



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, August 11, 2008, at 3:30 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 consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); and 2) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee pursuant to G.S. § 143-318.11(a)(6).

FURTHER NOTICE IS HEREBY GIVEN that following the closed session, at approximately 4:30 p.m., the members of the Board of Commissioners will move to the Commissioners' Board Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, where the Board of Commissioners will hold a work session for the following purposes: 1) Review of key points relating to Water Allocation; 2) Presentation and Consultation Regarding Irrigation Plan; and 3) Policy revision to water rate structure. The Board may take action during the work session in connection with these matters should it deem it appropriate.

Allan Baucom, Chairman
Union County Board of Commissioners

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, August 11, 2008
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

3:30 P.M. - Closed Session

4:30 P.M. - **Work Session: Re: Public Works (Location: Board Room, First Floor, Government Center)**

- 1) Review of key points relating to Water Allocation;
- 2) Presentation and Consultation Regarding Irrigation Plan; and
- 3) Policy revision to water rate structure

Regular Meeting:

1. **Opening of Meeting**
 - a. Invocation - Rev. Mike Capps, Smyrna United Methodist Church
 - b. Pledge of Allegiance
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. **Union County Land Use Ordinance - Text Amendments:**
 - a. **R-40 Yield with Clustering** (Public Hearing Held July 21, 2008)
ACTION REQUESTED: Consider text amendment and adopt applicable Consistency Statement
7. **Recommendation Regarding Library Services in Unionville**
ACTION REQUESTED: Authorize staff to notify the Town of Unionville of County's intent to close the branch effective 90 days from the date of notice, in accordance with the terms of the agreement dated January 6, 2003

8. **Public Works**
 - a. **Easement Across Tallwood (County Owned)Property**
ACTION REQUESTED: Authorize Manager to approve and execute Easement to City of Monroe across Tallwood Wastewater Treatment Plant Property (from June 2 and 16, 2008, and July 21, 2008, Board meetings)
 - b. **Resolutions Authorizing Condemnation to Acquire Certain Property or Interest in Property of Temporary and Permanent Utility Right-of-Way/Easement - Sewer Line Easement - Austin Village Outfall Sewer (from July 21, 2008, meeting - all easements from the July 21, 2008, meeting in connection with this sewer line have been executed except for the following)**
 - a. 07-147-027
ACTION REQUESTED: Adopt resolution
 - c. **Request for Temporary Water Service for Providence Estates Subdivision**
ACTION REQUESTED: Authorize negotiation with Lancaster Water and Sewer District for the provision of temporary water service and with the developer for the construction of an interconnection to the County's system
9. **Enforcement of Violation at Weddington Optimist Park**
ACTION REQUESTED: Consider approval of Interlocal Agreement
10. **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. Adult Care Home Community Advisory Committee
 - c. Nursing Home Advisory Committee
 - d. Board of Health (Vacancy as of January 2008 for a Licensed Optometrist)
 - e. Centralina Council of Governments - Comprehensive Economic Development Commission
 - f. Library Board of Trustees (1 Vacancy, representing the Marshville region, due to a resignation - Term expires January 2009)
 - g. Agricultural Advisory Board (3 Vacancies)**ACTION REQUESTED:** Announce vacancies
11. **Manager's Comments**
12. **Commissioners' Comments**

CONSENT AGENDA
August 11, 2008

1. **Contracts Over \$90,000 (Subject to Final Legal Review)**

- a. Alltel Communications, Inc. - Maintenance/Service Plan for 125 Modems and One T1 Line (Information Systems)
- b. Union County District Court, Family Drug Treatment Court - Memorandum of Agreement between Multiple Agencies Regarding Family Drug Treatment Court's U-FIRST Program (Renewal)
- c. HomeCare Management Corporation - Contract Services Agreement (Social Services)

ACTION REQUESTED: Authorize County Manager to approve Agreements a-c, subject to final legal approval

2. **Tax Administrator**

- a. First Motor Vehicle Refund Register for the Period of July 1, 2008 - July 31, 2008, in the Grand Total Amount of \$1,150.04-
- b. First Motor Vehicle Release Register for the Period of July 1, 2008 - July 31, 2008, in the Grand Total Amount of \$19,765.37-
- c. Second Motor Vehicle Billing in the Grand Total Amount of \$1,318,172.75
- d. Releases for July 2008 in the Grand Total Amount of \$19,159.05

ACTION REQUESTED: Approve items a-d

3. **Library**

- a. Budget Amendment #4 to Appropriate \$79,383 for Smart Start Family Literacy Grant

ACTION REQUESTED: Adopt Budget Amendment #4

4. **Board of Elections**

- a. Help America Vote Act (HAVA) Grant

ACTION REQUESTED: Authorize submission of the HAVA grant fund application for financial assistance in operating One-Stop Voting sites

5. **Designation of Voting Delegate to North Carolina Association of County Commissioners Annual Conference - August 21-24, 2008**

ACTION REQUESTED: Designate voting delegate from Board of Commissioners for the annual conference

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INFORMATION ONLY
(No Action Required)

1. Department of Inspection's Monthly Report for July 2008
2. Personnel Department's Monthly Report for July 2008
3. Public Works - Report of Health Hazard Sanitary Sewer Tap Allocations due to failing septic systems at: 1) 808 Bradford Place, Monroe; and 2) 7923 Waxhaw Highway, Waxhaw, pursuant to Section 2.6 of the Wastewater Allocation Policy adopted by the Board on September 17, 2007

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 08/11/08

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

SUBJECT: Text Amendment - Incentives For Cluster Developments Section 187

DEPARTMENT: Planning

PUBLIC HEARING: No

ATTACHMENT(S):

Text Amendment - Incentives for
Cluster Developments Section 187.

Draft Planning Board Minutes from
June 3, 2008

Statement of Plan Consistency

INFORMATION CONTACT:

Richard Black

TELEPHONE NUMBERS:

(704) 292-2580

DEPARTMENT'S RECOMMENDED ACTION: To consider text amendment.

BACKGROUND: The concept to change the cluster ordinance to reflect the yield that can be achieved in R-40 zoning was referred to the Planning Board for review by Board of County Commissioners at their March 24, 2008 meeting. The basic concept was to require the developer to submit an acceptable sketch plan for the maximum number of lots that could be located on the subject property using 40,000 square foot lots and meeting all the requirements of the ordinance. That sketch plan submission would determine the maximum number of lots that would be permitted using the cluster provisions of the ordinance. This concept was written in text amendment format and referred to the Planning Board for their recommendation. At the June 3, 2008 meeting of the Planning Board, staff presented the text amendment for their review. After considerable discussion, Planning Board was locked in a 3 to 3 vote and unable to make a recommendation in favor of or in opposition to the proposed text amendment. A public hearing was held by the Board of County Commissioners on July 21, 2008. At the public hearing, one speaker spoke in opposition to the proposed amendment.

Staff's recommendation is for denial of the proposed amendment based on the concern that the amendment will eliminate one of the major incentives for developers to produce cluster developments. Thus, cluster development will no longer be a viable alternative option to conventional subdivision development. Cluster development has a number of distinct advantages over conventional subdivisions: (1) Concentrates dwelling units on the most buildable portion of the site. (2) Preserves natural drainage systems, vegetation, open space, and other natural features that help control stormwater runoff and soil erosion, (3) Cost savings during construction achieved by the reduction in street lengths and utility installations. (4) Later savings in street and utility maintenance. (5) Reduced travel time for garbage and service

vehicle. (6) Reduction in the amount of impervious surfaces, (7) Reduces the rate at which developable land is consumed. and (8) Smaller lots generally means less landscaping, less application of pesticides and fertilizers, and less consumption of water.

In summary, due to the need to keep cluster developments as a viable option for flexible site design and to encourage diversity and creativity in subdivision developments, Staff's recommendation is for denial of the proposed text amendment.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

STATEMENTS OF CONSISTENCY FOR PROPOSED TEXT AMENDMENTS

To Approve Amendment to Paragraph (b) of Section 187, "Cluster Development"

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, and that the adoption of the proposed text amendment is reasonable and in the public interest because the amendment changes the cluster ordinance to reflect the maximum number of lots that could be achieved in R-40 zoning.

To Deny Amendment to Paragraph (b) of Section 187, "Cluster Development"

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because the existing ordinance is sufficient to describe the intent of Section 187.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 07/21/08

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

SUBJECT: Text Amendment - Incentives For Cluster Developments Section 187

DEPARTMENT: Planning

PUBLIC HEARING: Yes

ATTACHMENT(S):
Text Amendment - Incentives for
Cluster Developments Section 187.

INFORMATION CONTACT:
Richard Black

Draft Planning Board Minutes from
June 3, 2008

TELEPHONE NUMBERS:
(704) 292-2580

DEPARTMENT'S RECOMMENDED ACTION: To conduct a Public Hearing

BACKGROUND: The concept to change the cluster ordinance to reflect the yield that can be achieved in R-40 zoning was referred to the Planning Board for review by Board of County Commissioners at their March 24, 2008 meeting. The basic concept was to require the developer to submit an acceptable sketch plan for the maximum number of lots that could be located on the subject property using 40,000 square foot lots and meeting all the requirements of the ordinance. That sketch plan submission would determine the maximum number of lots that would be permitted using the cluster provisions of the ordinance. This concept was written in text amendment format and referred to the Planning Board for their recommendation. At the June 3, 2008 meeting of the Planning Board, staff presented the text amendment for their review. After considerable discussion, Planning Board was locked in a 3 to 3 vote and unable to make a recommendation in favor of or in opposition to the proposed text amendment.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

TEXT AMENDMENT: UNION COUNTY LAND USE ORDINANCE

PROPOSED AMENDMENT

1. AMEND paragraph (b) of Section 187, Cluster Development, as follows:
 - (b) The intent of this section is to authorize the developer to decrease lot sizes and leave the land “saved” by so doing as common open space, thereby lowering development costs and increasing the amenity of the project without increasing the density beyond what would be permissible if the land were subdivided into lots of the size required by Section 181. *This section is not intended, nor shall any provision herein be construed, to increase the total number of residential lots that may be developed beyond the number that would otherwise have been available without cluster development. Prior to sketch plan approval, the developer shall be required to establish, to the reasonable satisfaction of the planning staff, that the number of lots that would have been available without cluster development has not been exceeded.*
2. This Amendment shall become effective upon adoption.

Approved following public hearing this the ____ day of _____.

PUBLIC NOTICE
NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will on Monday, July 21, 2008, at 7:00 p.m. in the Commissioners' Board Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments and petitions set forth below.

**TEXT AMENDMENT:
 UNION COUNTY LAND
 USE ORDINANCE
 PROPOSED
 AMENDMENT**

1. AMEND paragraph (b) of Section 187, Cluster Development, as follows:
 (b) The intent of this section is to authorize the developer to decrease lot sizes and leave the land "saved" by so doing as common open space, thereby lowering development costs and increasing the amenity of the project without increasing the density beyond what would be permissible if the land were subdivided into lots of the size required by Section 181. This section is not intended, nor shall any provision herein be construed, to increase the total number of residential lots that may be developed beyond the number that would otherwise have been available without cluster development. Prior to sketch plan approval, the developer shall be required to establish, to the reasonable satisfaction of the planning staff, that the number of lots that would have been available without cluster development has not been exceeded.

2. This Amendment shall become effective upon adoption.

The proposed amendments may later undergo, without further notice, substantial changes resulting from objections, debate, and discussions at the hearing.

The full text and/or supporting documents relative to the proposed amendments are available for inspection and study at the Union County Planning Department located at 407 North Main Street, Room #149, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition or amendments may contact the Planning Department at 704-283-3565.

Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 98 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.
 Lynn G. West
 Clerk to the Board

NORTH CAROLINA,
 UNION COUNTY.

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths,

personally appeared Pat Deese

who being first duly sworn, deposes and says: that he is

Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

July 9, 15 2008

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 15th day of July, 2008
Pat Deese

Sworn to and subscribed before me, this 15th day of July, 2008

Bruce P. Clutz Notary Public

My Commission expires: May 11, 2013

Inches: 10 1/2
 MONROE, N.C. July 15 2008

Ad#
 ACCOUNT #: 02100167

COST: \$ 209.57

—IN ACCOUNT WITH—

The Enquirer-Journal

P.O. Box 5040
 500 W. Jefferson St.
 Monroe, N.C. 28111-5040

Important Legal Document, Please Retain

M U.C.

EXCERPT OF MINUTES OF BOARD OF COMMISSIONERS' MEETING OF MARCH 24, 2008:

DISCUSSION OF R-40 YIELD WITH CLUSTERING (This item was added to the Agenda at the request of Commissioner Openshaw):

Commissioner Openshaw referred to a recent article in **The Neighbors** section of **The Charlotte Observer** where Chairman Baucom stated everybody has to pay for the growth. He said that this statement begs the question "Why does everyone have to pay for growth; it was supposed to pay for itself and what do we do about it?" He stated that one way to save the taxpayers money is to tie the yield in clustering, the number of lots allowed to be built in cluster, to the number of lots allowed to be built with R-40 zoning. He said that in other words, the developer would have to propose an acceptable plan for having a certain number of lots from their property using R-40 zoning. Commissioner Openshaw further said that the number of lots permitted in clustering would be determined by that submission.

Commissioner Mills stated that he thought this idea would need to be reviewed by the Land Use Steering Committee. Commissioner Openshaw responded that it would not need to go to the Land Use Steering Committee, but it would need to go to the Planning Board. He questioned why there should be two different metrics for the lot yield for R-40 and clustering. He said that the County has to pay for the bonds that are issued, and if it is creating more houses, then it should be putting the argument to rest that growth pays for itself. He pointed out that 13,000 building lots have been approved and are outstanding. He said that his proposal was not something that would have an immediate impact necessarily, but it is something that levels the playing field.

Following the explanation, Commissioner Openshaw moved to refer the concept to change the cluster ordinance to reflect the yield that can be achieved in R-40 zoning to the Planning Board for review.

Vice Chairman Pressley asked if Commissioner Openshaw's motion included requesting changing zoning of R-20 clustering. Commissioner Openshaw responded that he did not study the yield equation of R-20 and questioned if it would be different than R-40. Vice Chairman Pressley said that he would like to know what is the break even cost when it pays for itself in Union County. He asked what the cost of a median house is in Union County today.

Mr. Nelson responded that he thought the taxable value of new construction would have to be established. He said that the staff could provide those answers but it would require some research. Vice Chairman Pressley said that there is a median house today, but stressed that there are not many houses being constructed at \$150,000. He said that he has heard the figure for median houses of \$230,000 or \$240,000 being the break even figure. He stated that the majority of the houses being constructed today are over that amount. He said that he would like to also know the break even point.

Mr. Nelson offered that the report from 2005 could be updated to provide current data.

Commissioner Openshaw said it is empirical – Union County is the seventh fastest growing county in the country and has the highest debt per person of any county in the state with the exception of Dare County which is the size of Monroe.

Vice Chairman Pressley said that Union County is playing catch up today for what has happened in the past. He said that he wanted to know where the County stands today.

With there being no further discussion, the motion was passed unanimously.

June 3, 2008

The Union County Planning Board met in regular session on Tuesday, June 3, 2008, at 7:00 p.m. in the Union County Board of Commissioner’s Board Room, located on the First Floor of the Union County Government Center, 500 North Main Street, Monroe, NC, 28112, with Vice Chairman Everette Medlin presiding.

PRESENT: Russell Cox, Everette Medlin, Don Kerr, Charles Greene, William McGuirt, James Howie, Dan Wooten

ABSENT: Richard Simpson, Robert Allen, Christa Boggs, Andy Williams

ALSO PRESENT: Richard Black, Roger Horton, and Pam Rivers

ITEM NUMBER ONE

Call to Order

Vice Chairman Everette Medlin called the meeting to order at 7:00 p.m. Charles Greene and William McGuirt were made voting members. Also Mr. James Howie new Planning Board member was welcomed to the board and will be sworn in at our next scheduled meeting.

ITEM NUMBER TWO

Additions and/or Deletions to the Agenda

There were no additions or deletions to this agenda.

ITEM NUMBER THREE AND FOUR

Approval of the Agenda

Approval of the May 6 2008 minutes

Motion was made by William McGuirt and seconded by Don Kerr to approve the agenda and the approval of the May 6, 2008 minutes.

ITEM NUMBER FIVE

Preliminary Plat Review of PARK GROVE MEADOWS, for Mr. Cody Helms, containing 25.17 acres with 11 lots, located off Corinth Church Road (S.R. # 1158) being within Monroe Township.

STAFF RECOMMENDATIONS:

FAVORABLE, WITH COMMENTS

The following comments have been received from various review agencies:

Union County Stormwater – No 100-year flood prone area.

Department of Transportation – No comment has been received.

County Schools – This development will be in the current Walter Bickett Elementary, Monroe Middle, and Monroe High School districts. Walter Bickett Elementary is over capacity; however Monroe Middle and Monroe High are under capacity. The proposed development, even when fully built out, would not bring Monroe Middle or Monroe High up to its rated capacity. At Walter

Bickett however, the development would add to current over-capacity problems, such as mobile classrooms, inadequate capacity for food service and restroom facilities, rationing of access to the library, insufficient parking and queuing space for parents to safely deliver or pick up their children, and inadequate planning/meeting space for additional staff.

Public Works Department – Union County water is available, however sewer is not available.

Health Department – Will Closely monitor this development relative to on-site wastewater disposal.

Planning Department – The plat should be approved with the following comments being met when filing for final plat approval:

1. Developer shall be responsible for receiving written approval from the NC Department of Environment and Natural Resources on the sedimentation/erosion control plans, and the NC Division of Water Quality on storm water, and Union County Public Works Dept. on water plans, and the North Carolina Dept. of Transportation on the road profiles.
2. Developer shall post a 15% road maintenance security in accordance with Section 83(b), as well as a construction guarantee equaling 125%, if necessary, when submitting the final plat.
3. Any on-site disposal shall be delineated according to Section 180 of the Union County Land Use Ordinance.
4. The final plat shall be submitted in digital format.

Adequate Public Facilities Staff Review

As described on the Major Development Permit Application this review is for a development identified as Park Grove Meadows. This development is located on tax parcels 09-327-019A placing it in the attendance areas of Walter Bickett Elementary, Monroe Middle, and Monroe High. As submitted, this development will create 11 new single-family residences, which will impact the schools as follows: Walter Bickett Elementary – 6 students, Monroe Middle – 2 students, Monroe High – 2 students. The current capacity of the existing schools is as follows: Walter Bickett Elementary – 450 students, Monroe Middle – 1000 students, Monroe High – 840 students. The total existing and permitted demand on these schools is as follows: Walter Bickett Elementary – 743 students, Monroe Middle – 796 students, Monroe High – 853 students. When planned capacity from the first 2 years of the CIP is added to Walter Bickett Elementary the elementary level becomes compliant. When years 3-5 of the CIP are added to Monroe High School it has some capacity. Based on the above information this development is compliant with school capacity for the elementary and middle school levels only. The applicant has agreed, in order to become compliant with the APF section, to provide mitigation in the form of the developments pro rata share of facility capacity costs necessary to accommodate the demand it generates for 2 of the 11 lots. The applicant has agreed to delay final plats until August 2010, when, according to the CIP capacity will become available at the high school level, for the remaining 9 lots.

Based on this information staff recommends that, as long as all other requirements of the Land Use Ordinance are met, the Planning Board approve this subdivision with the following conditions*:

1. This development be allowed to final plat an initial 2 lots provided the developer pay the pro rata share of facility capacity costs necessary to accommodate the demand generated by 2 of the 11 lots. At the time of evaluation this is \$3750 per lot.
2. This development be allowed to final plat the remaining 9 lots on August 1, 2010, when, according to the CIP capacity will exist at the high school level.

*If additional school capacity becomes available and the applicant requests a new evaluation by staff and the results of the evaluation are favorable to the applicant the conditions may be modified by staff without additional action required by the Planning Board.

Mr. Cody Helms developer, came up to answer questions from the Board.

Motion was made by Charles Greene and seconded by Don Kerr, for a FAVORABLE WITH COMMENTS, recommendation. The vote was 6 to 0.

ITEM NUMBER SIX

Preliminary Plat Review of RUSTIC CREEK Subdivision, for Jake Helder & Steve Sayer, containing 45.18 acres with 11 lots, located off Steele Road (S.R. #1177), being within Jackson Township.

STAFF RECOMMENDATION: FAVORABLE, WITH COMMENTS

The following comments have been received from various review agencies:

Union County Stormwater – No 100 year flood prone area.

Department of Transportation – No comment has been received.

County Schools – This development will be in the current Waxhaw Elementary, Parkwood Middle, and Parkwood High School districts. Waxhaw Elementary is presently below capacity, however both Parkwood Middle and Parkwood High Schools are above capacity. The proposed development, even when fully built out, would bring Waxhaw Elementary up to its rated capacity, assuming the currently accepted student generation rate. At Parkwood Middle and High Schools however, the development would likely bring Parkwood High just over capacity and add to current over-capacity problems at Parkwood Middle, such as mobile classrooms, inadequate capacity for food service and restroom facilities, rationing of access to the library, insufficient parking and queuing space for parents to safely deliver or pick up their children, and inadequate planning/meeting space for additional staff.

Public Works Department – Neither Union County water, nor sewer is available.

Health Department – Will closely monitor this development relative to on-site wastewater disposal, and assist with placement of private individual wells.

Planning Department – The plat should be approved with the following comments being met when filing for final plat approval:

1. Developer shall be responsible for receiving written approval from the NC Dept of Environment and Natural Resources on the sedimentation/erosion control plans, NC Division of Water Quality on storm water, and the NC Dept of Transportation on the road profiles.
2. Developer shall post a 15% road maintenance security in accordance with Section 83(b), as well as a construction guarantee equaling 125%, if necessary, when submitting the final plat.

3. Any on-site disposal shall be delineated according to Section 180 of the Land Use Ordinance.
4. The final plat shall be submitted in digital format.
5. The street sign must be paid for in the Union County Purchasing Dept. before final plat approval.

Adequate Public Facilities Staff Review

As described on the Major Development Permit Application this review is for a development identified as Rustic Creek. This development is located on tax parcels 05-099-004 placing it in the attendance areas of Waxhaw Elementary, Parkwood Middle, and Parkwood High. As submitted, this development will create 11 new single-family residences, which will impact the schools as follows: Waxhaw Elementary – 6 students, Parkwood Middle – 2 students, Parkwood High – 2 students. The current capacity of the existing schools is as follows: Waxhaw Elementary – 804 students, Parkwood Middle – 1000 students, Parkwood High – 1235 students. The total existing and permitted demand on these schools is as follows: Waxhaw Elementary – 734 students, Parkwood Middle – 1090 students, Parkwood High – 1364 students. No capacity in the first 2 years or years 3-5 exists for either Parkwood Middle or High Schools. Based on the above information this development is compliant with school capacity for the elementary level only. The applicant has agreed, in order to become compliant with the APF section, to provide mitigation in the form of the developments pro rata share of facility capacity costs necessary to accommodate the demand it generates. The applicant has further agreed to phase the development such that during the first year only ten lots will be platted and during the second year the remaining 1 lot will be developed.

Based on this information staff recommends that, as long as all other requirements of the Land Use Ordinance are met, the Planning Board approve this subdivision with the following conditions*:

3. At the time of final plat approval the applicant provide the pro rata share of facility capacity costs necessary to accommodate the demand generated by the development. At the time of evaluation this is \$6981 per lot.
4. Only 10 lots will be approved for final plat approval during the first year after major development approval and the remaining 1 lot will be approved during the second year after major development approval.
5. Before final plat approval a consent agreement must be approved by the Board of County Commissioners outlining the above information.

*If additional school capacity becomes available and the applicant requests a new evaluation by staff and the results of the evaluation are favorable to the applicant the conditions may be modified by staff without additional action required by the Planning Board.

Kevin with Frontier Land Surveying came up to answer questions from the board.

Motion was made by Russell Cox and seconded by William McGuirt to approve. The vote was 6 to 0.

ITEM NUMBER SEVEN

Preliminary Plat Review of NNP-IV SECREST – PHASE 1A Subdivision, for NNP-IV SECREST, LLC, containing 96.31 acres with 81 lots, located off NC Hwy 84 being within Monroe Township.

STAFF RECOMMENDATION: FAVORABLE, WITH COMMENTS

The following comments have been received from various review agencies:

Union County Stormwater – The 100 year flood prone area appears to be correctly delineated.

Department of Transportation – No comment has been received.

County Schools – This development will be in the current Rocky River Elementary, Sun Valley Middle and Sun Valley High School districts. Rocky River Elementary is presently below capacity. Sun Valley Middle School and Sun Valley High School are currently above capacity. The proposed development when fully built out would bring Rocky River Elementary over capacity and add to current over-capacity problems at Sun Valley Middle and High, such as mobile classrooms, inadequate capacity for food service and restroom facilities, rationing of access to the library, insufficient parking and queuing space for parents to safely deliver or pick up their children, and inadequate planning/meeting space for additional staff.

Public Works Department – County water/sewer are available to service 81 lots.

Health Department – Finds the basic plans to be in good order, being based on the proposed use of a county water/sewer facilities.

Planning Department – The plat should be approved with the following comments being met when filing for final plat approval:

1. Developer shall be responsible for receiving written approval from the NC Dept of Environment and Natural Resources on the sedimentation/erosion control plans, NC Division of Water Quality on storm water and sewer system, Union County Public Works Dept. on sewer/water plans, and the NC Dept. of Transportation on the road profiles.
2. Developer shall post a 15% road maintenance security in accordance with Section 83(b), as well as a construction guarantee equaling 125%, if necessary, when submitting the final plat.
3. Any on-site disposal shall be delineated according to Section 180 of the Land Use Ordinance.
4. The final plat shall be submitted in digital format.
5. Street signs must be paid for in the Union County Purchasing Dept. before final plat approval.
6. The Union County Storm Water Dept. must approve the storm water plans.
7. The creation of a Home Owners Association to maintain all private utilities and amenities.
8. Need to change Tall Grass Street suffix (Drive, Court, Lane etc...)

Adequate Public Facilities Staff Review

As described on the Major Development Permit Application this review is for a development identified as NNV IV Secrest Property. This development is located on tax parcel 09-405-007D placing it in the attendance areas of Wesley Chapel Elementary, Weddington Middle, and Weddington High. As submitted, this development will create 81 new single-family residences, which will impact the schools as follows: Wesley Chapel Elementary – 43 students, Weddington Middle – 16 students, Weddington High – 18 students. The current capacity of the existing schools is as follows: Wesley Chapel Elementary – 578 students, Weddington Middle – 1000 students, Weddington High – 1400 students. The total existing and permitted demand on these schools is as follows: Wesley Chapel Elementary – 1376 students, Weddington Middle – 2242 students, Weddington High – 2444 students. Capacity exists within the first two years of the CIP for Wesley Chapel Elementary and Weddington High School. Based on the above information this development is compliant with school capacity for the elementary and high school levels. Capacity exists in years 3-5 of the CIP for Weddington Middle School, which for purposes of the APF section requires mitigation. The applicant has agreed, in order to become compliant with the APF section, to provide

mitigation in the form of delaying final plat of this development until August 2009 when, according to the CIP, capacity will become available.

Based on this information staff recommends that, as long as all other requirements of the Land Use Ordinance are met, the Planning Board approve this subdivision with the following conditions*:

6. Final platting of this development shall be delayed until August 1, 2009.

*If additional school capacity becomes available and the applicant requests a new evaluation by staff and the results of the evaluation are favorable to the applicant the conditions may be modified by staff without additional action required by the Planning Board.

Mr. Wes Hinson, attorney for NNP IV-SECRET, LLC came up to answer questions from the board and Mr. Kevin Graham developer/owner.

There was some discussion among the board on the APFO on the old attendance areas and the new attendance areas for this subdivision.

Lee Jenson zoning administrator said he was going by the information that he had in the APFO Ordinance.

Motion was made by Don Kerr and seconded by Dan Wooten, for a FAVORABLE WITH COMMENTS, recommendation. The vote was 6 to 0.

ITEM NUMBER EIGHT

**Text Amendment – Incentives for Cluster Developments
(Tabled at the May 6, 2008 Planning Board Meeting)**

Mr. Richard Black explained the Text Amendment – Incentives for Cluster Developments with the Board.

TEXT AMENDMENT: UNION COUNTY LAND USE ORDINANCE

PROPOSED AMENDMENT

1. AMEND paragraph (b) of Section 187, Cluster Development, as follows:
 - (b) The intent of this section is to authorize the developer to decrease lot sizes and leave the land “saved” by so doing as common open space, thereby lowering development costs and increasing the amenity of the project without increasing the density beyond what would be permissible if the land were subdivided into lots of the size required by Section 181. *This section is not intended, nor shall any provision herein be construed, to increase the total number of residential lots that may be developed beyond the number that would otherwise have been available without cluster development. Prior to sketch plan approval, the developer shall be required to establish, to the reasonable satisfaction of the*

planning staff. that the number of lots that would have been available without cluster development has not been exceeded.

2. This Amendment shall become effective upon adoption.

Approved following public hearing this the _____ day of _____.

Motion was made by Dan Wooten and seconded by Don Kerr to reject the amendment and leave the Cluster Developments as it is now. The vote was 3 to 3.

ITEM NUMBER NINE

Planning Staff Report (Work in Progress)

Mr. Black noted to the Planning Board that the next Steering Committee meeting would be on Tuesday, June 17, 2008 at 5:00 pm in the Personnel Training Room.

Mr. Black introduced Mr. Brad Schuler our new Planner to the board.

Mr. Black mentioned to the board that our next meeting would be July 1, 2008 and everyone agreed that would be fine.

ITEM NUMBER TEN

Brief Comments

| | |
|-----------------|--------------------------------|
| Everette Medlin | Glad everyone worked together. |
| Russell Cox | No Comment |
| Everette Medlin | No Comment |
| Charles Greene | No Comment |
| Don Kerr | No Comment |
| Dan Wooten | No Comment |
| James Howie | No Comment |

ITEM NUMBER ELEVEN

Adjournment

The meeting adjourned at 9:00 p.m.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 07/21/2008

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

SUBJECT: Unionville Branch

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):
Interlocal Agreement dated
01/06/2003 (will be sent by interoffice
mail)

INFORMATION CONTACT:
Martie Smith

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

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Library Director to give the town of Unionville three months notice to discontinue library service from the Unionville Town Hall, as provided by the attached Interlocal agreement, Section C, paragraph 2, B. "Termination without Cause".

BACKGROUND: On January 6, 2003, an interlocal agreement was signed by Union County and the town of Unionville to establish a "sub-regional" library in the Unionville Town Hall. Several factors have contributed to the lack of success of this branch library. The location is not convenient, being removed from normal shopping patterns. The limited space (1350 sq. ft.) restricts the number and variety of available onsite materials, so that it is unlikely that library users can satisfy all of their needs at that location. Attempts to focus the collection on children's materials and popular reading have not significantly impacted use. On a survey conducted in summer 2005, of the 121 registered Unionville borrowers, all but 18 said that they use other Union County Public Library branches as well. In the 5 1/2 year history of the Unionville branch, only 22,920 items have been checked out. This is fewer than one month's activity at Union West Regional Library.

The cost of delivering library service from the Unionville sub-regional is over 4 times the cost per borrower than the cost of delivering service from Union West Regional Library. The resources -- staff, books, supplies, computer equipment -- are needed to meet demands at Union West. Consequently, at its June 17th meeting, the Library Board unanimously passed the following motion: Due to staff shortages and increased borrowing costs which could be better applied elsewhere, the Library Board recommends that the Board of County Commissioners close the Unionville Sub-regional Library as expeditiously as possible.

FINANCIAL IMPACT: No budgetary impact. Assets will be transferred from Unionville to Union

West.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Town of Unionville
 Party/Vendor Contact Person: David Lee Contact Phone: 704-289-4577
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: PO Drawer 99 City: Monroe State: NC Zip: 28111-0299
 Department: Library Amount: NA
 Purpose: Interlocal Agreement for operation of sub-regional library
 Budget Code(s) (put comma between multiple codes): _____

Amounts expended pursuant to this Agreement will be less than \$300,000. [Check if applicable]
 TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 01/01/03
 If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
 This document has been reviewed and approved by the Department Head as to technical content.
 Department Head's Signature D. Lee Date: 12/12/02

ATTORNEY

Approval by Board Approval by Manager Requires Certificate
 This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
 Attorney's Signature Jeffrey L. Cook Date: 12/12/02

INFORMATION TECHNOLOGY DIRECTOR

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

This document has been reviewed and approved by the Information Systems Director as to technical content.
 IT Director's Signature _____ Date: _____

Date Received 12/12/02

BUDGET AND FINANCE

Yes No Sufficient funds are available in the proper category to pay for this expenditure.
 Yes No This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
 Budget Code: _____ Vendor No.: 11530 Encumbrance No. _____
 Notes: _____
 Yes No - A budget amendment is necessary before this agreement is approved.
 Yes No - A budget amendment is attached as required for approval of this agreement.
 Finance Director's Signature Amanda Harrington Date: 12-18-02

CLERK

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

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No
 County Manager's Signature _____ Date: 1.6.03

NORTH CAROLINA

INTERLOCAL AGREEMENT

UNION COUNTY

THIS AGREEMENT, made and entered into this 6th day of January, ~~2002~~ ²⁰⁰³, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "the County," and the TOWN OF UNIONVILLE, a North Carolina municipal corporation, hereinafter referred to as "the Town."

WITNESSETH:

WHEREAS, the Union County Board of Commissioners has established a Branch Library Policy endorsing a system of regional libraries, to include a sub-regional library (the "Library") located in the Unionville Town Hall, 1102 Unionville Church Road, in the Town of Unionville; and

WHEREAS, the County and the Town desire to establish a policy for the operation, maintenance, and use of the Library; and

WHEREAS, pursuant to Article 20, Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to jointly exercise powers and functions through interlocal cooperation; and

WHEREAS, the County and the Town pursuant to this statute have agreed upon the terms of an undertaking for the operation, maintenance, and use of the Library as hereinafter set out.

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

1. PURPOSE. The purpose of this Agreement is to establish parameters and assign responsibilities for the operation, maintenance, and use of the Library.

A. Operation.

At its own expense, the County shall provide books, periodicals, newspapers, video and audio tapes, and other reference materials (collectively the "Reference Materials") for operation of the Library. The County shall also provide, or cause to be provided, automation hardware and software for use within the Library. The parties acknowledge that the automation hardware and software will be provided jointly by the County and The Library Foundation, a nonprofit corporation which has secured a grant for this purpose. The County shall also provide at least one staff person during the Library's hours of operation. Unless otherwise agreed by

the parties, the County and the Town agree that the Library shall be operated for a minimum of fifteen (15) hours per week pursuant to a schedule approved by both parties; provided that the hours of operation shall be within the parameters of the hours of operation for the Union County Public Library in Monroe. The County may reduce the number of hours of operation in the event in any given year sufficient funds are not budgeted to enable operation at the stated level. The Town agrees to utilize the Library for the purpose of providing library services to the citizens of Union County without regard to race, color, religion, sex, national origin, political affiliation, handicap, or age. The Town agrees that the Library shall be operated in accordance with the general policies and procedures of the Union County Public Library, a copy of which shall be provided to the Town upon request.

B. Maintenance and Repairs; Utilities; and Security.

1. Maintenance and Repairs.

The Town, at its sole expense, shall keep the interior and exterior premises of the Library in good order and repair and in a neat and presentable condition, it being the intent of the parties that the Town shall have sole responsibility for the provision of maintenance and repair to the Library, including its utilities systems, grounds, and parking areas, but excluding any automation hardware and software. All maintenance and repairs shall be provided in a timely manner. Without limiting the generality of the foregoing, the Town's obligation for maintenance of the Library includes (but is not limited to) the following:

- a. Regular janitorial services to be provided at sufficient frequency to keep the Library in a neat, clean, and presentable condition, the schedule for such services to be subject to approval by the County and the Town;
- b. Preventive maintenance, to include interior and exterior painting, polishing, and waxing;
- c. Same-day response for special or emergency situations, including spills, carpet soiling, plumbing emergencies, leaks, damaged ceiling tiles, vandalism, electrical outages, utility malfunctions, or other special conditions that endanger patrons and staff or threaten normal operation of the Library;
- d. Landscape maintenance, including mowing, raking, and fertilizing;
- e. Provision of regular pest control; and

- f. The storage of sufficient cleaning materials on-site at the Library; provided that the County shall be responsible for providing bathroom tissue and hand soap, as needed.

2. Utilities.

The Town shall ensure that the Library is served by electricity, gas, hot and cold running water, heat, air conditioning, telecommunications service and any other necessary utility or utilities, all provided in such manner as may be necessary for comfortable use of the Library for its intended purpose(s). The Town shall install or have installed a new telephone line to be dedicated for use relative to the Library, the placement of which shall be subject to approval by the County. Except for expenses related to the dedicated telephone line, all of which shall be paid by the County, the parties agree to share expenses for utilities, the County's share of such expenses to be apportioned based on an estimate of the ratio that the sub-regional Library hours of operation bear to the total hours of operation of the Town Hall facilities. The County may request verification of the computation of such apportionment.

3. Security.

The Town, at its sole expense, shall provide such security personnel and equipment as may be reasonably necessary to protect the interests of the County and the Town and patrons of the Library, both their person and property, from injury or damage. The Town shall be responsible for authorizing and scheduling all use of the Library during non-business hours and for protecting the Reference Materials, and any other property owned by the County and housed in the Library, during such use.

- C. Insurance and Indemnification.

1. Insurance.

The County and the Town shall secure and maintain during the term of this Agreement the following insurance issued by a company or companies authorized to do business in North Carolina. The limits of coverage shall be reviewed on a biennial basis and increased to the limits of liability maintained at the time of review by local governments similarly situated to the County and the Town.

- a. Comprehensive general liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The County shall be

named as an additional insured on the Town's policy, and such status as additional insured shall be evidenced by a written endorsement to the policy provided to the County; and

- b. Auto liability insurance with a combined single limit of one million dollars (\$1,000,000) to cover owned, non-owned and hired automobiles; and
- c. Workers' Compensation insurance in the statutory amount.

The Town shall procure such property insurance as desired by the Town for protection of the Town Hall from damage. The County shall procure such property insurance as desired by the County for protection of County-owned contents of the Library from damage.

Each party waives, to the fullest extent permitted by their applicable policies, the right of subrogation which any insurer or such party may have against the other party by reason of any damage to the Town Hall. Neither party ("Exonerated Party") shall be liable to the other ("Insured Party") or to any insurance company (by way of subrogation or otherwise) insuring the Insured Party for any loss or damage to property or loss of income or loss under workman's compensation laws and benefits, even though such loss was occasioned by the negligence of the Exonerated Party, its agents, employees or contractors, if such loss is covered by insurance benefitting the Insured Party. If the commercial property insurance, if any, purchased by the Town for protection of the Town Hall and by the County for protection of its contents does not expressly allow the Insured Party to waive rights of subrogation prior to loss, the Town and/or the County, as applicable, shall cause the policy to be endorsed with a waiver of subrogation as required above.

Certificates of insurance evidencing such coverage shall be provided by each party to the other upon request.

2. Indemnification.

To the extent permitted by applicable law, the County agrees to protect, defend, indemnify and hold the Town, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the

County, its officers or employees.

To the extent permitted by applicable law, the Town agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Town, its officers or employees.

2. **DURATION.** This Agreement shall begin as of the effective date shown above and shall continue until terminated as provided below:

A. **Termination for Cause.**

In the event of any material breach or default by the County or the Town of the terms and conditions of this Agreement, the party not in default shall give written notice of breach to the party in default. If within thirty (30) days after issuance of such notice the party in default shall have failed to cure such default, then in that event, the party not in default may terminate this Agreement for cause.

B. **Termination Without Cause.**

Either party may terminate this Agreement without cause upon not less than three (3) months written notice to the other party.

C. **Termination Due to Nonappropriation.**

In the event the Union County Board of Commissioners does not appropriate funds for the continuation of this Agreement in any fiscal year after the first fiscal year, then this Agreement may be terminated by the County. To effect the termination of this Agreement, the County shall, thirty days following the beginning of the fiscal year for which the Board of Commissioners does not appropriate funds, send the Town written notice stating that the Board of Commissioners failed to appropriate funds. The County shall thereafter be released from its obligations imposed pursuant to this Agreement.

3. **PERSONNEL.** The County shall utilize its own personnel in order to staff the Library in accordance with the terms of this Agreement. The Town shall utilize its own personnel in order to maintain, repair, and secure the Library, its grounds, and parking areas in accordance with the terms of this Agreement. Either party may use subcontractors in lieu of its own personnel for provision of these services.

4. **FINANCING.** The parties shall be responsible for expenses as set forth in this Agreement.
5. **REAL PROPERTY.** The Library, as part of the Town Hall, shall be owned by the Town.
6. **AMENDMENT.** This Agreement may be amended in writing duly authorized by the governing bodies of both the County and the Town and executed by the appropriate officials of both.
7. **NOTICE.** Whenever notice is required to be given pursuant to the terms of this Agreement, such notice shall be deemed to have been sufficiently given when mailed by United States Mail, certified mail, return receipt requested, addressed to the parties as follows:

To the County: County Manager
 500 N. Main Street
 Room 925
 Monroe, NC 28112

with copy to: Library Director
 Union County Library
 316 East Windsor Street
 Monroe, NC 28112

To the Town: Town of Unionville
 1102 Unionville Church Road
 Monroe, NC 28110

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

8. **MISCELLANEOUS.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the

State of North Carolina sitting in Union County, North Carolina. Neither the County nor the Town shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

9. FORCE MAJEURE.

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the completion deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonable possible once the Force Majeure is overcome or ameliorated.

10. AUTHORITY.

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

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

written.

ATTEST:

UNION COUNTY

By Lynn S. West
Clerk to the Board

BY: [Signature]
County Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. [Signature]
(Union County Finance Officer) 12/18/02

ATTEST:

TOWN OF UNIONVILLE



BY: [Signature]
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. [Signature]
(Town of Unionville Finance Officer)

Approved As To Legal Form [Signature]

UNION COUNTY
BOARD OF COMMISSIONERS

6/2/08
Meeting
6/16/08
Meeting
7/21/08

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

7/21/08
8/11/08

Action Agenda Item No. 82
(Central Admin. use only)

SUBJECT: Approval of Easements Across Public Works Property

DEPARTMENT: Public Works

PUBLIC HEARING: Choose one....

ATTACHMENT(S):
Easement Exhibit

INFORMATION CONTACT:
Christie Putnam

TELEPHONE NUMBERS:
296.4212

DEPARTMENT'S RECOMMENDED ACTION: Approve Easements to the City of Monroe across Tallwood property

BACKGROUND: The City of Monroe has requested an easement across our Tallwood WWTP for a gas line. This easement has been reviewed and is not in conflict with our operations.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



CITY OF MONROE

P.O. BOX 69 • MONROE, NORTH CAROLINA 28111-0069
FAX 704-283-9098

July 2, 2008

Mr. Al Greene
Union County Manager
500 N. Main Street, Suite 918
Monroe, NC 28112

Dear Al:

Thank you for contacting me regarding the request from the City for a natural gas utility easement across County property. This easement is of great importance to not only the City of Monroe, but also Union County.

The easement we have requested is needed for part of the City's proposed 43-mile natural gas transmission line, which will connect Monroe's municipal natural gas system directly to the Transcontinental Pipeline just south of Mooresville. As you may be aware, this is a project that Monroe has pursued for nearly 10 years, and one which will provide for a long term, secure, and economically beneficial supply of natural gas to Monroe's customers. I am also aware there is considerable opposition to this pipeline, especially from residents in and around the Fairview community. This project is more complicated than can possibly be fully explained in a letter, but I will review some basic facts concerning the project below.

1. As compared to our current (or any proposed) Piedmont Natural Gas Company contract, the pipeline will allow for firm delivery of more than three times as much natural gas into Monroe's system than we currently receive.
2. The pipeline debt service cost is estimated to be less than the current annual payment from the City to Piedmont for natural gas transmission service or any proposed new contracts from Piedmont.
3. The project will result in lower overall natural gas costs and long term security for our 10,000 plus residential, commercial, and industrial natural gas customers located in Monroe, Wingate, Marshville, Unionville, and portions of unincorporated Union County.

Mr. Al Greene

Page 2

July 2, 2008

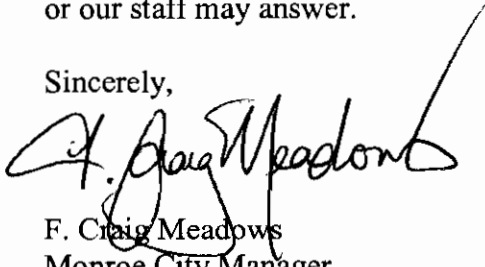
4. This project will allow for natural gas service to be available in Union County in areas where the project parallels existing NCDOT rights of way. Specifically, natural gas service will be available along Highway 601 from just south of Brief Road to just north of Clontz Long Road, and along Ridge Road from Unionville-Indian Trail Road to Indian Trail-Fairview Road.

5. We also firmly believe the pipeline will provide for significant economic development opportunities that will have a positive impact on all citizens of Union County.

We hope you will agree that this project is of great importance to the future of Union County, and we respectfully request that the Board of Commissioners review and approve our easement request.

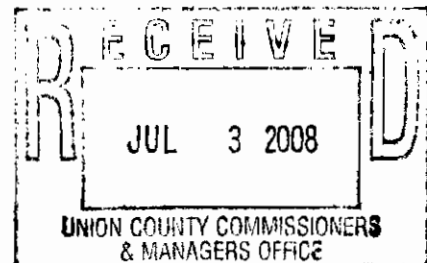
Thank you in advance, and please let me know if there are any additional questions that I or our staff may answer.

Sincerely,



F. Craig Meadows
Monroe City Manager

cc: Mayor Kilgore and City Council Members
Terry Sholar, City Attorney
Don Mitchell, Director of Energy Services



NORTH CAROLINA
UNION COUNTY

Excise Tax: _____
Tax Ref. No.: _____

UTILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Union County, a Body Politic, in consideration of \$3,300.00 paid to Union County by the City of Monroe and in further consideration of benefits accruing to itself, its heirs, representatives and successors in title, receipt whereof is hereby acknowledged, do hereby grant and convey to the City of Monroe, a North Carolina Municipal Corporation, Grantee, and its successors and assigns the perpetual right, privilege and easement to go in and upon its property, as described in deed duly recorded in the Office of the Register of Deeds for Union County in Book 757, at page 01, to which reference is hereby made for a more particular description.

The specific location and dimensions of the permanent easement and any temporary easement are found on **EXHIBIT A** attached hereto and to which reference is made for a more particular description.

Grantee's right to enter Grantor's land shall be confined to streets, roads and driveways when they exist at the time entry is necessary and when they are adequate for Grantee's purposes, but when they do not exist or are not adequate, such right to enter shall be over the nearest most practical route or routes to said easement.

The right and privilege and easement shall include construction, maintenance and operation in, upon, across and through said premises in a proper manner all utilities (water, sewer, power, telecommunication, and/or gas), together with the right to install taps and appliances with right at all times to enter upon said premises for the purpose of inspecting said lines and to make necessary repairs, improvements and alterations thereupon. The following rights are also being granted:

- a. To remove from the right-of-way, now or at any time in the future, trees, structures, or other obstructions that may interfere with the proper maintenance and operation of said easement.
- b. To regulate, restrict, or prohibit any future building, fence, or other type temporary or permanent structure within the easement.
- c. To regulate, restrict, or prohibit any future placement of trees, shrubbery, or bushes within the easement.
- d. To regulate, restrict, or prohibit any changes of grade within the easement.

Further provided however: 1. The City of Monroe agrees to compensate the property owner for any future damages as the result of construction and/or maintenance of said utilities, and 2. The City of Monroe agrees to leave the property in as good condition as before construction.

To have and to hold said right and easement to it the said Grantee and its successors in title forever.

IN TESTIMONY WHEREOF, the party(ies) of the first part, Grantor(s) has (have) hereunto set its hand(s) and seal(s) on the _____ day of _____, 20_____.

Union County

By: _____
County _____

ATTEST:

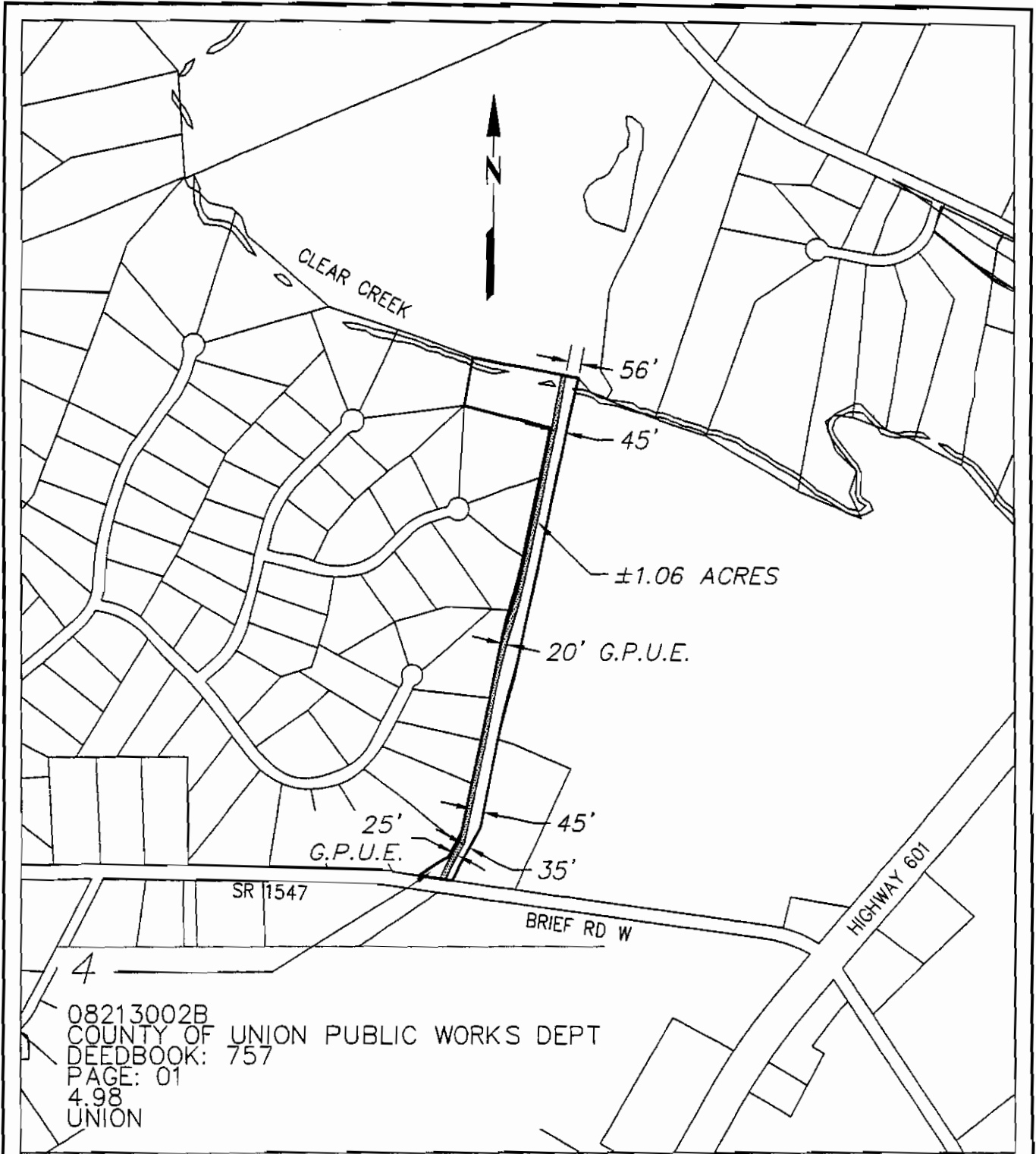
(SEAL)

NORTH CAROLINA - UNION COUNTY

I, _____, a Notary Public in and for said County and State do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of Union County a Body Politic, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its seal and attested by himself/herself as its _____.

Witness my hand and Official Seal, this the _____ day of _____, 20_____.

My commission expires: _____ (SEAL)
Notary Public



08213002B
 COUNTY OF UNION PUBLIC WORKS DEPT
 DEEDBOOK: 757
 PAGE: 01
 4.98
 UNION

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH APPLICABLE LAND DEVELOPMENT REGULATIONS.

| | | | | |
|--------------------|---|--------------|-------------------|------------------|
| ENG. BY KPK | CITY OF MONROE ENERGY SERVICES DEPARTMENT | | | |
| DWN. BY TPC | EXHIBIT "A" UTILITY EASEMENT FOR PARCEL 08177003 | | | |
| PROJ. NO. 20306 | DATE 07-02-07 | SCALE NTS | SHEET 01 of 01 | Proj Parcel 4 |



UNION COUNTY PUBLIC WORKS

Christie L. Putnam, P.E., Director

MEMORANDUM

To: John Burns
From: Christie Putnam
Date: August 9, 2001
Subject: Requested Utility Easement

Please see attached memo. Union County Public Works is amenable to granting this easement. Please let me know if you need additional information. Thank you.



UNION COUNTY PUBLIC WORKS

Christie L. Putnam, P.E., Director

DATE: August 7, 2007

TO: Christie Putnam, Director

FROM: Mark Tye

SUBJECT: Requested Utility Easement – City of Monroe

Approved
C. Putnam
8/9/07

The city is requesting a 20 foot utility easement for the placement of a 10-inch gas main through the Tallwood WWTP property. The proposed easement runs parallel to our driveway and then crosses the plant site east of the existing WWTP. The alignment should not pose any problems should we move forward with replacing the WWTP.

The City is willing to pay \$3,300.00 for the easement. It is against their policy to "give us a tap".

I recommend we grant the easement. If you concur please forward this package to the appropriate legal folks for execution.

Thank you.

NORTH CAROLINA
UNION COUNTY

Excise Tax: _____
Tax Ref. No.: _____

UTILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Union County, a Body Politic, in consideration of \$3,300.00 paid to Union County by the City of Monroe and in further consideration of benefits accruing to itself, its heirs, representatives and successors in title, receipt whereof is hereby acknowledged, do hereby grant and convey to the City of Monroe, a North Carolina Municipal Corporation, Grantee, and its successors and assigns the perpetual right, privilege and easement to go in and upon its property, as described in deed duly recorded in the Office of the Register of Deeds for Union County in Book 757, at page 01, to which reference is hereby made for a more particular description.

The specific location and dimensions of the permanent easement and any temporary easement are found on EXHIBIT A attached hereto and to which reference is made for a more particular description.

Grantee's right to enter Grantor's land shall be confined to streets, roads and driveways when they exist at the time entry is necessary and when they are adequate for Grantee's purposes, but when they do not exist or are not adequate, such right to enter shall be over the nearest most practical route or routes to said easement.

The right and privilege and easement shall include construction, maintenance and operation in, upon, across and through said premises in a proper manner all utilities (water, sewer, power, telecommunication, and/or gas), together with the right to install taps and appliances with right at all times to enter upon said premises for the purpose of inspecting said lines and to make necessary repairs, improvements and alterations thereupon. The following rights are also being granted:

- a. To remove from the right-of-way, now or at any time in the future, trees, structures, or other obstructions that may interfere with the proper maintenance and operation of said easement.
- b. To regulate, restrict, or prohibit any future building, fence, or other type temporary or permanent structure within the easement.
- c. To regulate, restrict, or prohibit any future placement of trees, shrubbery, or bushes within the easement.
- d. To regulate, restrict, or prohibit any changes of grade within the easement.

Further provided however: 1. The City of Monroe agrees to compensate the property owner for any future damages as the result of construction and/or maintenance of said utilities, and 2. The City of Monroe agrees to leave the property in as good condition as before construction.

To have and to hold said right and easement to it the said Grantee and its successors in title forever.

IN TESTIMONY WHEREOF, the party(ies) of the first part, Grantor(s) has (have) hereunto set its hand(s) and seal(s) on the _____ day of _____, 20_____.

Union County

By: _____
County _____

ATTEST:

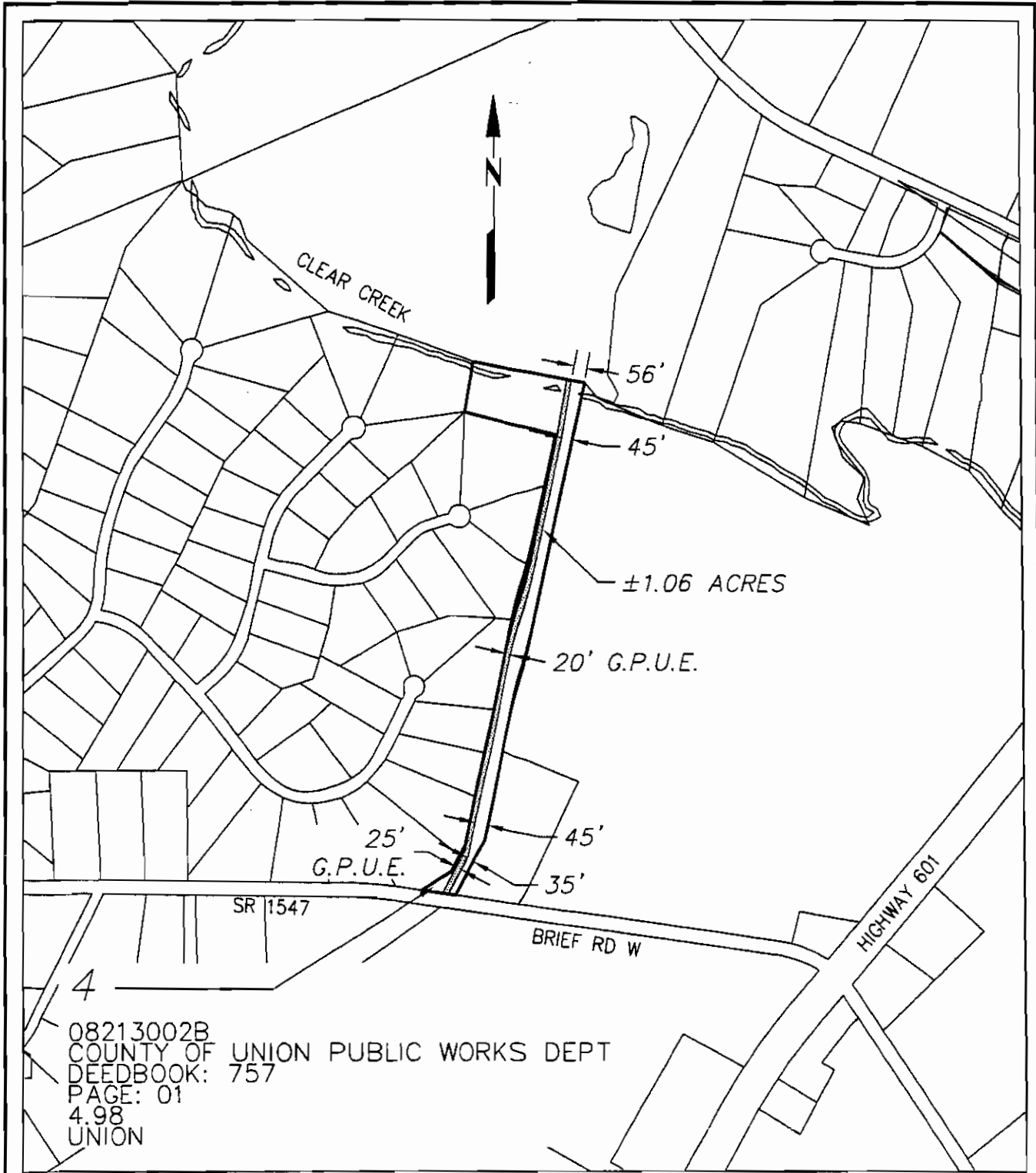
(SEAL)

NORTH CAROLINA - UNION COUNTY

I, _____, a Notary Public in and for said County and State do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of Union County a Body Politic, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its seal and attested by himself/herself as its _____.

Witness my hand and Official Seal, this the _____ day of _____, 20_____.

My commission expires: _____ (SEAL)
Notary Public



08213002B
 COUNTY OF UNION PUBLIC WORKS DEPT
 DEEDBOOK: 757
 PAGE: 01
 4.98
 UNION

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH APPLICABLE LAND DEVELOPMENT REGULATIONS.

| | | | | | |
|--------------------|------------------|---|-------------------|------------------|--|
| ENG. BY KPK | | CITY OF MONROE ENERGY SERVICES DEPARTMENT | | | |
| DWN. BY TPC | | EXHIBIT "A" UTILITY EASEMENT FOR PARCEL 08177003 | | | |
| PROJ. NO. 20306 | DATE 07-02-07 | SCALE NTS | SHEET 01 OF 01 | Proj Parcel 4 | |

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: July 21, 2008
 Aug. 11, 2008

8.6

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

SUBJECT: Austin Village Phase 3 Outfall Sewer

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

ATTACHMENT(S): Resolutions
 Exhibits

INFORMATION CONTACT:
 Mike Garbark

TELEPHONE NUMBERS:
 704-296-4239

DEPARTMENT'S RECOMMENDED ACTION: Condemnation for sewer right of way easements.

BACKGROUND: We have been unable to successfully negotiate these easements by following the Easement Acquisition Policy and Procedures.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY PUBLIC WORKS

Matthew Delk, Interim Director

MEMORANDUM

To: Board of Commissioners
County Manager
Clerk to the Board

From: Mike Garbark, P.E. *MG*

Date: July 2, 2008

Subject: Sewer Line Easements – Austin Village Outfall Sewer

The Union County Public Works Department has been pursuing easement/right of way from property owners along the proposed construction route for the above mentioned project. We have not been able to acquire right of way from any property owners following the Easement Acquisition Policy and Procedures.

In order to minimize construction delays, it is requested the Board adopt a resolution at the July 21st meeting authorizing the condemnation as deemed necessary by Public Works in conjunction with the County Attorney. Enclosed are the proposed resolutions to authorize Union County to acquire interest in the needed property, which includes the tax parcel number as follows:

| | | | |
|-------------------------|-----------------------|-----------------------|-----------------------|
| 07-147-046 | 07-147-035 | 07-147-037 | 07-147-047 |
| * 07-147-127 | 07-147-039 | 07-147-040 | 07-147-041 |
| 07-147-027 | | | |



Larry Davis/UnionCounty
08/06/2008 02:28 PM

To Al Greene/UnionCounty@UnionCounty
cc Mike Garbark/UnionCounty@UnionCounty, Lynn West/UnionCounty@UnionCounty
bcc
Subject Re: Update for Austin Village Outfall Sewer Easements

Al,
We have now received **all easements** for this project **except** Lytle property, tax parcel # 07-147-027.
Larry C. Davis
Engineering Assistant
Office Phone - 704-296-4219
Fax - 704-296-4232
Email - larrydavis@co.union.nc.us

-----Al Greene/UnionCounty wrote: -----

To: Larry Davis/UnionCounty@UnionCounty
From: Al Greene/UnionCounty
Date: 08/06/2008 01:21PM
cc: Mike Garbark/UnionCounty@UnionCounty, Lynn West/UnionCounty@UnionCounty
Subject: Re: Update for Austin Village Outfall Sewer Easements

Thanks Larry.

We'll take those off. Please update us if any more come in before Monday night.

Al

-----Larry Davis/UnionCounty wrote: -----

To: Al Greene/UnionCounty@UnionCounty, Mike Garbark/UnionCounty@UnionCounty, Lynn West/UnionCounty@UnionCounty
From: Larry Davis/UnionCounty
Date: 08/06/2008 10:59AM
Subject: Update for Austin Village Outfall Sewer Easements

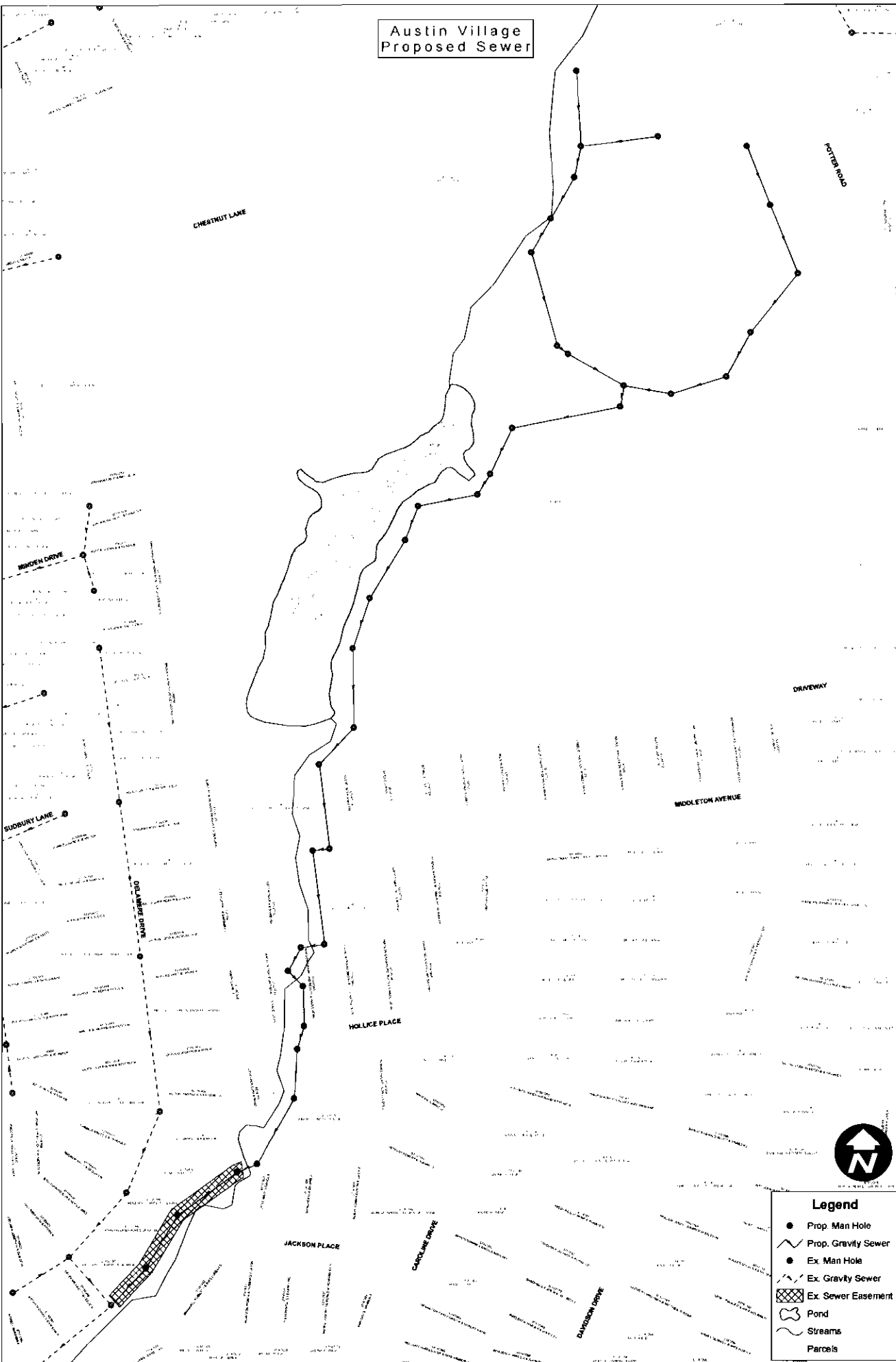
Good Morning,

We now have some signed and recorded easements for the above mention project and these listed below can be removed from the Agenda.

- Roger and Barbara Lott - Parcel # 07-147-046
- Timothy and Susan Workman - Parcel # 07-147-035
- Crawford & Hazel Watson - Parcels # 07-147-039; 07-147-040; 07-147-041

Larry C. Davis
Engineering Assistant
Office Phone - 704-296-4219
Fax - 704-296-4232
Email - larrydavis@co.union.nc.us

Austin Village Proposed Sewer



Legend

- Prop. Man Hole
- Prop. Gravitly Sewer
- Ex. Man Hole
- - - Ex. Gravitly Sewer
- ▨ Ex. Sewer Easement
- Pond
- ~ Streams
- ▭ Parcels

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/11/08

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

SUBJECT: Request for Temporary Water Service from Lancaster Water and Sewer District

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

ATTACHMENT(S):
Letter to Lancaster Water and Sewer District
Providence Estates Sketch Map
Vicinity Map

INFORMATION CONTACT:
Al Greene
Mike Garbark
Jeff Crook

TELEPHONE NUMBERS:
704-292-2625
704-296-4239
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Approve Temporary water service request for 43 lots in proposed Providence Estates Subdivision

BACKGROUND: Providence Estates is a proposed subdivision in Southwest Union County straddling the NC/SC County Line with 43 lots located in Union County and the remainder in Lancaster. Forty (40) of the 43 lots are allocated sewer Capacity through the Union County Wastewater Allocation Policy. At this time Union County does not have water available to serve the 43 lots and are requesting temporary service through Lancaster Water and Sewer District. When an additional water source is identified UCPW will provide water availability.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY PUBLIC WORKS

Matthew Delk, Acting Public Works Director

July 17, 2008

Lancaster Water and Sewer District
Mark Knight
PO Box 1009
Lancaster, SC 29721

RE: Request for Temporary Water Service for Providence Estates Subdivision

Mr. Knight:

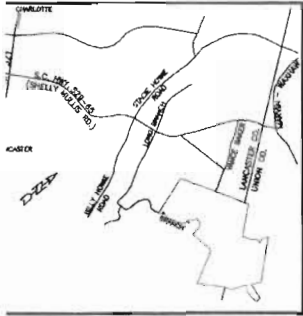
Providence Estates is a planned subdivision in Southeast Union County that will straddle the NC/SC state line. Forty (43) lots will be located in Union County with the remainder in Lancaster, South Carolina. The developer has secured sewer capacity for 40 of the 43 lots in Union County and has also approached us about water service. At this time Union County does not have the water availability to serve 43 additional lots.

We have an infrastructure project underway to provide an additional 2 mgd within two years and a plan to pursue partnering in the expansion of the Catawba River Water Treatment Plant. Within 5 to 7 years we anticipate adequate water availability to serve the 43 lots in Providence Estates. This is a formal request for Lancaster to provide temporary wholesale water service to Union County to serve the 43 lots in Providence Estates until such a time Union County Public Works can provide permanent water service. During this time we understand that a master meter would be located at an agreeable point in the distribution system for billing purposes.

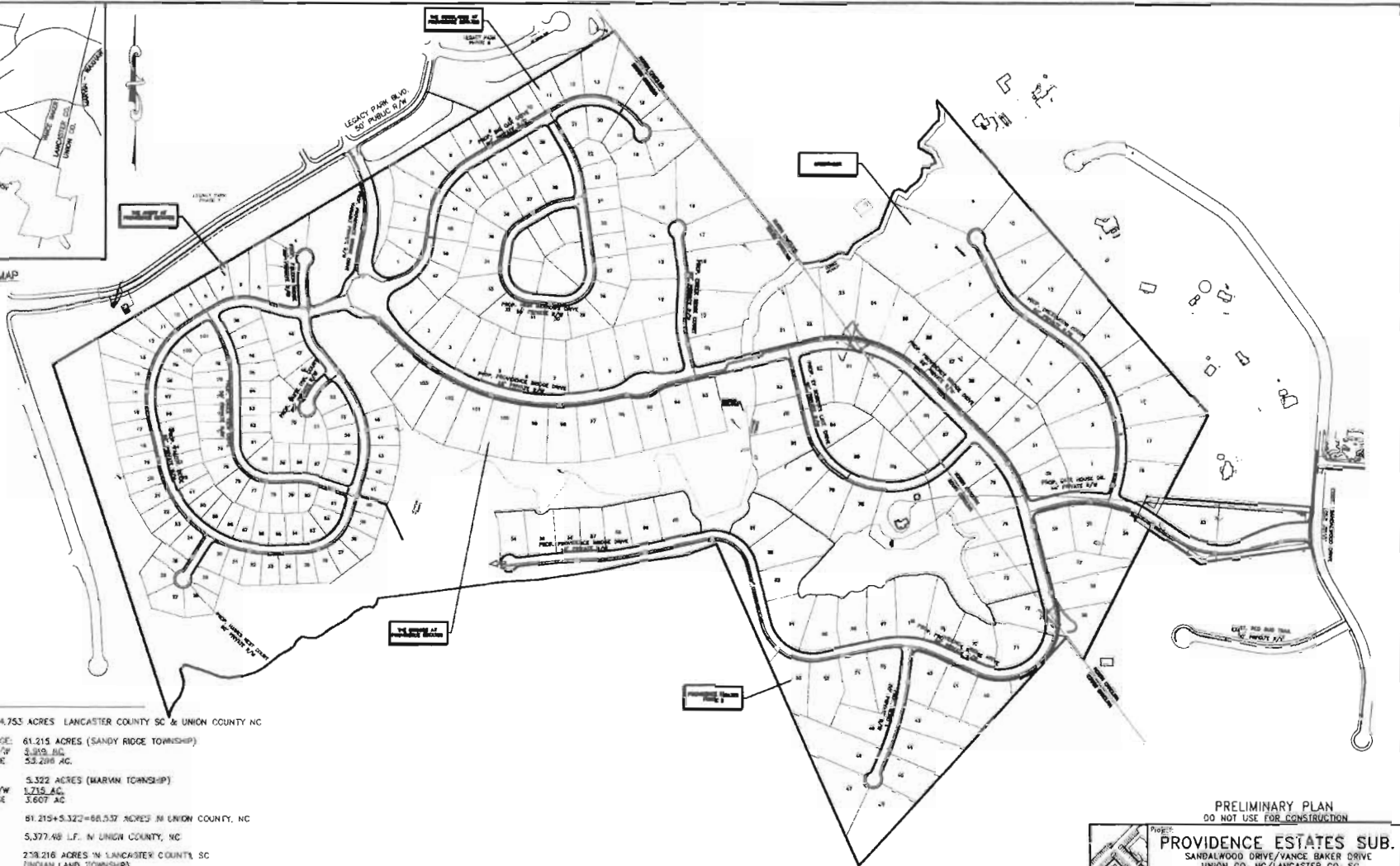
If you have any questions don't hesitate to call me at 704-283-3656.

Sincerely,

Matthew Delk.
Acting Public Works Director



VICINITY MAP



DEVELOPMENT DATA:

TOTAL SITE ACREAGE: 504.753 ACRES LANCASTER COUNTY SC & UNION COUNTY NC

TOTAL PARCEL 06213003 ACREAGE: 61.215 ACRES (SANDY RIDGE TOWNSHIP)
 TOTAL PARCEL ACREAGE IN 8/3/4: 5,319 AC.
 NET USABLE PARCEL ACREAGE: 53,298 AC.

TOTAL PARCEL 06213049: 5,322 ACRES (MARVIN TOWNSHIP)
 TOTAL PARCEL ACREAGE IN 8/3/4: 1,715 AC.
 NET USABLE PARCEL ACREAGE: 3,607 AC.

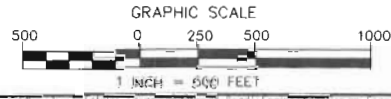
TOTAL PROJECT ACRES: 61.215 + 5,322 = 5,383.215 ACRES IN UNION COUNTY, NC

PROPOSED ROADS: 5,377.49 L.F. IN UNION COUNTY, NC

238,216 ACRES IN LANCASTER COUNTY, SC (INDIAN LAND TOWNSHIP)

TOTAL 90' WIDE LOTS: 101 LOTS (ALL IN SOUTH CAROLINA)
 TOTAL 120' WIDE LOTS: 53 LOTS (ALL IN SOUTH CAROLINA)
 TOTAL 150' WIDE LOTS: 104 LOTS (25 IN NORTH CAROLINA)
 TOTAL 220' WIDE LOTS: 18 LOTS (ALL IN NORTH CAROLINA)

TOTAL LOTS: SC - 233 LOTS (1.02 ACRES PER LOT IN SC)
 NC - 43 LOTS (1.55 ACRES PER LOT IN NC)
 TOTAL - 276 LOTS (1.11 ACRES PER LOT FOR ENTIRE DEVELOPMENT)



PRELIMINARY PLAN
DO NOT USE FOR CONSTRUCTION

| | | | |
|--|--|--|------|
| Project: PROVIDENCE ESTATES SUB. SANDALWOOD DRIVE/VANCE BAKER DRIVE UNION CO, NC/LANCASTER CO, SC | | | |
| WATER EXHIBIT | | | |
| Date: 05/18/06 Scale: 1/8" = 100' Project: W1.0 | Drawn By: [Signature] Check By: [Signature] | ISAACS CIVIL ENGINEERING ARCHITECTURE AND LANDSCAPE ARCHITECTURE 8729 RED OAK BLVD., STE. 100 CHARLOTTE, N.C. 28213 PHONE (754) 527-3440 FAX (704) 627-8335 | |
| | | | W1.0 |

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/11/08

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

SUBJECT: Enforcement of Violation at Weddington Optimist Park

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Draft Interlocal Agreement

INFORMATION CONTACT:
Jeff Crook (prepared Abstract)
Ligon Bundy
Amy Helms
Lee Jenson

TELEPHONE NUMBERS:

704-283-3673
704-289-2510
704-283-3605

DEPARTMENT'S RECOMMENDED ACTION: Consider Approval of Interlocal Agreement

BACKGROUND: On July 21, the Board declined approval of a draft interlocal agreement that would have resulted in acceptance of authority and concurrent jurisdiction with the Town of Weddington to enforce the violation at Optimist Park. Alternatively, the Board directed staff to prepare an interlocal agreement whereby the County would provide technical assistance upon request by the Town. The attached draft, thus revised, expressly states that "the County does not hereby assume any authority, jurisdiction, obligation, or duty to enforce the Violation." The County does agree to provide the assistance of technical staff, with the manner and duration of such assistance to be determined by the County Manager. The Manager may also authorize expenditures for additional consulting assistance, provided that the cost does not exceed \$5,000. If approved by the Board, this draft agreement will be sent to the Town for consideration.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

STATE OF NORTH CAROLINA
COUNTY OF UNION

INTERLOCAL AGREEMENT BETWEEN
UNION COUNTY, NORTH CAROLINA
AND THE TOWN OF WEDDINGTON

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this the _____ day of _____, 2008, by and between **UNION COUNTY, NORTH CAROLINA**, a body corporate and politic and a political subdivision of the State of North Carolina (the "County"), and **THE TOWN OF WEDDINGTON, NORTH CAROLINA**, a body corporate and politic and a political subdivision of the State of North Carolina (the "Town") (collectively, the "Parties").

WITNESSETH:

WHEREAS, on November 5, 2001, the Wesley Chapel-Weddington Athletic Association ("WCWAA") was granted a Special Use Permit by the County for the development and construction of a Youth Athletic Complex consisting of lighted ball fields (soccer, baseball and softball), concession stands, parking, community center, practice fields, and ancillary facilities; (collectively the "Facilities"); and

WHEREAS, WCWAA committed to construct the Facilities, including the practice fields, in compliance with Article IV, Section 49 and other applicable requirements of the Union County Land Use Ordinance; and

WHEREAS, in 2001, the Facilities were located in an unincorporated area of the County; and

WHEREAS, on July 7, 2005, the County issued a Notice of Violation to WCWAA indicating that an inspection of the Facilities located on Weddington Road (Tax Map 06-069-242), revealed a violation of Section 254 of the Union County Land Use Ordinance (the "Violation"); and

WHEREAS, the County and WCWAA, and WCWAA's engineer, have held several meetings and discussions regarding the resolution of the Notice of Violation and said discussions have been ongoing since July 2005; and

WHEREAS, during the grant of the Special Use Permit in 2001, and during the issuance of the Notice of Violation in 2005 and during the negotiation on the resolution of the alleged violation, the Facilities were located in an unincorporated area of the County; and

WHEREAS, the Town involuntarily annexed certain property located in an unincorporated area of Union County on November 30, 2007 and said area included the Facilities; and

WHEREAS, pursuant to North Carolina General Statute §160A-360(f), when a Town annexes an area currently regulated by a County, the County regulations and powers of enforcement remain in effect until the Town adopts its own regulations or sixty (60) days following the annexation, whichever occurs sooner; and

WHEREAS, as a result of the Town's involuntary annexation of the Facilities, the County no longer has statutory authority to continue enforcement of the Violation; and

WHEREAS, North Carolina General Statute § 160A-360(i) specifically provides that the Town acquiring jurisdiction may take action regarding a permit, certificate or other evidence of compliance that could have been taken by the local government surrendering jurisdiction pursuant to its ordinances and regulations; and

WHEREAS, the County is willing to provide technical assistance to the Town regarding enforcement of the Violation, subject to the terms of this Agreement; and

WHEREAS, North Carolina General Statute §160A-460, *et seq.* authorizes the County and the Town to enter into agreements with each other to execute an undertaking.

NOW, THEREFORE, pursuant to authority contained in North Carolina General Statute §160A-460, *et seq.* and the foregoing agreement and mutual covenants and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree in covenant as follows:

1. The County does not hereby assume any authority, jurisdiction, obligation, or duty to enforce the Violation.

2. Upon request by the Town, the County shall provide assistance of the County's technical staff, including the County's Land Use Administrator and Assistant Public Works Director for Infrastructure and Environment, to assist the Town with technical review related to enforcement of the Violation. The manner and duration of such assistance shall be as determined by the County Manager. The County will not charge the Town for assistance by County staff, and the County Manager may engage the services of non-staff consultants to further assist the Town, provided that the amount expended for such services shall not exceed Five Thousand Dollars (\$5,000).

3. To the extent permitted by applicable law, the Town shall indemnify and hold the County harmless from any claims related to the County's provision of technical assistance to the Town pursuant to this Agreement.

4. The County and the Town agree that all costs associated with this Interlocal Agreement shall be borne by the individual Parties, and that neither the Town nor the County shall have responsibility for any legal costs or *ex parte* costs incurred by the other, except as may be incurred by the Town pursuant to Section 3 above.

5. This Agreement reflects the key understanding of the Parties and constitutes the entire agreement with respect to their respective rights and obligations in connection with the subject matter hereof, superseding all prior negotiations, representations, contracts, agreements, promises, understandings and statements concerning that subject matter.

6. This Agreement may be modified only by written instrument duly executed by both Parties.

7. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

UNION COUNTY, NORTH CAROLINA

By: _____
Chairman, Union County Board of Commissioners

ATTEST:

By: _____
Clerk of the Union County Board of Commissioners

TOWN OF WEDDINGTON, NORTH CAROLINA

By: _____
Nancy Anderson, Mayor

ATTEST:

By: _____
Amy McCollum, Town Clerk

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 11, 2008

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

SUBJECT: Announcements of Vacancies on Boards and Committees

DEPARTMENT: Board of
Commissioners

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Lynn G. West
Clerk to the Board

TELEPHONE NUMBERS:

704-283-3853

DEPARTMENT'S RECOMMENDED ACTION: Announce vacancies

BACKGROUND: Vacancies exist on the following 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. Adult Care Home Community Advisory Committee
- c. Nursing Home Advisory Committee
- d. Board of Health (Vacancy as of January 2008 for a Licensed Optometrist)
- e. Centralina Council of Governments - Comprehensive Economic Development Commission
- f. Library Board of Trustees (1 Vacancy, representing the Marshville region, due to a resignation - Term expires January 2009)
- g. Agricultural Advisory Board (3 Vacancies)

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Contract Summary of Major Terms and Conditions

8-11-2008

| Reference | Vendor Name | Purpose | Payment Terms | Comprehensive Plans | Budget Amend. | S# |
|---|--|--|--|--|---------------|------|
| Consent Agenda Item - Contracts Over \$90,000 (List) | | | | | | |
| A | Alltel Communications, Inc. | Maintenance / service plan for 125 modems and one T1 line. | \$ 192,555 Three agreement paid monthly (\$5,348.75/m) | Operating Budget – 2009 Operating Budget – Future | n/a | 2059 |
| B | Union County District Court, Family Drug Treatment Court | Memorandum of agreement between multiple agencies regarding Family Drug Treatment Court's U-FIRST Program (renewal). | n/a | n/a | n/a | 2068 |
| C | HomeCare Management Corporation | Contractual employee services for Social Services (renewal). | \$ 1,062,900 Annual amount (NTE) | Operating Budget – 2009 | n/a | 2065 |

AGENDA ITEM # 4/12-c
 MEETING DATE 8/11/08

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 08/11/08

Action Agenda Item No. 412
(Central Admin. use only)

SUBJECT: Alltel Communications, Inc. - Service Agreement

DEPARTMENT: Union County Sheriff's Office **PUBLIC HEARING:** No

ATTACHMENT(S): See contract as attached **INFORMATION CONTACT:** Steve Simpson

TELEPHONE NUMBERS:
704-283-3578
704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve agreement upon completion of Legal Department review.

BACKGROUND: Service agreement for wireless connectivity for field patrol operations.

FINANCIAL IMPACT: \$56,985/yr for 125 modems +\$7,200/yr for T1 line totaling \$64,185/yr (contract term is three years, totaling \$192,555). Year one funding approved in 2008/2009 budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2059

Party/Vendor Name: Alltel Communications

Party/Vendor Contact Person: Scott Norris Contact Phone: 704-845-7516/877-249-2687

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

Address: One Allied Drive City: Little Rock State: AR Zip: 72202

Department: Union County Sheriff's Office Amount: \$56985 + 7200=\$64185/yr

Purpose: Service Plan for (125) Bluetree Modems @ \$37.99/mo and (1) T1 @ \$600/mo (Equip. is not part of service plan)

Budget Code(s)(put comma between multiple codes): 10-543130-5321-1050/1053/1054/1055/1056/1057/1060/10-543138-5321

Amounts expended pursuant to this Agreement will be more than \$90,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 7-1-08

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

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

Department Head's Signature: *Edgar Lopez* Date: 7-25-08

ATTORNEY

Approval by Board

Approval by Manager (less than \$90,000)

Approval by Manager per authorization of Board

Date of Board authorization: _____

Approval by Manager subject to authorization by Board

Date Board authorization requested: _____

Clerk to confirm authorization given _____

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

Attorney's Signature: _____

Date: _____

RISK MANAGEMENT

Use Standard Template

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: _____ Date: _____

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

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

IT Director's Signature Date: _____

BUDGET AND FINANCE

Date Received: _____

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____



Business Accounts Agreement

One Allied Drive
Little Rock, AR 72202

I. CUSTOMER INFORMATION

| | | | | | |
|---|--------------------|--|---------------------------------------|---|--|
| Account Name UNION COUNTY | | D/B/A (if used) SHERIFF'S OFFICE | | Federal Tax Identification Number | |
| Street Address (P.O. Box Not Acceptable) 3344 PRESSON ROAD | | | | | |
| City MONROE | State NC | Zip Code 28112 | Telephone Number 7042833500 | E-Mail Address kevinchaney@co.union.nc.us | |
| Primary Contact KEVIN CHANEY | | Primary Contact's Title Information System Manager | | | |
| Street Address (P.O. Box Not Acceptable) | | | | | |
| City | State | Zip Code | Telephone Number | E-Mail Address | |
| Business Type (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietor Other (explain): GOVERNMENT | | | | | |

II. SERVICE PLAN, PHONES & ACCESSORIES

| INITIAL TERM (check one): See Schedule Attachment for details | | | EFFECTIVE DATE This Agreement begins on <u>July 24, 2008</u> ("Effective Date"). | | |
|--|-----------------------|----------------------------|--|---|--|
| <i>Early Termination Fee Per Line: \$200 - UC Sheriff's Office may disconnect up to 15% of total lines per year without penalty.</i> | | | | | |
| Minimum number of lines or billable minutes of use: <u>No minimum to activate</u> (You may not resell Services or Products or lease Products to anyone.) | | | | | |
| Quantity | Phone Type | Primary Use City/State/Zip | Service Plan | Features and Accessories | |
| 125 | Bluetree Modems-5600a | Union Cty - NC | \$37.99 | Equipment pricing - \$99.99 per device / \$25 Antenna (Part # fmrm81915smad0) | |
| 1 | T1 | Union Cty - NC | \$600 | (Installation cost funded by Alltel) | |
| See Schedule A (Equipment), Schedule B (Monthly Costs), Schedule C (Contract Terms) | | | | | |
| Individual phone numbers are portable with your employees, if checked | | | Additional information attached, if checked <input checked="" type="checkbox"/> | | |

III. TERMS AND CONDITIONS

1. **Price and Payment.** ALLTEL will invoice you at the end of each month during the Term of this Agreement, and you shall pay ALLTEL, at the address indicated in the invoice, the invoiced amount either within thirty (30) days of the date of invoice or as otherwise stated in the invoice. Invoices may be transmitted via e-mail. Payments shall be made, as ALLTEL directs, by check, credit card, wire transfer, or by way of ACH drafting to be established by you for ALLTEL with respect to your bank account. ALLTEL may, solely in its discretion, change your method of payment at any time to any of the foregoing. All amounts shall be paid in U.S. currency.

2. **Charges for Services.** You are responsible for paying all charges applicable to your service plan ("Services"), including access charges, airtime, features, roaming, toll, long distance, directory assistance, taxes, surcharges, fees, and assessments imposed by us or a governmental authority from time to time in connection with your Services. For wireless Services, airtime usage on each call is billed in full minute increments, with a minimum charge of one minute per call. Partial minutes of use are rounded up to the next full minute. Access charges are billed in advance and will not be deducted from your bill or refunded in the event of termination. Unused plan minutes are not carried over to subsequent monthly billing cycles. In some instances, information regarding airtime usage, including roaming or long distance charges, is not available to be included in the bill for the month that the Service is used, and will be billed to you in a subsequent bill. This Service will be charged, and deducted from your plan minutes, in the month it is billed. The length of a call will be measured from when you initiate it until you terminate it. Depending upon your plan, you may incur additional charges for roaming or long distance calls. Rates and charges while roaming outside of your local ALLTEL service area may be different than your plan rates. We reserve the right to select the carrier you will use while roaming. Rates during peak hours may be higher than rates during off-peak hours. Internet access may be billed in full hour increments; partial hours of use may be rounded up to the next full hour; unused hours may not be carried over to subsequent monthly billing cycles; access time may be measured from the time the port is seized to the time the port is released by your computer. Wireless data services may be billed in full kilobyte increments; partial kilobyte increments of use may be rounded to the next full kilobyte; unused kilobytes may not be carried over to subsequent monthly billing cycles; access time may be measured from the time the port is seized to the time the port is released by your equipment. ALLTEL will not refund the value of unused Services for time periods already billed. ALLTEL will not make billing adjustments beyond sixty (60) days from the date of the invoice.

3. **Initial Term.** This Agreement will commence upon the Effective Date and end on the anniversary of the Effective Date indicated above in Part II (this period is defined as the "Term").

4. **New Equipment.** Any delivery to you of new equipment during the Term, or any other material change in Part II, above, may require a new agreement to replace this Agreement.

5. **Early Termination Fee.** You may terminate this Agreement before the expiration of the Term upon (a) notice to ALLTEL and (b) payment of the early termination fee per line set forth in Part II, above. ALLTEL may terminate this Agreement if you commit a default under this Agreement, in which case the early termination fee will apply.

6. **Default.** Either ALLTEL or you may terminate this Agreement before expiration of the Term for any of the following events by a non-terminating party: (a) any breach or failure to comply with any term, provision, or covenant of this Agreement not cured within seven days after written notice of such breach; (b) either of us files a voluntary petition in bankruptcy; (c) either of us is adjudged bankrupt; (d) a court assumes jurisdiction of the assets of either of us; (e) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of either of us; (f) either of us becomes insolvent or suspends its business; or (g) either of us makes assignment of its assets for the benefit of its creditors.

7. Market Availability. Services in some areas are managed and provided under contract with ALLTEL by independent affiliates with access to the ALLTEL Network. Some Services may not be available or may operate differently in certain affiliate markets. Contact your ALLTEL Account Representative for more information on the affected markets, pricing, features, options, promotions and functionality.

8. Credit Verification. You agree that ALLTEL may verify your credit, or the credit of the entity on whose behalf you are executing the Agreement, before agreeing to provide Services and Products. ALLTEL may also perform credit verifications at any time during the Term of the Agreement.

9. Documentation. Any amendments to this Agreement must be in writing and signed by ALLTEL and you in order to become effective, and upon complete execution such shall constitute part of this Agreement. This Agreement, or the version you are signing, may be maintained by ALLTEL in electronic format, and you agree that the electronic format shall constitute a counterpart of this Agreement and serve as such in all material respects even though it may not bear your signature or that of ALLTEL.

10. Limitation of Liability; No Warranties. Neither ALLTEL nor our vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (a) act or omission by you or another person or company; (b) temporary failure, deficiencies, or problems with your wireless device, our network coverage, or Services (e.g., dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, any wireless devices or related accessories; (d) content or information accessed while using our Services, such as through the internet; (e) interruption or failure in accessing or attempting to access emergency services from your phone, including through 911, E911 or otherwise; or (f) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquakes), war, riot, strike, or orders of governmental authority. In the event ALLTEL is found to be responsible to you for monetary damages relating to the Services (including wireless devices), you agree that any such damages will not exceed the pro-rated monthly recurring charge for your Services during the affected period. Nothing in this Agreement shall be construed as a grant by ALLTEL of any software license. ALLTEL does not produce equipment or software and the only warranties or representations with respect to equipment or software are those provided by the manufacturer, with respect to which ALLTEL has no liability whatsoever. ALLTEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES OR WIRELESS DEVICES. ALLTEL DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND YOU AGREE ALLTEL IS NOT LIABLE IN ANY MANNER FOR ANY AND ALL SUCH PROBLEMS.

11. No Consequential Or Other Damages. UNDER NO CIRCUMSTANCES SHALL ALLTEL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

12. Assignment. Neither this Agreement nor any rights or obligations under this Agreement may be assigned nor otherwise transferred by either party without the written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, ALLTEL may assign this Agreement or any of its rights or obligations under this Agreement to either an affiliate of ALLTEL or another service provider on condition that the assignee is financially and operationally capable of performing ALLTEL's obligations stated herein. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

13. Miscellaneous. In order that each party may protect its trademarks, trade names, corporate slogans, corporate logo, goodwill and product designation, neither party will have any right to use any marks, names, slogans, logos or designations of the other party, other than as otherwise agreed to in writing by the other party. Each party shall, at its own expense, perform its obligations under this Agreement and conduct its business in compliance with all applicable laws and governmental rules and regulations. This Agreement does not create any agency, joint venture or partnership between ALLTEL and you. Neither party shall impose or create any obligation or responsibility, express or implied, or make any promises, representations or warranties on behalf of the other party, other than as expressly provided herein. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to its conflict of laws rules. All notices delivered in accordance with this Agreement shall be in writing, and personally delivered, sent by certified mail (return receipt requested) or overnight mail, to the other party at the address first set forth above, or sent by fax to the other party at the fax number set forth below, with confirmation to follow promptly by personal delivery, certified mail or overnight mail. Notices will be deemed effective upon personal delivery or delivery by fax to the other party, three (3) business days after mailing if sent by certified mail, or the next business day if sent by overnight mail. Either party may change its notice address or fax number by notice to the other party as provided in this paragraph. This Agreement has been negotiated by the parties and their respective counsel and should be fairly interpreted in accordance with its terms and provisions and without any strict construction in favor of or against either party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect any of the other terms or provisions of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in the remainder of this Agreement. The headings used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision of this Agreement.

IV. PAYMENT INFORMATION

| | | | |
|---|------------|------------|-------------|
| Check | Bank Name: | Account #: | |
| Credit Card (not allowed without ALLTEL approval) | Type: | Account #: | Expiration: |
| Electronic Payment | Bank Name: | Account #: | Routing #: |

CUSTOMER SIGNATURE/AUTHORIZATION

ALLTEL COMMUNICATIONS, INC.

(For itself and on behalf of its affiliates):

By: _____
 Name (Print): _____
 Title (Print): _____
 Fax: _____

By: _____
 Name (Print): Scott Norris
 Title (Print): Business Solutions Representative
 Fax: 704-714-2135



Union County
DBA: Sheriff's Office

Schedule A,B,C

Prepared by: Scott Norris

Alltel Communications



Schedule A - Equipment

Equipment Charges

| <u>Quantity</u> | <u>Description</u> | <u>Retail Cost</u> | <u>Your Cost</u> | <u>Total Cost</u> |
|-----------------------------------|-------------------------------------|--------------------|------------------|--------------------|
| 125 | Bluetree Modem 5600 | \$720.00 | \$99.99 | \$12,498.75 |
| 125 | Phantom Tri Band Ant (GS-35F-0548P) | \$160.00 | \$25.00 | \$3,125.00 |
| Total Equipment Charges*** | | | | \$15,623.75 |

*** Taxes, fees and surcharges are not included.

Warranty Replacements

All equipment has a one year manufacturer warranty and will be replaced at no charge during this time period for manufacturer defects (excludes user abuse and water damage).

Out of Warranty Replacements

All, out of warranty equipment will be replaced throughout the course of the contract (3 years) at the quoted price (\$99.99) and will not require extensions to the agreement.

Schedule B - Monthly Recurring Cost

Monthly Recurring Cost

| <u>Quantity</u> | <u>Description</u> | <u>Total Cost</u> |
|---|---|-------------------|
| 125 | Unlimited Broadband Wireless Internet Plans | \$4,748.75 |
| 1 | T1 | \$600.00 |
| Total Estimated Monthly Charges* | | \$5,348.75 |

* Taxes, fees and surcharges are not included.

Schedule C - Contract Terms

- 3(Three) year agreement
- This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- No Activation Fees.
- Unlimited Data – No restrictions on speed or volume.
- Union County Sheriff's Office will have the ability to disconnect up to 15% of lines without penalty.
- All lines activated will have a co-terminus contract end date of 3 years from the date of the signed agreement.
- Alltel will fund the installation cost for the T1 line.

UNION COUNTY - CONTRACT CONTROL SHEET **AGENDA ITEM**

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

4/1/08

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED MEETING DATE _____

Party/Vendor Name: Family Drug Court
 Party/Vendor Contact Person: Martha Sue Hall, Court Administrator Contact Phone: 704-296-6006, call 704-985-5821
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: _____ City: _____ State: _____ Zip: _____
 Department: Martha Sue Hall, Family Court Administrator Amount: None
 Purpose: Memorandum of Understanding regarding various agency roles in the Drug Treatment Programs
 Budget Code(s)(put comma between multiple codes): _____
 Amounts expended pursuant to this Agreement will be more than \$90,000. [Check if applicable]
 TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____
 If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
 This document has been reviewed and approved by the Department Head as to technical content.
 Department Head's Signature: [Signature] Date: 11-4-08

ATTORNEY

Approval by Board This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
 Approval by Manager (less than \$90,000)
 Approval by Manager per authorization of Board
 Date of Board authorization: _____ Attorney's Signature: _____
 Approval by Manager subject to authorization by Board
 Date Board authorization requested: _____ Date: _____
 Clerk to confirm authorization given

RISK MANAGEMENT

Use Standard Template
 [Include these coverages: CGL ; Auto ; WC ; Professional Property ; Pollution ; Nonprofit ; Technology E&O
 OR See Working Copy OR No Insurance Required
 Hold Contract pending receipt of Certificate of Insurance
 With incorporation of insurance provisions as shown, this document is approved by the Risk Manager.
 Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

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

This document has been reviewed and approved by the Information Systems Director as to technical content.
 IT Director's Signature Date: _____

BUDGET AND FINANCE

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

CLERK

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

COUNTY MANAGER

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

**Union County Drug Treatment Court (DTC)
Memorandum of Agreement**

**Between
Daymark Recovery Services (DRS);
Union County Department of Social Services (DSS);
Union County Health Department;
Restoration House;
Vocational Rehabilitation Services of North Carolina;
Chemical Dependency Services, Inc.;
Positive Impact;
United Family Services;
Turning Point
And
Union County District Court
Union County Family Drug Treatment Court (U-F.I.R.S.T Program)**

- I. All signatories agree to the following:
- a. Adhere to the NC Drug Treatment Act and the NC Drug Treatment Court Guidelines promulgated by the Administrative Office of the Courts;
 - b. Adhere to all federal and state confidentiality laws including 42 CFR, Health Insurance Portability and Accountability Act (HIPAA) (when applicable), and other appropriate laws;
 - c. Contribute, as requested, to the development of the offender's common case plan within 30 days of admission to DTC, and support implementation and revisions to the plan;
 - d. Attend staffings with all partner agencies to determine treatment progress, update individual offender case plans, and make joint decisions concerning compliance and subsequent incentives or sanctions as necessary;
 - e. Attend case review hearings as necessary;
 - f. Whenever possible attend DTC conferences and training seminars if funding is available.

This memorandum of agreement is effective beginning 08/01/08 and shall remain in effect subject to the availability of funds for the provision of services, and other terms of agreement stated herein.

- II. Responsibilities of the MOA: The responsibilities of the respective departments are as follows:
- A. Union County Family Drug Treatment Court (U-FIRST Program) shall:
- a. Provide representation from the Courts on the joint committee responsible for making decisions regarding the U-FIRST program;
 - b. This committee will meet monthly and is called the U-FIRST Monthly Meeting. The representatives from the Courts shall be the Drug Court Administrator and the Drug Treatment Case Coordinator;
 - c. Provide representation to the Courts on the joint committee responsible for making decisions regarding the Union County Drug Court Program to include the U-FIRST Program. This committee will meet monthly and is called the Operations Committee Meeting.

- d. Communicate with the appropriate DSS social worker/supervisor when U-FIRST participants are non-compliant with their substance abuse treatment recommendations;
- e. Apply sanctions to U-FIRST Program participants when they are non-compliant with the substance abuse treatment recommendations, in accordance with the decisions made by the U-FIRST Program Court Team;
- f. Provide case management services for U-FIRST Program participants while working collaboratively with the DSS social worker in order to make sure that all needs are met for participating consumers;
- g. Provide representation for consumer staffings or team meetings that are scheduled by DSS. The Drug Treatment Court Case Coordinator shall represent the Courts at consumer staffings or team meetings;
- h. Report participant's progress on substance abuse issues in a written report as well as orally during the participant's Juvenile Dependency hearings;
- i. Provide one (1) Drug Treatment Court Case Coordinator to assist in on-site screening, assessment and referral for U-FIRST program participants in need of substance abuse services. DRS shall hire staff qualified to provide behavioral health services, such as, substance abuse, mental health, and domestic violence screenings, assessments and referrals. In addition, the DRS staff shall provide brief access screening, assessments and referrals to DSS customers. Full services will be provided during the hours of 8:00am to 5:00pm Monday through Friday;
- j. Report to the appropriate DSS social worker/supervisor the substance abuse treatment status when changes in treatment occur or new information is gathered from treatment, to include positive drug screens, attendance issues;
- k. Keep all participating agencies informed of all County, State, and Federal Laws, regulations, policies and standards governing the service program, which the Courts must comply, and of any alterations to these statutes;
- l. Collaborate with all supporting agencies' staff and administration concerning the Courts customer needs for ancillary services related to addressing the issue of substance abuse;
- m. Accept administrative responsibility for deviations from the terms of this agreement as a result of acts of the Courts or any of its officers, employees, agents, or representatives;
- n. Provide office space, furniture, telephone/fax lines and office supplies to provide on-site screening, assessment and referral for U-FIRST Program participants in need of substance abuser, mental health and domestic violence services;
- o. Train all participating agencies' staff on the Courts policies and protocols related to service functions and general activities;
- p. Provide the participating agencies employees administrative consultation regarding service operations related to the Courts' mandates and directives;
- q. Assist the participating agencies in locating and/or communicating with U-FIRST Program participants who are non-compliant with their substance abuse treatment recommendations;
- r. Provide case management services for the U-FIRST Program participants;
- s. The Courts shall not alter the terms of this agreement without the consent of Daymark Recovery Services (DRS), the Union County Department of Social Services (DSS), the Union County Health Department, Restoration House,

Vocational Rehabilitation Services of North Carolina, Chemical Dependency Services, Inc., Positive Impact, United Family Services, and Turning Point.

- B. Daymark Recovery Services (DRS) shall:
- a. Use a screening/assessment tool for all clients that meets contract requirements with Piedmont Behavioral Healthcare our local management entity. Daymark clinicians will make appropriate referrals when needed;
 - b. Incorporate the Substance Abuse Subtle Screening Inventory (SASSI-3) in substance abuse assessments using it after a U-FIRST Program participant has indicators on the Behavior Checklist, or has a positive drug screen;
 - c. Authorize the appropriate level of care for U-FIRST Program participants identified as requiring substance abuse services. The standard used by the Area Program to determine appropriate levels of treatment shall be the latest revision of the American Society of Addiction Medicine (ASAM) criteria. The QSAP will take into consideration such issues as: consumer's possible language barriers, insurance information, vocational schedule, and consumer choice;
 - d. Daymark consent forms will meet state and federal confidentiality requirements;
 - e. Provide outcome reports to U-FIRST Program Drug Treatment Case Coordinator, DSS U-FIRST liaison, consumer's attorney, clerk of superior court, and Guardian ad Litem Representative following the screening/assessment providing the appropriate consent forms are signed;
 - f. Report to the U-FIRST Drug Treatment Case Coordinator within the Courts when U-FIRST Program participants are non-compliant with treatment recommendations, providing the consumer has signed the consent;
 - g. Provide outpatient, intensive outpatient, and day treatment services to consumers based on appropriate placement criteria;
 - h. Provide urine drug screen tests for consumers at least weekly during the substance abuse treatment program. Inform U-FIRST staff members of the drug screen results in a timely manner;
 - i. Schedule, conduct and provide representation for consumer staffings at regular intervals. Alert the appropriate professionals involved (providing a consent for release of information is signed) including DSS worker, U-FIRST Program Coordinator, U-FIRST Drug Treatment Case Coordinator, GAL Representative, respondent parent's attorney, and other community support personnel of the date, time and location of the staffing as well as cancellations should they arise;
 - j. Provide a full range of psychological counseling for U-FIRST Program participants. Those services include, but are not limited to providing treatment in the following services: mental health counseling, physical/sexual abuse counseling, psychiatric services, and emergency crises assistance services.
 - k. Work collaboratively with the U-FIRST Drug Treatment Case Coordinator in making sure all needs are met for participating consumers;
 - l. Provide representation from the Area Program for the bi-weekly U-FIRST Program court session as well as Show Cause hearings as needed. Insure that detailed information regarding client attendance, drug screen information and progress in treatment is provided, as appropriate, during the pre-court staffings and during the Show Cause hearings;
 - m. Provide training, technical assistance and case consultation for the Drug Court staff, as needed on the substance abuse issues;

- n. Maintain program data for reporting, auditing, and tracking purposes. All data shall be entered into the U-FIRST Program database daily. Provide bi-weekly consumer substance abuse progress reports to U-FIRST Drug Treatment Case Coordinator and DSS U-FIRST liaison following entering the information into the database;
- o. Maintain confidentiality of any information about a client shared by the Courts. After a consent form is signed, such information shall be shared only among the Courts and DRS staffs that need to know in order to coordinate, manage, or deliver services to clients. Information shared with the Courts staff regarding client cases will be done so through the client's authorization as evidenced by a signed consent to release information. All other contacts made by DRS to collaborate and coordinate services shall be done by completion of appropriate release of information forms;
- p. Provide routine clinical and technical supervision to the QSAP assigned to provide screening/assessment services;
- q. Keep the Courts informed of all County, State, and Federal laws, regulations, policies and standards governing the service, which DRS must comply, and of any alterations to these statutes that impact the U-FIRST Program participants;
- r. Accept administrative responsibility for deviations from the terms of this agreement as a result of acts of the DRS officers, employees, agents or representatives;
- s. DRS shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.

C. The Union County Health Department shall:

- a. Provide case management services;
- b. Provide regular input to the court concerning the treatment progress of drug treatment court participants, offer medical services if available at the Union County Health Department or assist in referral process for medical services when indicated, provide information regarding medications or medical conditions of U -FIRST Drug Treatment Court participants when indicated, and any other pertinent case information;
- c. Collaborate with and maintain a good working relationship with the U-FIRST staff;
- d. Participate in the establishment of memorandums of agreement with other agencies to provide support services to participants, depending on their individual needs (i.e., education, employment, housing, vocational training, etc.);
- e. Help to maintain a non-adversarial atmosphere in drug treatment court;
- f. The Union County Health Department shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.

D. The Union County Department of Social Services shall:

- a. DSS Social worker will directly contact the U-FIRST- Drug Treatment Court Case Coordinator in reference to any issues which reflect non-compliance to the established unified case plan as sanctions may be imposed as part of the U-FIRST Program;
- b. Communicate, where appropriate, with the Court Team and any other necessary party the problems, accomplishments and opportunities of the

program.

In most instances, the Program Coordinator shall be the primary contact;

- c. When a U-FIRST client is enrolled, the DSS Social Worker will staff the client's case with the U-FIRST team;
- d. The DSS Social Worker, along with other members of the U-FIRST team, will develop a unified case plan with the client;
- e. The DSS Social Worker, when possible, will attend the U-FIRST bi-weekly court session. If the social worker cannot attend this session, it will be the responsibility of the social worker to get any pertinent information to the DSS Social Work Liaison;
- f. The DSS Social Worker, when possible, will attend the U-FIRST court sessions to show support to clients and to support the non-adversarial process of the U-FIRST program;
- g. The DSS Social Worker will continue to assess and manage the case planning and issues meeting the children's specific needs.
- h. Collaborate with and maintain a good working relationship with the Drug Treatment Case Coordinator and staff;
- i. Provide a linkage between the U-FIRST Program and Department of Social Services system (i.e.; help them understand each others perspectives and needs in order to resolve conflicts before they begin);
- j. Assist the criminal justice system and the Department of Social Services system in resolving issues of confidentiality;
- k. Provide reports to the Family Treatment Court Coordinator as requested in a timely manner;
- l. Help to maintain a non-adversarial atmosphere in U-FIRST;
- m. Attend all U-FIRST client case staffings and U-FIRST court sessions as required;
- n. Attend meetings, trainings, and conferences applicable to position responsibilities;
- o. Act in a collaborative manner, with U-FIRST and DSS with any agency or U-FIRST issues and make referrals to appropriate agency personnel;
- p. Act in or coordinate educational/training activities pertaining to agency practice and protocol;
- q. Will provide specific information for each case when the social worker is unavailable;
- r. Serve as member of the Senior Advisory Committee.
- s. DSS shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.

E. Restoration House shall

- a. Offer services to male participants only;
- b. Offer temporary housing for up to 180 days if needed;
- c. Ongoing spiritual counseling and life skills education
- d. RH may develop individual plan as needed for each client that may include, but is not limited to, anger management, family issues, and work ethic;
- e. Restoration House shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.

F. Vocational Rehabilitation Services of North Carolina shall:

- a. Offer specialized services (counseling, training, education, clothing, transportation, medical and other support services) as well as job placement and job coaching for physical, mental, or substance abuse disability meeting Vocational Rehabilitation guidelines;
 - b. Cost services shall be subject to a financial needs test;
 - c. Vocational Rehabilitation Services of NC shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.
- G. Chemical Dependency Services, Inc. shall:
- a. Provide on and off site substance abuser assessments, screening and referral services;
 - b. Offer short-term, intermediate and IOP treatment with cultural counseling as required. Extended services are available;
 - c. Offer relapse prevention and aftercare programs utilizing Cognitive Behavioral Therapy;
 - d. Provide adolescent and family counseling in both individual and group therapy sessions;
 - e. Provide client integration with the community through local resources and faith-based initiatives;
 - f. Generate public awareness and education on an ongoing basis
 - g. All services are available for English and Spanish speaking clients;
 - h. Chemical Dependency Services, Inc. shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.
- H. Positive Impact shall:
- a. Determine the clinical needs of enrolled students through comprehensive bio-psychosocial assessments/screenings;
 - b. Provide mental health and academic services based on student screening/assessment that includes: individual, group and family therapy; psychosocial education programming, and substance abuse prevention services;
 - c. Provide appropriate referrals to outside providers based on service needs of students;
 - d. Keep accurate and timely client record documentation and strictly adhering to all State/Federal/Medicaid/Department of Education contract standards;
 - e. Provide timely and accurate clinical consultation to U-FIRST families with students enrolled at Positive Impact;
 - f. Positive Impact shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.
- I. United Family Services (UFS) shall:
- a. Offer Counseling & Education (C & E) program: individual, marital, family and group therapy to enhance quality of life through improved emotional well-being and mental health;
 - b. Offer Consumer Credit Counseling (CCC) and Housing: counseling and education, advocacy and mediation with creditors and mortgage companies, debt management/repayment plans (DMP'S), bankruptcy, eviction or mortgage foreclosure;


- c. Counseling services are offered based on United Family Services guidelines;
- d. UFS shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.

J. Turning Point shall:

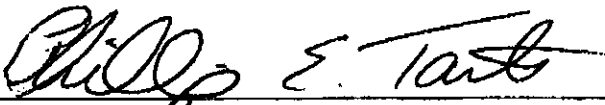
- a. Offer, as a non-residential facility, a 6 week counseling program for women who are victims of domestic violence;
- b. Offer 5 week counseling program for children who are witnesses of domestic violence;
- c. Turning Point shall not alter the terms of this agreement without the consent of the Administrative Office of the Courts.

This the _____ day of _____, 2008


Honorable Chris W. Bragg
Family Drug Treatment Court Judge


Martha Sue Hall
Family Drug Treatment Court Administrator

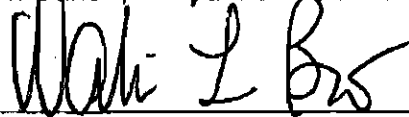

Dontae Latson, Director, Union County Department of Social Services

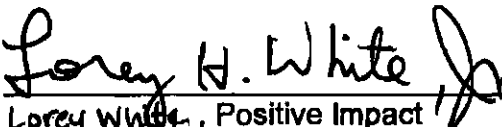

Phillip Tarte, Health Director, Union County Health Department


Kara Kindley, MSW, LCSW
Kara Kindley, Daymark Recovery Services, Inc


Domingos Duarte, Restoration House


Jim Saxon, Vocational Rehabilitation Services of North Carolina


Walter Beck, Chemical Dependency Services, Inc.


Lorey White, Positive Impact


Naomi Herndon, Turning Point


Pam Caskey, United Family Services

Al Greene, County Manager, Union County

CC: All Parties to MOU

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 11, 2008

Action Agenda Item No. 411c
(Central Admin. use only)

SUBJECT: HomeCare Management Corporation - Contract Services Agreement

DEPARTMENT: Social Services

PUBLIC HEARING: No

ATTACHMENT(S):
HomeCare Management Corporation
Contract Control Sheet

INFORMATION CONTACT:
D. Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve agreement upon completion of Legal Department review.

BACKGROUND: These funds are used to provide contract home care services with savings to the State and TANF funding sources by utilizing contract employees versus County employees. This agreement assists our agency in meeting the guidelines for Federal and State mandated programs.

FINANCIAL IMPACT: These programs are funded 100% by TANF and State dollars which are appropriated in Social Services' FY09 Administration program budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

A-2065

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Homecare Management Corporation (HCM)
Party/Vendor Contact Person: Rankin Whittington, President Contact Phone: 1-800-233-2841
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 315 Wilkesboro Blvd, NE Suite 2-A City: Lenoir State: NC Zip: 28646
Department: Union County Social Services Amount: \$1,082,900

Purpose: Provision of contractual employees
Budget Code(s) (put comma between multiple codes): 10-553101-5381-1450 (\$1,007,900) and 10553162-5381-1506 (\$55,000)

Amounts expended pursuant to this Agreement will be more than \$90,000. [Check if applicable]
TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: July 1, 2008

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

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

Department Head's Signature: [Signature] Date: 7-29-08

Approval by Board
Approval by Manager (less than \$90,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____
Approval by Manager subject to authorization by Board
Date Board authorization requested: 8/11/08
Clerk to confirm authorization given _____
ATTORNEY
This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Attorney's Signature: _____
Date: _____

Use Standard Template
[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O
OR See Working Copy OR No Insurance Required
Hold Contract pending receipt of Certificate of Insurance
With Incorporation of Insurance provisions as shown, this document is approved by the Risk Manager: [Signature]
Risk Manager's Signature: [Signature] Date: 7/30/08

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

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

CLERK

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

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____



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

AGENDA ITEM

4/2a

MEETING DATE 8-11-08

704-283-3746

704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Kai Nelson
Finance

FROM: John C. Petoskey
Tax Administrator

DATE: Thursday, July 31, 2008

RE: **FIRST** Motor Vehicle Refund Register

I hereby certify the following refunds that were made during the period of 07/01/2008 – 07/31/2008. The refunds represent refunds of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP;jw

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

Assessor Refund Register for the period 07/01/2008 to 07/31/2008

(Summary)

| ---Bdg No--- | -----Description----- | --Key-- | Bill Rate | | -----Total----- | | |
|-----------------------|---------------------------------------|---------|-----------|------|-----------------|-----------|-----------|
| | | | Year | Year | --Value-- | ---Tax--- | ---Int--- |
| 10 | ----- County..... | CN99999 | 2007 | 2006 | 2,281 | 165.21- | .00 |
| 10 | ----- County..... | CN99999 | 2007 | 2007 | 64,839 | 695.77- | .00 |
| 10 | ----- County..... | CN99999 | 2008 | 2007 | 2,459 | 15.01- | .00 |
| Net Totals..... | | | | | 69,579 | 875.99- | .00 |
| Net Totals..... | | | | | 0 | .00 | .00 |
| 39 | ----- Fire Dist - Stallings.... | FR020 | 2007 | 2007 | 18,380 | 5.11- | .00 |
| 38 | ----- Fire dist - Hemby Bridge.. | FR023 | 2007 | 2007 | 27,809 | 10.40- | .00 |
| 37 | ----- Fire dist - Wesley Chapel.. | FR026 | 2007 | 2006 | 0 | 1.50- | .00 |
| 34 | ----- Fire Dist - Waxhaw..... | FR028 | 2008 | 2007 | 1,669 | .86- | .00 |
| Net Totals..... | | | | | 47,858 | 17.87- | .00 |
| 78 | 220130 Taxes Payable - Monroe..... | MN02000 | 2007 | 2006 | 5,431 | 74.04- | .00 |
| 78 | 220130 Taxes Payable - Monroe..... | MN02000 | 2007 | 2007 | 18,650 | 110.06- | .00 |
| 78 | 220130 Taxes Payable - Monroe..... | MN02000 | 2008 | 2007 | 790 | 6.82- | .00 |
| 78 | 220150 Taxes Payable - Waxhaw..... | MN05000 | 2008 | 2007 | 1,669 | 5.67- | .00 |
| 78 | 220110 Taxes Payable - Indian Trail.. | MN06000 | 2007 | 2007 | 18,979 | 28.46- | .00 |
| 78 | 220140 Taxes Payable - Stallings.... | MN07000 | 2007 | 2007 | 8,830 | 22.08- | .00 |
| 78 | 220160 Taxes Payable - Weddington.... | MN08000 | 2007 | 2007 | 0 | 9.05- | .00 |
| Net Totals..... | | | | | 54,349 | 256.18- | .00 |
| 84 | 220000_____ NC State Interest..... | NC00000 | 2007 | 2006 | 0 | .00 | .00 |
| 84 | 220000_____ NC State Interest..... | NC00000 | 2007 | 2007 | 0 | .00 | .00 |
| Net Totals..... | | | | | 0 | .00 | .00 |
| Net Grand Totals..... | | | | | | 1,150.04- | .00 |



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

AGENDA ITEM

4/26

MEETING DATE

8/11/08

704-283-3746

704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Kai Nelson
Finance

FROM: John C. Petoskey
Tax Administrator

DATE: Thursday, July 31, 2008

RE: **First** Motor Vehicle Release Register

I hereby certify the following releases were made during the period of 07/01/2008
–07/31/2008. The releases represent both monthly and annual vehicle values and taxes.
Should you have any questions, please call.

JCP:jw

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

Assessor Release Register for the period 07/01/2008 to 07/31/2008

(Summary)

| Bdg No | Description | Key | Bill Rate | | Value | Total | | Int |
|------------|-------------------------------|---------|-----------|------|-----------|------------|---------|-----|
| | | | Year | Year | | Tax | | |
| 10 | County | CN99999 | 1997 | 1996 | 12,020 | 79.33- | 37.68- | |
| 10 | County | CN99999 | 2005 | 2004 | 20,000 | 105.00- | 27.38- | |
| 10 | County | CN99999 | 2006 | 2005 | 19,500 | 239.69- | 32.69- | |
| 10 | County | CN99999 | 2007 | 2006 | 173,185 | 1,688.82- | 136.29- | |
| 10 | County | CN99999 | 2007 | 2007 | 651,856 | 4,706.60- | 151.85- | |
| 10 | County | CN99999 | 2008 | 2003 | 2,981 | 15.80- | .00 | |
| 10 | County | CN99999 | 2008 | 2004 | 2,710 | 14.23- | .00 | |
| 10 | County | CN99999 | 2008 | 2005 | 2,464 | 13.80- | .00 | |
| 10 | County | CN99999 | 2008 | 2006 | 23,430 | 169.49- | .00 | |
| 10 | County | CN99999 | 2008 | 2007 | 1,117,318 | 8,062.65- | .00 | |
| Net Totals | | | | | 2,025,464 | 15,095.41- | 385.89- | |
| | | | | | | | | |
| 76 | School dist - Monroe | SC100 | 2006 | 2005 | 19,500 | 14.77- | 2.73- | |
| 77 | School dist - County | SC999 | 1997 | 1996 | 12,020 | 8.41- | 3.98- | |
| 77 | School dist - County | SC999 | 2005 | 2004 | 20,000 | 14.00- | 3.80- | |
| 77 | School dist - County | SC999 | 2006 | 2005 | 0 | 15.21- | 1.61- | |
| 77 | School dist - County | SC999 | 2008 | 2003 | 2,981 | 2.09- | .00 | |
| 77 | School dist - County | SC999 | 2008 | 2004 | 2,710 | 1.90- | .00 | |
| 77 | School dist - County | SC999 | 2008 | 2005 | 2,464 | 1.72- | .00 | |
| Net Totals | | | | | 59,675 | 58.10- | 12.12- | |
| | | | | | | | | |
| 32 | Fire Dist - Springs | FR015 | 2008 | 2006 | 3,190 | 2.00- | .00 | |
| 32 | Fire Dist - Springs | FR015 | 2008 | 2007 | 45,360 | 14.15- | .00 | |
| 39 | Fire Dist - Stallings | FR020 | 2006 | 2005 | 0 | 7.13- | .74- | |
| 39 | Fire Dist - Stallings | FR020 | 2007 | 2006 | 15,350 | 6.82- | .54- | |
| 39 | Fire Dist - Stallings | FR020 | 2007 | 2007 | 4,010 | 1.05- | .05- | |
| 39 | Fire Dist - Stallings | FR020 | 2008 | 2003 | 2,981 | 1.17- | .00 | |
| 39 | Fire Dist - Stallings | FR020 | 2008 | 2004 | 2,710 | 1.33- | .00 | |
| 39 | Fire Dist - Stallings | FR020 | 2008 | 2005 | 2,464 | .96- | .00 | |
| 39 | Fire Dist - Stallings | FR020 | 2008 | 2006 | 2,240 | .99- | .00 | |
| 39 | Fire Dist - Stallings | FR020 | 2008 | 2007 | 137,623 | 36.08- | .00 | |
| 38 | Fire dist - Hemby Bridge | FR023 | 2007 | 2006 | 21,910 | 13.18- | 1.02- | |
| 38 | Fire dist - Hemby Bridge | FR023 | 2007 | 2007 | 21,670 | 8.17- | .22- | |
| 38 | Fire dist - Hemby Bridge | FR023 | 2008 | 2007 | 71,238 | 26.88- | .00 | |
| 37 | Fire dist - Wesley Chapel | FR026 | 2007 | 2007 | 135,610 | 23.07- | .81- | |
| 37 | Fire dist - Wesley Chapel | FR026 | 2008 | 2007 | 115,984 | 19.38- | .00 | |
| 34 | Fire Dist - Waxhaw | FR028 | 2007 | 2007 | 41,840 | 21.46- | 1.33- | |
| 34 | Fire Dist - Waxhaw | FR028 | 2008 | 2007 | 75,753 | 38.85- | .00 | |
| Net Totals | | | | | 699,933 | 222.67- | 4.71- | |
| | | | | | | | | |
| 78 | 220125 Taxes Payable - Marvin | MN01000 | 2008 | 2007 | 14,312 | 7.15- | .00 | |

(Finance)

Assessor Release Register for the period 07/01/2008 to 07/31/2008

(Summary)

| | | | | | | | | |
|-----------------------|--------|--------------------------------|---------|------|------|-----------|------------|---------|
| 78 | 220130 | Taxes Payable - Monroe..... | MN02000 | 2005 | 2004 | 20,000 | 96.00- | 24.96- |
| 78 | 220130 | Taxes Payable - Monroe..... | MN02000 | 2006 | 2005 | 19,500 | 131.89- | 20.13- |
| 78 | 220130 | Taxes Payable - Monroe..... | MN02000 | 2007 | 2006 | 23,475 | 496.49- | 38.86- |
| 78 | 220130 | Taxes Payable - Monroe..... | MN02000 | 2007 | 2007 | 266,466 | 1,519.69- | 23.80- |
| 78 | 220130 | Taxes Payable - Monroe..... | MN02000 | 2008 | 2007 | 195,864 | 1,233.10- | .00 |
| 78 | 220170 | Taxes Payable - Wingate..... | MN03000 | 2007 | 2006 | 1,670 | 6.35- | .58- |
| 78 | 220170 | Taxes Payable - Wingate..... | MN03000 | 2008 | 2007 | 3,632 | 14.17- | .00 |
| 78 | 220120 | Taxes Payable - Marshville.... | MN04000 | 2007 | 2006 | 20,000 | 76.00- | 7.79- |
| 78 | 220150 | Taxes Payable - Waxhaw..... | MN05000 | 2007 | 2007 | 7,700 | 26.18- | .52- |
| 78 | 220150 | Taxes Payable - Waxhaw..... | MN05000 | 2008 | 2007 | 34,643 | 117.78- | .00 |
| 78 | 220110 | Taxes Payable - Indian Trail.. | MN06000 | 2006 | 2005 | 0 | 14.62- | 1.61- |
| 78 | 220110 | Taxes Payable - Indian Trail.. | MN06000 | 2007 | 2006 | 37,260 | 57.39- | 4.27- |
| 78 | 220110 | Taxes Payable - Indian Trail.. | MN06000 | 2007 | 2007 | 16,880 | 25.32- | 1.45- |
| 78 | 220110 | Taxes Payable - Indian Trail.. | MN06000 | 2008 | 2007 | 124,210 | 186.31- | .00 |
| 78 | 220140 | Taxes Payable - Stallings..... | MN07000 | 2007 | 2007 | 15,820 | 39.56- | .81- |
| 78 | 220140 | Taxes Payable - Stallings..... | MN07000 | 2008 | 2003 | 2,981 | 4.77- | .00 |
| 78 | 220140 | Taxes Payable - Stallings..... | MN07000 | 2008 | 2004 | 2,710 | 6.78- | .00 |
| 78 | 220140 | Taxes Payable - Stallings..... | MN07000 | 2008 | 2005 | 2,464 | 6.16- | .00 |
| 78 | 220140 | Taxes Payable - Stallings..... | MN07000 | 2008 | 2006 | 2,240 | 5.60- | .00 |
| 78 | 220140 | Taxes Payable - Stallings..... | MN07000 | 2008 | 2007 | 98,669 | 246.68- | .00 |
| 78 | 220160 | Taxes Payable - Weddington.... | MN08000 | 1997 | 1996 | 12,020 | 2.40- | 1.09- |
| 78 | 220160 | Taxes Payable - Weddington.... | MN08000 | 2007 | 2007 | 19,680- | 4.04 | .12- |
| 78 | 220160 | Taxes Payable - Weddington.... | MN08000 | 2008 | 2007 | 8,657 | 2.60- | .00 |
| 78 | 220115 | Taxes Payable - Lake Park.... | MN09000 | 2008 | 2007 | 19,407 | 44.63- | .00 |
| 78 | 220175 | Taxes Payable - Fairview..... | MN09300 | 2008 | 2007 | 55,500 | 11.10- | .00 |
| 78 | 220165 | Taxes Payable - Wesley Chapel: | MN09700 | 2008 | 2007 | 64,575 | 12.92- | .00 |
| 78 | 220135 | Taxes Payable - Unionville.... | MN09800 | 2008 | 2007 | 2,390 | .47- | .00 |
| 78 | 220155 | Taxes Payable - Mnrl Sprngs.. | MN09900 | 2008 | 2007 | 4,140 | 1.12- | .00 |
| Net Totals..... | | | | | | 1,057,505 | 4,389.19- | 125.99- |
| 84 | 220000 | NC State Interest..... | NC00000 | 2006 | 2005 | 0 | .00 | 12.72- |
| 84 | 220000 | NC State Interest..... | NC00000 | 2007 | 2006 | 0 | .00 | 70.34- |
| 84 | 220000 | NC State Interest..... | NC00000 | 2007 | 2007 | 0 | .00 | 146.26- |
| Net Totals..... | | | | | | 0 | .00 | 229.32- |
| Net Grand Totals..... | | | | | | | 19,765.37- | 758.03- |



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

AGENDA ITEM
4/2c 704-283-3746
704-283-3616 Fax
MEETING DATE 8-11-08
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Kai Nelson
Finance

FROM: John C. Petoskey
Tax Administrator

DATE: July 31, 2008

RE: **Second** Motor Vehicle Billing

JUL 31 2008

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

JCP: jw

Motor Vehicle Billing Summary for the period 07/01/2008 to 07/31/2008

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

| ---Bdg No--- | -----Description----- | --Key-- | Bill Year | Rate Year | Count | -----Total----- ---Value--- | -----Tax----- |
|--------------|---------------------------------------|---------|-----------|-----------|--------|--------------------------------|---------------|
| 10 | County..... | CN99999 | 2008 | 2003 | 1 | 2,981 | 15.80 |
| 10 | County..... | CN99999 | 2008 | 2004 | 1 | 2,710 | 14.23 |
| 10 | County..... | CN99999 | 2008 | 2005 | 1 | 2,464 | 13.80 |
| 10 | County..... | CN99999 | 2008 | 2006 | 43 | 1,375,531 | 9,070.54 |
| 10 | County..... | CN99999 | 2008 | 2007 | 15,265 | 149,273,052 | 1,059,678.95 |
| Totals..... | | | | | 15,311 | 150,656,738 | 1,068,793.32 |
| | | | | | | | |
| 77 | School dist - County..... | SC999 | 2008 | 2003 | 1 | 2,981 | 2.09 |
| 77 | School dist - County..... | SC999 | 2008 | 2004 | 1 | 2,710 | 1.90 |
| 77 | School dist - County..... | SC999 | 2008 | 2005 | 1 | 2,464 | 1.72 |
| Totals..... | | | | | 3 | 8,155 | 5.71 |
| | | | | | | | |
| 32 | Fire Dist - Springs..... | FR015 | 2008 | 2006 | 2 | 5,960 | 3.74 |
| 32 | Fire Dist - Springs..... | FR015 | 2008 | 2007 | 832 | 7,750,039 | 2,415.06 |
| 39 | Fire Dist - Stallings..... | FR020 | 2008 | 2003 | 1 | 2,981 | 1.17 |
| 39 | Fire Dist - Stallings..... | FR020 | 2008 | 2004 | 1 | 2,710 | 1.33 |
| 39 | Fire Dist - Stallings..... | FR020 | 2008 | 2005 | 1 | 2,464 | .96 |
| 39 | Fire Dist - Stallings..... | FR020 | 2008 | 2006 | 3 | 12,320 | 4.50 |
| 39 | Fire Dist - Stallings..... | FR020 | 2008 | 2007 | 1,547 | 15,332,837 | 4,007.42 |
| 38 | Fire dist - Hemby Bridge.. | FR023 | 2008 | 2006 | 3 | 38,705 | 17.96 |
| 38 | Fire dist - Hemby Bridge.. | FR023 | 2008 | 2007 | 1,669 | 17,171,369 | 6,467.39 |
| 37 | Fire dist - Wesley Chapel: | FR026 | 2008 | 2006 | 7 | 170,130 | 25.86 |
| 37 | Fire dist - Wesley Chapel: | FR026 | 2008 | 2007 | 1,923 | 26,159,198 | 4,364.54 |
| 34 | Fire Dist - Waxhaw..... | FR028 | 2008 | 2006 | 1 | 14,610 | 6.03 |
| 34 | Fire Dist - Waxhaw..... | FR028 | 2008 | 2007 | 1,015 | 9,492,491 | 4,858.79 |
| Totals..... | | | | | 7,005 | 76,155,814 | 22,174.75 |
| | | | | | | | |
| 78 | 220125 Taxes Payable - Marvin..... | MN01000 | 2008 | 2007 | 235 | 3,569,418 | 1,785.19 |
| 78 | 220130 Taxes Payable - Monroe..... | MN02000 | 2008 | 2006 | 17 | 924,396 | 5,184.82 |
| 78 | 220130 Taxes Payable - Monroe..... | MN02000 | 2008 | 2007 | 2,464 | 20,372,052 | 123,343.42 |
| 78 | 220170 Taxes Payable - Wingate..... | MN03000 | 2008 | 2007 | 166 | 1,138,599 | 4,440.64 |
| 78 | 220120 Taxes Payable - Marshville... | MN04000 | 2008 | 2007 | 172 | 1,280,969 | 4,867.66 |
| 78 | 220150 Taxes Payable - Waxhaw..... | MN05000 | 2008 | 2007 | 533 | 5,798,350 | 19,672.52 |
| 78 | 220110 Taxes Payable - Indian Trail.. | MN06000 | 2008 | 2006 | 4 | 80,910 | 80.91 |
| 78 | 220110 Taxes Payable - Indian Trail.. | MN06000 | 2008 | 2007 | 2,162 | 23,079,957 | 34,536.87 |
| 78 | 220140 Taxes Payable - Stallings..... | MN07000 | 2008 | 2003 | 1 | 2,981 | 4.77 |
| 78 | 220140 Taxes Payable - Stallings..... | MN07000 | 2008 | 2004 | 1 | 2,710 | 6.78 |
| 78 | 220140 Taxes Payable - Stallings..... | MN07000 | 2008 | 2005 | 1 | 2,464 | 6.16 |
| 78 | 220140 Taxes Payable - Stallings..... | MN07000 | 2008 | 2006 | 5 | 31,585 | 73.60 |
| 78 | 220140 Taxes Payable - Stallings..... | MN07000 | 2008 | 2007 | 916 | 9,257,319 | 23,145.51 |

Motor Vehicle Billing Summary for the period 07/01/2008 to 07/31/2008

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

| ---Bdg No--- | -----Description----- | --Key-- | Bill Year | Rate Year | Count | -----Total----- ---Value--- | -----Tax----- |
|-------------------|--------------------------------|---------|-----------|-----------|-------|--------------------------------|---------------|
| 78 220160 | Taxes Payable - Weddington... | MN08000 | 2008 | 2006 | 1 | 20,760 | 6.23 |
| 78 220160 | Taxes Payable - Weddington... | MN08000 | 2008 | 2007 | 571 | 7,262,247 | 2,178.92 |
| 78 220115 | Taxes Payable - Lake Park.... | MN09000 | 2008 | 2007 | 209 | 2,223,922 | 5,115.16 |
| 78 220175 | Taxes Payable - Fairview..... | MN09300 | 2008 | 2007 | 202 | 2,232,615 | 443.05 |
| 78 220145 | Taxes Payable - Hemby Bridge.. | MN09500 | 2008 | 2007 | 73 | 581,355 | 174.47 |
| 78 220165 | Taxes Payable - Wesley Chapel: | MN09700 | 2008 | 2007 | 406 | 4,492,633 | 896.11 |
| 78 220135 | Taxes Payable - Unionville.... | MN09800 | 2008 | 2006 | 3 | 88,450 | 17.69 |
| 78 220135 | Taxes Payable - Unionville.... | MN09800 | 2008 | 2007 | 406 | 3,730,620 | 746.16 |
| 78 220155 | Taxes Payable - Mnrl Sprngs.. | MN09900 | 2008 | 2006 | 1 | 2,770 | 1.50 |
| 78 220155 | Taxes Payable - Mnrl Sprngs.. | MN09900 | 2008 | 2007 | 186 | 1,743,906 | 470.83 |
| Totals..... | | | | | 8,735 | 87,920,988 | 227,198.97 |
| Grand Totals..... | | | | | | | 1,318,172.75 |

RELEASES JULY 2008

| Acct # | Name | Release # | Real Value | UCGT | CSGT-999 | StallGT | WesleyGT | UnionvilleFF | Wingate | Total |
|---------------------|--------------------|-----------|------------------|------------------|---------------|---------------|---------------|--------------|--------------|------------------|
| 2008 | | | | | | | | | | |
| 06129074 | CIOCAN MIRCEA A | 4082 | 2,287,500 | 12,262.76 | 470.53 | | 301.66 | | | 13,034.95 |
| Totals | | | 2,287,500 | 12,262.76 | 470.53 | - | 301.66 | - | - | 13,034.95 |
| 2007 | | | | | | | | | | |
| 08108007C | BUTTON DEBRA | 4075 | 13,020 | 92.59 | | | | 3.64 | | 96.23 |
| 09066007B | HOUSTON BARBAR | 4078 | 69,100 | 491.37 | | | | | 50.00 | 541.37 |
| 07105024 | SMITH JIMMY WILSON | 4079 | 170,990 | 1,814.66 | | 66.86 | | | | 1,881.52 |
| Totals | | | 253,110 | 2,398.62 | - | 66.86 | - | 3.64 | 50.00 | 2,519.12 |
| 2006 | | | | | | | | | | |
| 08108007C | BUTTON DEBRA | 4076 | 13,020 | 82.90 | | | | 3.90 | | 86.80 |
| 07105024 | SMITH JIMMY WILSON | 4080 | 170,990 | 1,624.79 | | 113.30 | | | | 1,738.09 |
| Totals | | | 184,010 | 1,707.69 | - | 113.30 | - | 3.90 | - | 1,824.89 |
| 2005 | | | | | | | | | | |
| 08108007C | BUTTON DEBRA | 4077 | 10,817 | 60.58 | 7.57 | | | 4.73 | | 72.88 |
| 07105024 | SMITH JIMMY WILSON | 4081 | 170,990 | 1,429.06 | 178.63 | 99.52 | | | | 1,707.21 |
| Totals | | | 181,807 | 1,489.64 | 186.20 | 99.52 | - | 4.73 | - | 1,780.09 |
| GRAND TOTALS | | | 2,906,427 | 17,858.71 | 656.73 | 279.68 | 301.66 | 12.27 | 50.00 | 19,159.05 |

MEETING DATE 8-11-08
 # 4121

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

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

SUBJECT: Smart Start Family Literacy Grant

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):
BA #4
Contract for Smart Start Family
Literacy Grant

INFORMATION CONTACT:
Dana Eure

TELEPHONE NUMBERS:
704-283-8184 x237

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment

BACKGROUND: Union Smart Start has awarded the Union County Public Library a grant to continue the Smart Start Family Literacy program. This is the third year of funding for this program.

To increase the frequency that parents/guardians read to and engage in other literacy activities with their children, the Smart Start Family Literacy activity provides literacy training and literacy enhancement activities for parents/guardians and their children ages birth to five (not yet in kindergarten). Utilizing the Every Child Ready to Read curriculum developed by the American Library Association, the Union County Public Library provides workshops and literacy activities at multiple locations throughout the county for families with children at risk for school failure including non-English speaking families. Literacy-enhancing activities, offered in English and Spanish, are introduced, modeled and reinforced during 4 sessions for each parent/guardian over a two-month period.

FINANCIAL IMPACT: The grant award is for \$79,383. The Library is required to provide a 10% in kind match.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

FINANCIAL ASSISTANCE CONTRACT

09-224

Between

UNION SMART START

And

UNION COUNTY PUBLIC LIBRARY

FEDERAL TAX ID #56-6000345

1. Parties to the Contract:

This Contract is hereby entered into by and between Union Smart Start, (the "Local Partnership") and Union County Public Library, (the "Contractor") (referred to collectively as the "Parties").

2. Effective Period:

This Contract shall be effective on July 1, 2008 and shall terminate on June 30, 2009.

3. Independent Contractor:

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

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors and shall not be relieved of any of the duties and responsibilities of this Contract.

5. Assignment:

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

6. Beneficiaries:

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

7. Key Personnel:

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as “key personnel” for purposes of this Contract are those specified in the Contractor’s proposal and such others as the Parties may agree.

8. Indemnification:

The Contractor agrees to indemnify and hold harmless the State of North Carolina (“State”), the Division of Child Development of the North Carolina Department of Health and Human Services (“Division”), The North Carolina Partnership for Children, Inc. (“NCPC”), the Local Partnership and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract.

This Section shall not apply to state agencies.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Local Partnership:

Mary Ann Rasberry, Executive Director
Union Smart Start
105C Cedar Street
PO Box 988
Monroe, NC 28111
Telephone: 704-226-1407 Fax: 704-226-1369
Email: mrasberry@unionsmartstart.org

For the Contractor:

Martie Smith, Director
Union County Public Library
316 E. Windsor Street
Monroe, NC 28112
Telephone: 704-283-8184 Fax: 704-282-0657
Email: msmith@union.lib.nc.us

10. Choice of Law:

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

11. Precedence Among Contract Documents:

This Contract and any documents incorporated specifically by reference constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. Survival of Promises:

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor, specifying the effective date of termination.

14. Authorized Use of Funds:

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and in the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. Responsibilities of the Local Partnership:

The Local Partnership shall perform the following:

- A. Pay the Contractor for the costs of services and activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments.
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify all reports and other deliverables required from the Contractor.

16. Responsibilities of the Contractor:

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost Principles in Attachment III; and subsequent amendments to the Attachments and in the project proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.
- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement or receive payment.

The expenditure report must be submitted no less frequently than monthly to the Local Partnership.

- D. Make available all records, including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Local Partnership, NCPC, Division, or the North Carolina Office of State Auditor or applicable Federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.

Direct Service Provider (DSP) agrees to acknowledge Union Smart Start as a funding source. Any and all activities which the DSP engages in shall identify Union Smart Start by way of logo imprints provided by the partnership on all items published, mailed, disseminated, preceded by the phrase 'funded by'.

Activity names shall include the words 'Smart Start' and be used at all times when referring to the programs.

Failure by the DSP to comply with these contractual stipulations shall be just cause for the Union Smart Start Board to immediately review the contract status with the possibility for funding revisions or revocation of any remaining funding for the contractual year involved.

- J. Maximize the use of in-kind (volunteers, goods, services, facilities) and cash contributions, maintaining written documentation of cash and in-kind contributions, and quantify and report to the Local Partnership on a quarterly basis (or as required by the Local Partnership) these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.
- K. Secure and provide evidence of Fidelity Bonding covering staff of the Contractor and any subcontractors involved in the handling of State funds when the total funds for all Contracts between the Local Partnership and the Contractor exceed or are expected to exceed \$100,000.
- L. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- M. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.

- N. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by 2008 Session Law.
- O. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating the funded activities.
- P. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.

17. Compliance with Cost Principles:

The Contractor will not be paid for expenditures under this Contract that do not comply with the Smart Start Cost Principles that are incorporated herein as Attachment III and the North Carolina State cost principles, as applicable.

18. Amount of Reimbursement:

The total amount reimbursed by the Local Partnership to the Contractor under this Contract shall not exceed \$79,383.00.

19. Payment Provisions:

A. Payment Procedure:

- 1. Monthly payments shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the monthly expenditure report submitted by the Contractor.

B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the project proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.

C. Reimbursements:

Reimbursements for expenditures will not occur under this Contract subsequent to June 30, 2009.

20. Reversion of Unexpended Funds

Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.

21. Reporting and Audit Requirements:

The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for non-governmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.

- B. A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to and including five hundred thousand dollars (\$500,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

- C. A grantee that receives, uses, or expends State funds in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Contractor's fiscal year runs from July 1 to June 30.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports submitted to the Local Partnership.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

25. Property and Equipment:

Title to furniture or equipment costing in excess of \$500 per item acquired by the Contractor with funds from this Contract shall vest in the Contractor, subject to the following conditions:

- A. The Contractor shall use the furniture and equipment in the project or program for which it was acquired as long as needed. When the furniture or equipment is no longer needed for the project or program or if operations are discontinued or, at the termination of this Contract, the Contractor shall notify the Local Partnership and receive written instructions regarding disposition of the furniture or equipment.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of the furniture or equipment.

Any unused or unneeded furniture, equipment or materials held by the Contractor shall be reported to the Local Partnership, which has the option of removing said property.

26. Access to Persons and Records:

The Office of State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, State, Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

27. Record Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

28. Conflict of Interest Policy:

The Contractor expressly states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person having such interest during the performance of this Contract. The Contractor further agrees to notify the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

29. Insurance:

During the term of the Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

30. Confidentiality:

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

31. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

32. Equal Employment Opportunity:

The Contractor shall comply with all Federal and State laws relating to equal employment opportunity.

33. Compliance with Laws:

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

34. Advertising:

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

35. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

36. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of Federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

37. Disbursements:

As a condition of this Contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements. The Contractor will:

- A. Implement adequate internal controls over disbursements;
- B. Pre-audit all vouchers presented for payment to determine:
 - 1) Validity and accuracy of payment
 - 2) Payment due date
 - 3) Adequacy of documentation supporting payment
 - 4) Legality of disbursement;
- C. Assure adequate control of signature stamps/plates; and,
- D. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified.

38. Health Insurance Portability and Accountability Act (HIPAA):

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

39. Amendment:

This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Local Partnership and the Contractor.

40. Force Majeure:

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

41. Suspension:

This Contract may be suspended in whole or in part upon 10 days written notice, to the Contract Administrator noted in Section 9, by the Local Partnership if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

Suspension shall remain in effect until:

- A. the Contractor has taken corrective action as approved by the Local Partnership; or
- B. the Contractor has given written assurances satisfactory to the Local Partnership that corrective action will be taken; or
- C. the Contract is terminated by either Party or by mutual consent of both Parties.

42. Default and Termination:

- A. The Parties may terminate this Contract by mutual consent with 10 days notice to the other Party.
- B. This Contract may be terminated in whole or in part by either Party, with 30 days written notice to the other Party's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person.
- C. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Local Partnership shall have the right to terminate this Contract by giving written notice to the Contractor's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person and specifying the effective date thereof.

After receipt of a notice of termination and except as otherwise directed by the Local Partnership, the Contractor shall cease work under the Contract on the date and to the extent specified in the notice of termination. In the event of termination in part, both Parties shall continue the performance of this Contract to the extent not terminated.

In that event, all finished or unfinished deliverable items prepared by the Contractor under this Contract shall, at the option of the Local Partnership, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local Partnership by virtue of the Contractor's breach of this agreement, and the Local Partnership may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Partnership from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.

- D. The Local Partnership may terminate the Contract on any date specified by the Local Partnership if funds are no longer available.

43. Waiver of Default:

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

44. Time of the Essence:

Time is of the essence in the performance of this Contract.

45. Severability:

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

46. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

In Witness Whereof, the Contractor and Local Partnership have executed this Contract in duplicate originals, with one original being retained by each Party.

UNION SMART START

BY: _____ Date _____
Mary Ann Rasberry, Executive Director

UNION COUNTY PUBLIC LIBRARY

BY: _____ Date _____
Martie Smith, Director

Al Greene, County Manager

I. Activity Title: Smart Start Family Literacy Program

II. Activity Code: a) PSC: 5512 b) PBIS ID: FS20

III. Abstract

To increase the frequency that parents/guardians read to and engage in other literacy activities with their children, the Smart Start Family Literacy activity will provide literacy training and literacy enhancement activities for parents/guardians and their children ages birth to five (not yet in kindergarten). Utilizing the Every Child Ready to Read curriculum developed by the American Library Association, the Union County Public Library will provide workshops and literacy activities at multiple locations throughout the county for families with children at risk for school failure including non-English speaking families. Literacy-enhancing activities, offered in English and Spanish, will be introduced, modeled and reinforced during a minimum of 4 sessions for each parent/guardian over a two-month period. A non-cash incentive for attending 4 sessions will be provided. Up to two full time equivalent staff, who may be bilingual, will be culturally competent in serving diverse populations and will have education in one or more of the following areas: early literacy, early childhood education, adult education, child and family development or related field, with experience providing literacy training to adults and young children, or equivalent combination of education and experience.

Direct Services Provider: Activity(ies) Budget

PARTNERSHIP: Union Smart Start

FISCAL YEAR:

Page 1 of 1

Direct Services Provider: Union County Public Library

2008-09

Eff.Date: 7/1/08

Activity Name: Smart Start Family Literacy

| Contract #: | Smart Start Funds | In-Kind Funds | TOTAL |
|---|--------------------|-------------------|--------------------|
| 11) Personnel | \$66,003.00 | | \$66,003.00 |
| 12) Contracted Services | \$1,300.00 | | \$1,300.00 |
| 13) Total Personnel/Contracted Services | \$67,303.00 | \$0.00 | \$67,303.00 |
| 14) Office Supplies and Materials | \$1,800.00 | | \$1,800.00 |
| 15) Service Related Supplies | \$8,800.00 | | \$8,800.00 |
| 16) Total Supplies & Materials | \$10,600.00 | \$0.00 | \$10,600.00 |
| 17) Travel | | | \$0.00 |
| 18) Communications & Postage | | | \$0.00 |
| 19) Utilities | | | \$0.00 |
| 20) Printing and Binding | | | \$0.00 |
| 21) Repair and Maintenance | | | \$0.00 |
| 22) Meeting/Conference Expense | | | \$0.00 |
| 23) Employee Training (no travel) | | \$3,868.00 | \$3,868.00 |
| 24) Classified Advertising | | | \$0.00 |
| 25) In-State Board Meeting Expense | | | \$0.00 |
| 26) Total Non-Fixed Operating Expenses | \$0.00 | \$3,868.00 | \$3,868.00 |
| 27) Office Rent (Land, Buildings, etc.) | | | \$0.00 |
| 28) Furniture Rental | | | \$0.00 |
| 29) Equipment Rental (Phone, Computer, etc.) | | | \$0.00 |
| 30) Vehicle Rental | | | \$0.00 |
| 31) Dues and Subscriptions | | | \$0.00 |
| 32) Insurance & Bonding | | | \$0.00 |
| 33) Books / Library Reference Materials | | | \$0.00 |
| 34) Other Expenses: provide explanation | | | \$0.00 |
| 35) Total Fixed Charges & Other Expenses | \$0.00 | \$0.00 | \$0.00 |
| 36) Buildings & Improvements | | | \$0.00 |
| 37) Leasehold Improvements | | | \$0.00 |
| 38) Furniture/Non-computer Eqpt.,\$500+ per item | | | \$0.00 |
| 39) Computer Equipment/Printers,\$500+ per item | | | \$0.00 |
| 40) Furniture/Equipment, under \$500 per item | | | \$0.00 |
| 41) Total Property and Equipment Outlay | \$0.00 | \$0.00 | \$0.00 |
| 42) Purchase of Services | | | \$0.00 |
| 43) Contracts with Service Providers | | | \$0.00 |
| 44) Stipends/Scholarships/Bonuses | | | \$0.00 |
| 45) Grants/Cash Awards | | | \$0.00 |
| 46) Grants/Non-Cash Awards | \$1,480.00 | | \$1,480.00 |
| 47) Total Services/Contracts/Grants | \$1,480.00 | \$0.00 | \$1,480.00 |
| 48) Total Participant Training Expense | | | \$0.00 |
| 49) Total Budgeted Expenditures | \$79,383.00 | \$3,868.00 | \$83,251.00 |

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 11, 2008

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

SUBJECT: Help America Vote Act (HAVA) Grant Funds

DEPARTMENT: Board of Elections

PUBLIC HEARING: No

ATTACHMENT(S):
State Memorandums

INFORMATION CONTACT:
John Whitley

TELEPHONE NUMBERS:
704-283-3708

DEPARTMENT'S RECOMMENDED ACTION: Authorize Board of Elections to submit HAVA grant fund application for financial assistance in operating One-Stop Voting sites

BACKGROUND: The State Board of Elections has announced the availability of HAVA grant funds to counties to assist in the funding of One-Stop voting sites for the 2008 General Election. Approximately \$2.75 million will be available with the funds being awarded to counties based on application merit and number of applications received. The deadline for application submission is August 29, 2008.

The local Board of Elections anticipates approximately 120,000 registered voters by November 2008 and expects voter turnout in the range of 75% (approximately 90,000 actual voters) with 35%-40% (about 35,000) of those voters choosing to vote One-Stop. About 20,000 residents voted One-Stop in the 2004 Presidential Election.

Union Board of Elections proposes to submit an application in the approximate amount of \$185,000 which will be utilized for the following:

\$98,000 for voting Machines, computers and ancillary equipment
\$79,000 for One-Stop personnel
\$8,000 for operating supplies, rent

FINANCIAL IMPACT: The HAVA grant does not require local matching; therefore, the entire amount of the grant will be provided from federal and State sources.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



STATE BOARD OF ELECTIONS

6400 Mail Service Center • Raleigh, North Carolina 27699-6400

GARY O. BARTLETT
Executive Director

MAILING ADDRESS:
P.O. BOX 27255
RALEIGH, NC 27611-7255

July 16, 2008

MEMORANDUM 2008-15

TO: County Boards of Elections
FROM: Gary O. Bartlett
RE: Grants for County to Operate Additional One-Stop Voting Sites

Approximately \$2,750,000 of the State HAVA funds has been designated for grants to counties to assist in the funding of additional One-Stop absentee voting sites for the 2008 General Election. Originally only \$1,750,000 was designated for the 2008 General Election. However, with the recent statewide implementation of in-person voter registration at One-Stop sites, additional funding has become available. All funding and expenditures will be subject to state and federal audits as referenced in Attachment #1.

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Applications from counties must be made on the forms provided by the State Board of Elections and submitted to the Board no later than August 29, 2008. No late submissions will be considered except for emergency situations, such as a fire, flood, or act of God. Each application must be signed by all three members of the county board of elections, must provide a site location plan, and must set forth the procedures to be used at the one-stop voting site. The plan should include the county's utilization of computer equipment for voter registration purposes and detailed voting equipment information. A revised procedure utilizing Seims One Stop Application (SOSA) will be released prior to the beginning of one-stop absentee voting.

Grant allocations will be determined by merit and the number of applications received. The grant money must be used for directly related costs associated with providing additional One-Stop absentee sites. No grant funds issued pursuant to this fund shall be used to supplant funds previously budgeted for the county board of elections. County boards of elections shall keep detailed records of all expenditures for audit purposes. A final written accounting of expended funds must be provided to the State Board of Elections no later than December 31, 2008.

The State Board of Elections shall consider the population and voter registration statistics of applying counties when awarding grants to the counties. All additional One-Stop absentee voting sites must comply with accessibility requirements currently applicable to regular polling places.

LOCATION: 506 NORTH HARRINGTON STREET • RALEIGH, NORTH CAROLINA 27603 • (919) 733-7173



AGENDA ITEM
45
MEETING DATE 8/11/08

Designation of Voting Delegate to NCACC Annual Conference

I _____, hereby certify that I am the duly designated voting delegate for _____ County at the 101st Annual Conference of the North Carolina Association of County Commissioners to be held in Craven County, North Carolina, on August 21-24, 2008.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year’s dues.”

District caucuses for the purpose of nominating district directors shall be held at the Annual Conference for those districts in which the term of the board member expires.