-0708-I-A**

- County Operations  
 Contractual Service

Contact Person: **Pat Beekman**

Phone: **704-292-2670**

Fax: **704-283-3804** Email: **beekman@co.union.nc.us**

FY Grant

Award Amount **121,973**

**Personnel**

	<b>Line Items</b>	<b>Justifications</b>	<b>Totals</b>
<b>Salaries</b>			
List each position separately.	Position 1.	SA Counselor at \$108 for Intake Screening, \$92.50 for 3-hour Group Therapy and \$76 for Individual	Hours/Year 2,080 Salary 53,000
	Position 2.	Part-time SA Counselor who primarily does Assessments, Treatment Planning and Discharge summaries	Hours/Year 1,040 Salary 26,500
	Position 3.	Administrative Assistant	Hours/Year 300 Salary 5,000
<b>Total Full Time Equivalences (FTE's)</b>			<b>1.64</b>
<b>Wage Taxes</b>			
Indicate FICA amount.	FICA	Included in Salaries section above	0
List other wage tax.			
<b>Fringe Benefits</b>			
List separately.	A.	Included in Salaries section above	0
Include insurance, retirement, 401(k), workers' compensations, unemployment, etc.			
<b>Total Personnel</b>			<b>84,500</b>

**Travel**

	<b>Line Items</b>	<b>Justifications</b>	<b>Totals</b>
<b>Staff Position and Description of travel event</b>			
List each travel or training event and its estimated cost separately.	A.	SA Counselor and supervisor training and other meetings as required by CJPP contract; includes registration fees, meals, lodging and mileage allowance	
Staff mileage should be listed as well, indicated as 'Staff Mileage'.			

NOTES:

- All out-of-state travel must be shown in detail and approved

prior to reimbursement.

- Travel expenses submitted should not exceed County or State allowable amounts.
- State mileage rate is \$0.345 per mile

3,473

**Total Travel** 3,473

**Contractual**

List each contractor separately.

Line Items	Justifications	Totals
A.	Non-hospital medical detoxification services at \$572 per day and a one-time Physician Physical Exam at \$232	12,000
B.	Services of a licensed mental health therapist at \$76 per hour for those patients in need of mental health care	2,000
C.	Patient transportation at prevailing taxi rates	1,000
<b>Total Contractual</b>		<b>15,000</b>

**Operating**

Operating expenses include costs of running the program.

List each item separately and provide details for all operational items, including unit costs, where applicable.

DO NOT LIST EQUIPMENT.

Line Items	Justifications	Totals
Office Supplies	Assessment instruments, On-site drug screening materials and other office supplies	4,000
Other	Laboratory-based off-site drug screenings	4,000
Other	Patient meals	3,500
Other	Patient educational materials	3,000
<b>Total Operating</b>		<b>14,500</b>

**Equipment**

Equipment includes all items over \$500, used for operating the program.

List each item separately and provide details for all equipment, including number

Line Items	Justifications	Totals
Computer (s)	Electronic data processing equipment	2,000
Printer(s)	Printer	500



of each to be purchased.

Furniture	Office furniture	1,000
Other	Miscellaneous minor equipment	1,000
<b>Total Equipment</b>		<b>4,500</b>

**Construction**

Line Items	Justifications	Totals
For facility construction or renovation. Include paint, carpet, roofing, electrical, etc.		
<b>Total Construction</b>		<b>0</b>

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**Budget Line Item Total**      121,973

Return to Form Selection Page

## Criminal Justice Partnership Program

FY 2009

Budget Summary

Due in the CJPP Office by March 31, 2008

County: **Union**      Grant Number: **90-0708-I-A**

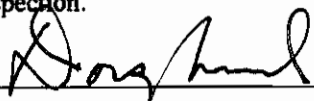
- County Operations  
 Contractual Service

Contact Person: **Pat Beekman**  
 Phone: **704-292-2670**  
 Fax: **704-283-3804** Email:  
**beekman@co.union.nc.us**

FY 2007 - 2008 Grant Award **121,973.00**  
 FY 2008 - 2009 Grant Award **121,973.00**

Budgeted Amounts (FY 2007 - 2008)			Expenditure Amounts (FY 2007 - 2008)		
Budget Category and Code	[A] Budgeted July 1, 2007 (From Column [A] from July Report)	[B] Budgeted Dec 31, 2007 (Column [A] from July Report + Column [H] from July through December reports)	[C] Actual Expenditures Through Dec 31, 2007	[D] Estimated Total Expenditures (July 1, 2007 Through June 30, 2008)	[E] Budgeted for FY 2008 - 2009
<b>Personnel</b> 536502_1	79,830.00	79,830.00	33,038.00	88,000.00	84,500.00
<b>Travel</b> 536502_2	3,800.00	3,800.00	0.00	3,800.00	3,473.00
<b>Contractual</b> 536502_3	17,950.00	17,950.00	6,292.00	15,000.00	15,000.00
<b>Operating</b> 536502_4	17,193.00	17,193.00	1,966.00	8,000.00	14,500.00
<b>Equipment</b> 536502_5	3,200.00	3,200.00	0.00	3,200.00	4,500.00
<b>Construction</b> 536502_6	0.00	0.00	0.00	0.00	0.00
<b>Unallocated</b> 536502_7	0.00	0.00	0.00	0.00	0.00
<b>Totals</b>	<b>121,973.00</b> <small>(To Match FY 2007 - 2008 Grant Award)</small>	<b>121,973.00</b> <small>(To Match Column [A] Total)</small>	<b>41,296.00</b> <small>(Should match [Q] from December Report)</small>	<b>118,000.00</b>	<b>121,973.00</b> <small>(To Match FY 2008 - 2009 Grant Award)</small>

I certify that this information is correct, based on the grantee county's accounting system and records, consistently applied and maintained. Expenditures shown have been made for the purpose of and in accordance with the approved budget and applicable grant conditions and requirements. Appropriate documentation to support all expenditures is available for inspection.

  
 \_\_\_\_\_  
 Signature of Program Director

4-12-08  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of County Manager,  
 Official Designee, or Fiscal Officer

NOTE: Not needed if services are fully contracted with service provider.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 4/21/08**

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

**SUBJECT:** Resolution Supporting Continued State Funding of the juvenile Crime Prevention Council Program (JCPC)

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**DEPARTMENT:** Homeland Security      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Resolution

**INFORMATION CONTACT:**  
Patrick Beekman

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**TELEPHONE NUMBERS:**  
292-2670

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the attached resolution.

**BACKGROUND:** JCPC funding has been removed from the State's continuation budget and is now subject to continuation review. The pressures on youth and the increasing presence of gangs makes the need for continued funding of JCPC more vital than ever. The JCPC funding every year goes to a number of Union County programs designed to meet the needs of high risk youth in our County. These programs provide services such as temporary shelter, restitution and community service, interpersonal skills, summer tutoring and academic enrichment, and home based family counseling services. These programs are positive alternatives for our youth to gangs and crime.

**FINANCIAL IMPACT:** None

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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 IN SUPPORT OF CONTINUATION OF  
JUVENILE CRIME PREVENTION COUNCIL FUNDING

WHEREAS, Juvenile Crime Prevention Council (JCPC) funding has been removed from the continuation budget and is now subject to continuation review; and

WHEREAS, the non-recurring status of JCPC funding and subsequent continuation review will delay the annual appropriation and may result in the loss of qualified professionals to provide diversion and dispositional alternatives at the local level; and

WHEREAS, since 1977, the State of North Carolina and county governments have been partners in providing effective and necessary community based juvenile delinquency prevention and intervention services; and

WHEREAS, the JCPC funds provide \$293,784 in funding for Union County programs, the leveraging of local support of \$215,842 and \$10,000 in federal support to augment funds provided by the state to provide these important services; and

WHEREAS, the JCPC funded programs of Union County are supported by the efforts of 100 volunteers yearly; and

WHEREAS, in accordance with legislative mandates, the Union County JCPC is comprised of representatives of juvenile court, mental health, social service, schools, law enforcement, district judges, faith community, county manager, nonprofit sector and other concerned citizens; and

WHEREAS, The Union County JCPC diligently carries out its charge of assessing community needs, planning for those needs to be met, recommending programs for funding to meet the needs and evaluating the performance of those programs; and

WHEREAS, the loss of JCPC program services in Union County will result in 307 high risk juveniles being without intervention and prevention services such as, (*temporary shelter, restitution and community service, interpersonal skills, summer tutoring and academic enrichment, and home based family counseling services;*) and

WHEREAS, a lack of sanction programs and dispositional alternatives in Union County will result in a potential increased cost for juvenile detention intermittent confinement, delinquent youth diverted into DSS custody and additional strain on Mental Health services;

NOW, THEREFORE, BE IT RESOLVED, that the Union County Board of Commissioners strongly endorses full reinstatement of funding for Juvenile Crime Prevention Council programs to the continuation budget and the allocation of additional funds to support legislative mandates to protect the community and provide a juvenile justice continuum at the local level.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:**

**Action Agenda Item No.** 4/8  
(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:**  
*Linda Gaye* Interim Director  
*Linda Gaye*  
**TELEPHONE NUMBERS:**  
(704) 296-4301

**DEPARTMENT'S RECOMMENDED ACTION:** Please increase the revenues in 10453161-4447-1531 and the expenditures in 10553161-5399-1531 by \$58,904.00. Please increase the revenues in 10453161-4443-1531 and the expenditures 10553161-5399-1531 by \$76,132.00

**BACKGROUND:** The Child Day Care and Smart Start programs assist families with quality child care.

**FINANCIAL IMPACT:** The Child Day Care and Smart Start programs are funded by State funds. No county match is required.

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

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

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



North Carolina Department of Health and Human Services  
**DIVISION OF CHILD DEVELOPMENT**



cc: L. Gaye  
Am  
2-22-08

Dana

cc:

Accounting  
Team

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

**FROM:** Cynthia L. Bennett *Cynthia L. Bennett*

**DATE:** February 20, 2008

**RE:** Revised Child Care Subsidy Funding Authorization for  
State Fiscal Year 2007-2008



Enclosed you will find a Funding Authorization for your adjusted Non-Smart Start and Smart Start allocations for State Fiscal Year (SFY) 2007-2008. The funding authorization reflects the increase to your Non-Smart Start and Smart Start allocations and a revised total funding figure.

The Division conducted a reversion/reallocation in February 2008 to bring spending levels down for certain counties and to reduce the number of termination of child care services for families across the state. This Funding Authorization reflects the adjusted allocations for those counties who were asked to revert funding and had a spending coefficient of 95% or less through the December service month. A reallocation was provided at specific percentage levels for some agencies that had a spending coefficient of 105%-110%, 110%-120%, or over 120% for the December service month. Agencies should reference the February 8, 2008, reallocation letter for the details of the 2008 reversion/reallocation process.

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 the adjustment to your 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



**State Fiscal Year 2007-08  
Child Care Funding Authorization  
Effective on February 15, 2008**

Issued to:  
Union County Department of Social Services

Issued by:  
The Department of Health and Human Services  
Division of Child Development

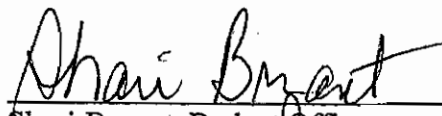
Allocation Type	Direct Services	Services Support	Total Allocation
Non-Smart Start Base Allocation	\$6,320,442	\$252,289	\$6,572,731
Non-Smart Start Non Recurring Funding	\$0	\$0	\$0
11/15/07 Non-Smart Start Allocation Adj.	\$0	\$0	\$0
01/15/08 Non-Smart Start Allocation Adj.	\$0	\$0	\$0
02/15/08 Non-Smart Start Allocation Adj.	\$0	\$0	\$0
Total Non-Smart Start Funding* <span style="margin-left: 20px;">4443-1531</span>	\$6,320,442	\$252,289	\$6,572,731
Smart Start Funding	\$968,784	\$145,277	\$1,114,061
08/15/07 Adjustment	\$0	\$0	\$0
09/15/07 Adjustment	\$242,197	\$36,320	\$278,517
10/15/07 Adjustment	\$0	\$0	\$0
11/15/07 Adjustment	\$0	\$0	\$0
12/15/07 Adjustment	(\$62,840)	\$37,500	(\$25,340)
01/15/08 Adjustment	\$0	\$0	\$0
02/15/08 Adjustment	\$29,499	\$0	\$29,499
Revised Smart Start Funding <span style="margin-left: 20px;">4447-1531</span>	\$1,177,640	\$219,097	\$1,396,737
<b>Total Combined Funding</b>	<b>\$7,498,082</b>	<b>\$471,386</b>	<b>\$7,969,468</b>

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

2/18/08  
Date:

  
\_\_\_\_\_  
Shari Bryant, Budget Officer  
Division of Child Development

2/15/2008  
Date:

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
**Meeting Date: 21 April 2008**

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

**SUBJECT:** Fee Schedule for the Use of the Union County Agri-Services Center

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

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**ATTACHMENT(S):**  
Proposed Fee Schedule Changes

**INFORMATION CONTACT:**  
Matthew Delk

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the attached Fee Schedule Changes, as approved by the Agricultural Advisory Board.

**BACKGROUND:** The Agricultural Advisory Board, after discussing the item during three consecutive meetings, approved the recommended Schedule at their March 13, 2008 meeting. This Fee Schedule is located in the "Agri-Services Center License Agreement", which is signed by parties reserving the use of the Center.

**FINANCIAL IMPACT:** Will collect enough revenues to offset projected costs effective January 1, 2008.

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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 Fee Schedule Change, Agri-Services Center**

(Change to Section 2, "Licensed Premises")

<b>Facility</b>	<b>Facility Use Fee</b>	<b>Facility Use Fee (Nonprofit or Tax Exempt)</b>
*Banquet Hall, Three Sections	\$900	\$600
*Banquet Hall, Two Sections	\$600	\$400
*Banquet Hall, One Section	\$300	\$200
*Pre-Function Area	\$300	\$200
*Outside Patio Area	\$150	\$100

\*In addition to the above prices, a premium will be added to all Fees for Commercial Cleaning and Setup Services at the below rates, **as determined by Union County:**

<b>Commercial Cleaning/Setup Service</b>	<b>Premium Rate</b>
1-25 Tables (up to 200 People)	\$120
26-50 Tables (up to 400 People)	\$200
51-75 Tables (up to 600 People)	\$390
76-100 Tables (up to 800 People)	\$530
Auditorium Style (up to 1200 Chairs)	\$550

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: April 21, 2008**

**Action Agenda Item No.** 4/10  
(Central Admin. use only)

**SUBJECT:** Replacement copy of "Resolution of Union County Board of Commissioners Establishing a System of Rural Fire Protection in Union County" for Sandy Ridge Volunteer Fire Department Inc.

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**DEPARTMENT:** Fire Marshal's Office      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Resolution

**INFORMATION CONTACT:**  
Neal Speer

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**TELEPHONE NUMBERS:**  
704-296-4296  
704-226-5582

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

**BACKGROUND:** The original has been misplaced and a replacement is needed for the North Carolina Department of Insurance

**FINANCIAL IMPACT:** None

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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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Revised April, 1981  
Revised April 7, 1997

A RESOLUTION OF UNION COUNTY BOARD OF COMMISSIONERS ESTABLISHING  
A SYSTEM OF RURAL FIRE PROTECTION IN UNION COUNTY

WHEREAS, by G. S. Section 153A-233 the Board of County Commissioners of Union County is authorized and empowered "To provide for the organization, equipment, maintenance and government of fire departments . . . . .," and

WHEREAS, the Board of Commissioners of Union County is of the opinion and has found and determined that it is to the best interest and necessary for the protection of the citizens of said County and their property to encourage and financially aid in the equipment, the maintenance and government of volunteer fire departments in said County for the protection of the public school buildings and other county buildings, for the protection of homes and other property in rural areas of Union County and to establish a protective fire fighting organization to work with and to supplement the Union County Emergency Management Organization (providing the following services upon request during times of emergencies/disasters: (1) Debris removal; (2) Debris clearance; (3) Traffic control; and (4) Other life saving and property protection measures, as necessary), and in general to provide for the more adequate and efficient protection of life and property in the rural areas of Union County and to provide a trained body of men to assist the urban areas of Union County in case of emergency;

WHEREAS, there are a number of volunteer fire departments now operating in Union County, some of which have substations, which are eligible for consideration under the terms of this Resolution at the time of the adoption thereof;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I.

That Union County foster and provide for the organization, equipment, maintenance, operation and government of volunteer fire department in the said County, and

That for the purpose of carrying out the terms and provisions of this Resolution a Commission be, and it is hereby, created known as the "Union County Fire Commission," to be composed of seven (7) members, as follows:

- A. One member of the Union County Board of Commissioners, to be appointed by the Union County Board of Commissioners and to be known as the Fire

Commissioner who shall serve as Chairman of the Union County Fire Commission. The Union County Fire Commissioner may delegate to the County Manager or an employee of the Fire Service Office certain authority as he sees fit.

- B. The President of the Union County Fire and Rescue Association, OR an active volunteer fireman to represent and be elected by said Association.
- C. Five members at large who shall be citizens of Union County and who shall be chosen and appointed by the Board of Commissioners as follows: two members to be appointed for terms that will expire on January 1, 1970, and two members that will be appointed for terms that expire on January 1, 1971. Thereafter, on the first meeting of January of each year two members shall be appointed for terms of two years each. In order to increase the membership of the Commission from six to seven members, the Board of Commissioners shall appoint an additional member as soon as reasonably practicable following approval of the April 7, 1997, revisions to this Resolution. Such member shall serve an abbreviated term lasting until the second January following appointment. In the event the County Commissioners fail to appoint new members to the Commission at the expiration of terms of existing members; existing members of the Commission shall continue to serve as members of the Union County Fire Commission until such time as their successors are appointed and do qualify.

The Union County Fire Commission shall have the authority to specify procedures for carrying out the provisions of this Resolution and shall have authority to make rules and regulations necessary to carry out its assigned duties. A progress report shall be made to the Board of County Commissioners at least once a year by the Union County Fire Commissioner.

## SECTION II.

When any volunteer department shall make initial application to the Board of County Commissioners of Union County to receive financial aid from said County under this Resolution, the said Commission shall inspect or cause to be inspected in its behalf, the said fire department, its equipment, personnel, organization and method of operation, and shall file a written report to the said Board of Commissioners signifying whether or not such volunteer department meets the minimum requirements and specifications as herein contained.

After a volunteer fire department has qualified for the assistance herein granted, the said Commission or its designated representative, shall make inspections of each department so qualified, at least every three years, to determine whether or not said department is continuing to meet the minimum standards as herein specified, and shall report their findings to the Union County Board of Commissioners. If a department is believed to be deficient or not up to the standards herein imposed at any of said inspections then the said Commission shall take the action hereinafter specified, and, as hereinafter outlined, continued failure to maintain said

standards and minimum requirements shall result in the termination of the financial agreement and support of Union County.

### SECTION III.

Said Commission shall from time to time, review the specifications and requirements as set out in this Resolution, and shall recommend to the Board of County Commissioners any amendments or changes which the said Commission may deem advisable. Any revisions to this Resolution shall be considered by the Fire Commission prior to official action by the Board of County Commissioners and said Fire Commission shall file a written recommendation with the Clerk to the Board of County Commissioners on each considered amendment.

### SECTION IV.

Each participating volunteer fire department shall have full supervision over the equipment, personnel, organization, and government of the department subject only to the provisions herein contained. The North Carolina Department of Insurance requirements shall determine whether or not the equipment of the fire departments meets the required minimum standard. Each fire department receiving financial assistance from Union County under this Resolution shall use the funds so received in the manner and for the purpose as herein agreed, submit to the Board of Commissioners yearly budgets, and substantiate records of the volunteer departments receiving financial assistance, and such other records that may be required as a result of levy of special fire district tax. The Board of Commissioners will cooperate with all volunteer fire departments insofar as possible in the fields of fire prevention and the promotion of better fire protection.

The Union County Fire Commission or its designee shall have the authority to control radio communications on fire frequencies licensed to the County and see that all the Federal Communications Commission Rules and Regulations are complied with. The County Fire Commission or its designated representative, shall have the authority to enter the Fire Station(s) to inspect, test, or maintain radio equipment licensed to the County.

### SECTION V.

As of the date of adoption of this Resolution, Union County will offer financial aid for the general maintenance and operation of any volunteer fire department operative in Union County and which quoted as for said assistance under the terms of the Resolution, but no individual fireman or group of firemen shall received any pay or remuneration from said benefits received from the County for the services which they render in their work as volunteer firemen or as a part of a volunteer fire department, provided nothing shall prohibit payment of full-time personnel for their services.

## SECTION VI.

### Payment of funds and use thereof:

- A. If any volunteer fire department does not meet the minimum standards as set forth, the monthly payments shall be withheld under the following procedures:
1. If, after qualifying hereunder, deficiencies are found at the time of any inspection herein provided for, the Fire Marshal must notify the Fire Chief and at least two (2) members of the local department and the Fire Commission in writing and a time limit of fifteen (15) days shall be allowed to correct such deficiencies except where certain circumstances warrant a longer period of time. When it is deemed by the Fire Commission, or its representative, that a longer period of time is required to make the correction, then the Fire Commission shall have the authority to grant such extension of time in writing.
  2. A second inspection shall be made after a period of fifteen (15) days to determine if the deficiencies have been corrected. If the deficiencies have not been corrected at the time of this second inspection, the Fire Commission shall so inform the County Finance Officer and any payments by the County to the deficient department shall cease until such time as the department shall again meet the requirements of this Resolution by complying with the minimum standards herein set forth unless an extension has been granted by the Fire Commission. If the delinquent or deficient department is a department which has previously met the requirements of the North Carolina Insurance Service Office, then the North Carolina Insurance Service Office shall also be notified of the conditions that exist in said deficient department and district for whatever action said Office may deem necessary in regard to fire insurance rates.
- B. Any funds received by a volunteer fire department under the terms of this Resolution may be applied against the payments due for equipment of the department purchased under a time contract or agreement or may be applied to the purchase of new equipment for the departments, provided in each case that the equipment meets the minimum standards as set forth in this Resolution.
- C. Each volunteer fire department receiving funds from Union County under this Resolution shall carry Workmen's Compensation on all firemen and liability insurance on all its equipment, leaving the County free from any responsibility of damage by or claims against the department and shall keep on file with the County Fire Service Office certificate of insurance. All accidents that happen in connection with any volunteer fire department or its activities shall be reported to the Fire Service Office.



- D. The Fire Commission shall require North Carolina Incident Reports from each department receiving County monetary support. Such reports shall be submitted to the Fire Marshal by the 10th day of each month for incidents occurring during the preceding month. Failure to submit required reports on a monthly basis will result in cancellation of funds to the fire department. If a report is not received by the Fire Marshal by the last day of a given month, the County Finance Officer will be notified to cancel any payment to said fire department and said fire department shall forfeit the right to back payment.

#### SECTION VII.

##### Incorporation

Each department shall be incorporated under the laws of the State of North Carolina.

#### SECTION VIII.

##### Union County Fire and Rescue Association

In order that the purposes and provisions of this Resolution might be more readily and successfully carried out, each department receiving assistance from Union County shall be members of the Union County Fire and Rescue Association.

#### SECTION IX.

##### Officers and Personnel.

- A. Each fire department shall have a Fire Chief and Assistant Chief and the other necessary officers and personnel as needed to properly maintain the equipment of the department and to adequately and properly provide fire protection to the area served by the department.
- B. Each department shall have a minimum of eighteen (18) active firefighters plus two traffic officers. A list of all firefighters and their addresses, telephone numbers and social security numbers shall be filed with the Fire Service in June of each year.
- C. The Fire Chief of each department shall be responsible for the keeping of adequate and accurate records of all fire calls and of other records and reports as shall be required. A regulation fire record form will be furnished by the Union County Fire Service and each department shall keep this record current. The Fire Chief shall also be responsible for filing with the Fire Service any additional reports which are required locally or by the North Carolina Insurance Service Office.

- D. It shall be the responsibility of the Fire Chief to stress "Safety" throughout the department and in all phases of the department's activities, especially with regard to the firefighters driving the truck and operating other equipment of the department, and those firefighters who drive their own automobiles to the scene on the part of the members of the department.

#### SECTION X.

##### Identification.

The Chief of each department shall be responsible for periodically determining the qualifications of active firefighters in good standing and shall be responsible for the issuance of an appropriate means of identification.

#### SECTION XI.

##### Training.

All departments shall carry out an organized training program. The programs shall be developed by the various departments and shall be approved by the Fire and Rescue Services Division of the North Carolina Department of Insurance.

Each department shall participate in a minimum of one (1) training class per month and not less than thirty-six (36) hours annually.

#### SECTION XII.

##### Sounding of Alarm in Case of Fire or Other Emergency.

- A. Notification devices approved by the North Carolina Department of Insurance shall be used to alert firefighters of calls.

#### SECTION XIII.

##### Area of Protection.

Boundaries delineating the area of protection for a new or existing individual fire department and additional substations and existing substations shall be established by the Fire Commission.

## SECTION XIV.

### Responsibility at the Scene of a Fire.

- A. Each department shall respond to the call of the County dispatch center when and where needed. It is generally understood and conceded that the Incident Commander within whose area the fire is being fought will be the authority at the scene of the fire, or in the event that the fire occurs in an area outside of the area of any organized department that the Fire Chief of the department first arriving at the scene of the fire shall be the authority. A chief otherwise responsible may grant permission to other persons more qualified to assume the direction of Fire fighting or other emergency measures when such person is willing to accept the responsibility and the active direction of the fire fighting or other emergency measures and when the persons working under the directions of the Chief have been informed of the change of command.
- B. The senior person present, the Fire Chief responsible or the highest officer of the responsible department present, shall make a full investigation of each fire to determine, if possible, the cause of fire. If any evidence of arson or unlawful burning is suspected, the Union County Fire Marshal shall be notified immediately and also the proper local and state authorities shall be notified.

## SECTION XV.

### Minimum Equipment

- A. In order to qualify for the financial assistance granted by this Resolution to departments qualifying hereunder, each volunteer fire department shall maintain a 9-S insurance classification and have as minimum equipment that equipment as specified and published in the requirements of the North Carolina Insurance Service Office for Grade 9-S Communities.
- B. This equipment shall be kept in good condition at all times and operative at all times.
- C. All departments shall endeavor to make their equipment uniform and interchangeable throughout the various departments in the County insofar as it is possible to do so.
- D. Reference is made to the Requirements of the North Carolina Insurance Service Office for Grade 9-S Communities, and the Requirements of said Office, at the time of application of a department for assistance under this Resolution, are incorporated within this Resolution and made a part hereof as if fully set forth herein.

## SECTION XVI.

### Execution of Contract.

When a department has satisfactorily met all other requirements for the receipt of the financial aid or assistance herein granted for qualified departments of Union County, then said department shall execute a contract with Union County, which contract or copy thereof is attached to this Resolution and made a part thereof as if fully set forth herein.

## SECTION XVII.

### Signification of Obligation to Carry out the Terms and Provisions of this Resolution.

At the time of execution of the contract referred to above, each department shall sign a copy of this Resolution as signification of the said department's duty, obligation and intent to carry out the provisions of this said Resolution.

The President of the department shall sign for the department, his signature to be attested by the Secretary. The Fire Chief of the department qualifying shall also sign for his department.

Upon the signing of this Resolution and the execution of the said contract all agreements made previous to the date of said signing and execution shall be concluded and ended as of the date of the acceptance of the terms of the said contract and Resolution.

## SECTION XVIII.

When a volunteer fire department operating within Union County shall apply to be designated as an Insurance Rated District, then the boundaries of the area served by said department shall be submitted by the Fire Commission to the Board of County Commissioners and this said area shall be designated as a Fire District on the minutes of the Board of Commissioners.

By signing below, the respective departments agree to abide by the terms of this Resolution and further agree that this Resolution, as modified April 7, 1997, shall supersede that prior Resolution dated April, 1981, for purposes of incorporation into the agreement(s) between the departments and the County.