

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, December 15, 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

6:00 P.M. - Closed Session

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Special Recognitions
 1. Jerry Simpson, Cooperative Extension Director (Retirement)
 2. Tax Administrator's Office - Recipient of 2008 North Carolina Association of Assessing Officers Most Distinguished Award
2. **Public Hearing - Re: Town of Wingate's ETJ Appointments to Wingate's Planning Board (2 Regular Members and 1 Alternate) and Board of Adjustment (2 Regular Members and 1 Alternate)**
ACTION REQUESTED: Conduct public hearing
3. **Public Hearing - Debt Restructuring/Refunding Bonds**
ACTION REQUESTED: Conduct public hearing
4. **Informal Comments**
5. **Additions, Deletions and/or Adoption of Agenda**
ACTION REQUESTED: Adoption of Agenda
6. **Consent Agenda**
ACTION REQUESTED: Approve items listed on the Consent Agenda
7. **Public Information Officer's Comments**

OLD BUSINESS:

8. Appointments of Commissioners to Boards and Committees
 1. Community Transportation Improvement Plan Steering Committee - Work Is Completed for Committee --- No Appointment is Necessary
 2. Piedmont Area Mental Health, Developmental Disabilities & Substance Abuse Board
 3. Transportation Advisory Board
 4. Yadkin Pee Dee Board of Directors**ACTION REQUESTED:** Appoint Commissioner-Representatives

9. **Request for Qualifications (RFQ's) for Legal Services**
ACTION REQUESTED: Consider RFQ and provide such revisions as may be desired by the Board
10. **Report on Cost/Feasibility of Televising Other County Appointed Board Meetings**
ACTION REQUESTED: Instruct staff to proceed with steps necessary to accomplish the televising of meetings of the Planning Board, Board of Adjustments and Board of Equalization and Review
11. **Resolution on Not Changing Composition of Board**
ACTION REQUESTED: Adopt draft resolution
12. **Disclosure Statement**
ACTION REQUESTED: Discuss requiring Disclosure Statement for membership of one or more boards/committees

NEW BUSINESS:

13. **Adoption of Bond Order**
ACTION REQUESTED: Adopt the Bond Order Authorizing the Issuance of Not to Exceed \$80,000,000 General Obligation Refunding Bonds of the County of Union, North Carolina
14. **Presentation from Piedmont Behavioral Healthcare**
ACTION REQUESTED: Accept brief presentation from Dan Coughlin, Area Director, and Pam Shipman, Deputy Area Director of Piedmont Behavioral Healthcare
15. **Annual Financial Report**
 - a. **Presentation and Acceptance of Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2008**
ACTION REQUESTED: Accept report
 - b. **Adoption of Budget Ordinance Amendment #12 Appropriating Encumbrances and Special Purpose Amounts as Identified in the Annual Financial Report**
ACTION REQUESTED: Adopt Budget Ordinance Amendment #12
16. **Parks and Recreation Department**
 - a. Request to Apply/Approval of 2009 Park and Recreation Trust Fund (PARTF) Grant
ACTION REQUESTED: Authorize Parks and Recreation to apply for the 2009 PARTF Grant, requesting \$500,000 in grant funds from the State, and a match by Union County in the amount (not to exceed) \$672,685, for Phase III development of the Passive Area at Jesse Helms Park and authorize County Manager to execute upon completion the application and the contract, if awarded

17. **Public Works Department**
- a. Contract Administration and Construction Inspection - Twelve-Mile Creek Waste Water Treatment Plant
 - 1. Resolution to Exempt Particular Projects from the Competitive Proposal Engineering Provisions of G.S. 143-64.31
 - 2. Hazen and Sawyer Environmental Engineers & Scientists agreement for Twelve Mile Creek WWT Plant Reliability Improvements Construction Management Services (Task Order # 21) in the lump sum amount of \$230,255 (NTE)
 - 3. Hazen and Sawyer Environmental Engineers & Scientists agreement for Twelve Mile Creek WWT Plant Odor Control Improvements Construction Management Services (Task Order # 22) in the lump sum amount of \$267,030 (NTE)

ACTION REQUESTED: Adopt Resolution and Authorize Manager to approve Task Orders #21 and #22 with Hazen and Sawyer
 - b. Update on Yadkin Pee Dee Planning Group

ACTION REQUESTED: Hear presentation and accept purpose statement of the Yadkin Pee Dee Planning Group
 - c. Comment Letter on Yadkin Pee Dee Basin Plan - 2008

ACTION REQUESTED: Authorize staff to provide comments as presented on behalf of Union County Board of Commissioners
 - d. Comment Letter on 401 Water Quality Certification Yadkin Hydroelectric Project

ACTION REQUESTED: Authorize staff to provide comments as presented on behalf of Union County Board of Commissioners
18. **Consultation on Amendment to Water Conservation Ordinance to Provide for Two-Day Per Week Irrigation Schedule**
ACTION REQUESTED: Consultation - No Action Required
19. **Proposal on Strategic Planning Process**
ACTION REQUESTED: Authorize staff to contract with Wallace, Roberts and Todd as well as Results Management Group to facilitate a strategic planning session of the Board of Commissioners as well as to conduct pre-session interviews as necessary (Note: Staff would propose that the session be scheduled for sometime in January, if possible)
20. **TEI Ventures "Wildfire Connections"**
- a. Resolution to Lease Space on Exterior of Government Center for the Placement of Wireless Radio Transceivers
 - b. Attachment Agreement with TEI Ventures "Wildfire Connections"
- ACTION REQUESTED:** Adopt Resolution and authorize County Manger to approve Attachment Agreement
21. **Proposed Amendments to Land Use Ordinance to Reconstitute the Planning Board and Board of Adjustment**
CHAIRMAN'S RECOMMENDED ACTION: Initiate amendments to the Land Use Ordinance, direct attorney to prepare amendments, and forward to the Planning Board
STAFF'S RECOMMENDED ACTION: Deny approval of proposed amendments

22. **Voting Delegate for North Carolina Association of County Commissioners'**
ACTION REQUESTED: Appoint a County Commissioner as a Voting Delegate to the NCACC Legislative Goals Conference (January 15-16 in Raleigh, NC) and a Commissioner or the Assistant County Manager as Alternate in the event that the Delegate cannot attend due to unforeseen circumstances
23. **Discussion of Government Representation**
CHAIRMAN'S RECOMMENDED ACTION: Seek direction from the Board on the desirability of implementing a county-wide task force to examine the issues of Board expansion at the January 5, 2009, meeting
STAFF'S RECOMMENDED ACTION: Same
24. **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. Union County Home and Community Care Block Grant Advisory Committee
ACTION REQUESTED: Announce vacancies
25. **Manager's Comments**
26. **Commissioners' Comments**

**CONSENT AGENDA
December 15, 2008**

1. **Minutes**

ACTION REQUESTED: Approve minutes

2. **Revisions to Union County Personnel Resolution**

a. Article 1, Section 2 - Coverage

ACTION REQUESTED: Accept Technical Amendment to the Union County Personnel Resolution - Article I, Section 2

b. Article VI, Time Away from Work

ACTION REQUESTED: Adopt Revision to Article VI, Time Away from Work

3. **Tax Administrator**

a. Sixth Motor Vehicle Billing in the Grand Total of \$1,382,501.80

b. Fifth Motor Vehicle Refund Register for the Period of November 1, 2008 - November 30, 2008, in the Amount of \$14,829.07-

c. Fifth Motor Vehicle Refund Register for the Period of November 1, 2008 - November 30, 2008, in the Amount of \$1,571.31-

d. Refunds for November 2008 in the Grand Total of \$5,054.86

e. Releases for November 2008 in the Grand Total of \$59,452.36

f. Late Elderly/Disabled, Use Value and Religious Exemption Applications

ACTION REQUESTED: Approve Items a-f

4. **Cooperative Extension**

ACTION REQUESTED: Authorize the Manager to take certain actions regarding the selection and hire of a new Cooperative Extension Director

5. **Adjustments to Pay Grade Assignments**

1) Purchasing Agent from Pay Grade 69 to Pay Grade 73

2) Assistant Director of General Services from Pay Grade 73 to Pay Grade 75

3) Dispatcher from Pay Grade 61 to Pay Grade 59; and

4) Bilingual Program Assistant from Pay Grade 60 to Pay Grade 56

ACTION REQUESTED: Approve revision of 2008-2009 Union County Pay and Classification Plan by adjusting the pay grade assignment for job classifications for Item 1-4, above

6. **Contracts Over \$90,000**

a. Baker & Taylor, Inc. agreement renewal for book leasing program that compliments existing purchase program by providing high demand titles availability to library patrons for an annual amount of \$98,940 (NTE)

b. Manatron, Inc. agreement amendment for upgrading the property tax (collection) software for the NC GS 105-277.1B "Circuit Breaker" property tax deferral benefit legislation for the lump sum amount of \$120,000 (NTE) and extend the maintenance / support for the an additional two years for \$51,841 (NTE, 1st additional year) and \$54,433 (NTE, 2nd additional year)

c. Manatron, Inc. agreement amendment for upgrading the property tax (Pro Val CAMA upgrade) software to a more current release which will improve software

interfaces and operation and allow County's software version to be more efficiently supported for the lump sum amount of \$40,000 (NTE), as well as extend the maintenance / support for the an additional two years for \$35,000 (estimated NTE, 1st additional year) and \$36,750 (estimated NTE, 2nd additional year)

ACTION REQUESTED: Authorize Manager to Approve a-c (subject to final legal approval)

7. **Finance**

- a. Budget Transfers Report for November 2008
- b. Report of Contracts Exceeding \$50,000 which Require Report to Board of Commissioners Pursuant to Manager Delegation Authority for November 2008
- c. Purchase Orders Greater than \$50,000 for November 2008
- d. Motor Vehicle Tax Refund Overpayments for November 2008 in the Amount of \$2,257.02

ACTION REQUESTED: Approve a-d

8. **Porter Ridge Athletic Association Grants for 2008 and 2009**

ACTION REQUESTED: Approval of the 2008 and 2009 grant updates with contingencies as recommended by staff and endorsed by the Parks and Recreation Advisory Committee and authorization for County Manager to approve agreements upon completion by the Legal Department

9. **Union County Public Schools - Property Swap (Re: Elementary School L, Poplin Road)**

ACTION REQUESTED: 1) Convey 2.43 acres (Identified on survey as Parcel 2A) to UCPS pursuant to G.S. 160A-274; (2) decline right of first refusal on this same property in order that it may be exchanged by UCPS for another parcel to facilitate an entrance drive for Elementary School L, Poplin Road; and (3) authorize County Manager to execute all necessary documents

10. **Sheriff's Office**

- a. DORON Precision Systems, Inc. Driving Simulator Equipment (Funding from Forfeiture Funds was included in General Special Revenue Ordinance Amendment #9 Approved by Board on November 17, 2008)

ACTION REQUESTED: Authorize purchase of the DORON Precision Systems, Inc. driving simulator equipment using the GSA contract pricing

NO ACTION REQUIRED

1. Department of Inspection's Monthly Report for November 2008



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, December 15, 2008, at 6:00 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 discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations in accordance with G.S. § 143-318.11(a)(4); and 2) to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

Lanny Openshaw

Lanny Openshaw, Chairman
Union County Board of Commissioners



OFFICE OF THE COMMISSIONERS AND MANAGER

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

Staff Contact:

Brett Vines 704-283-3546/704-361-4133

brettvines@co.union.nc.us

News Release

Jerry Simpson to Retire

AGENDA ITEM

1C(1)

MEETING DATE 12/15/08

November 21, 2008, Monroe, NC – Union County Cooperative Extension Director Jerry Simpson will retire on December 31. Simpson has been director in Union County for the past 10 years.

Simpson started his career with Cooperative Extension in Raleigh in June 1977 as an extension swine specialist managing the genetic evaluation program for North Carolina pork producers. After four years he returned to a cross-county livestock agent position with Cabarrus and Stanly counties where he conducted educational programs for swine and beef producers. He came to Union County in December 1981 as a livestock agent working with pork and corn producers and became Cooperative Extension director in 1998.

“As a Union County native, I am grateful to have been able to spend so much of my career in my home county,” Simpson said. “Agriculture continues to play a major role in the economy of Union County, and I have and will remain an advocate for the lives and land of those who serve in the most noble of professions.”

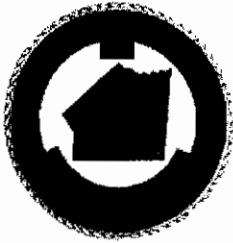
Simpson says the greatest satisfaction for an Extension educator is to witness the success of others that comes as a result of information they supplied. “I will miss that and the relationships that develop,” he said.

One of Simpson’s proudest accomplishments is his formation of Union County’s 4-H and Youth Development Foundation and the opportunity it will provide to Union County young people. “I am grateful to the past Extension agents and volunteer leaders who lifted me up and provided me with opportunities to achieve success,” he said. “The foundation is my way of saying thank you to them for what success I have realized.”

“I applaud Jerry for his years of dedicated service to the citizens of Union County,” said Union County Board of Commissioners Chairman Allan Baucom. “He has been an outstanding advocate of the agricultural community in our county.”

Simpson says retirement is a poor choice of words for someone who is only 55. “I prefer to think of it more like Tim McGraw and his song ‘In my next 30 years.’”

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

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator
AGENDA ITEM

NEWS RELEASE

10(2)
MEETING DATE 12/15/08

Tax Office Wins Award

November, 2008, Monroe, NC – The Union County Tax Administrator’s Office has won the 2008 North Carolina Association of Assessing Officers Most Distinguished Jurisdiction Award for its innovative approach to defending 2008 revaluation property values during the Board of Equalization and Review. The award was presented to Tax Administrator John Petoskey at the North Carolina Association of Assessing Officers Conference last week in Greensboro, North Carolina.

The Tax Administrator’s Office conducted a revaluation of real property in Union County for 2008. On March 20, nearly 90,000 change of assessment notices were mailed to property owners. Of those more than 5,100 valuations were appealed to the Tax Administrator’s Office and 1,395 of those appeals were heard by the Board of Equalization and Review.

Defense of property values at the Board of Equalization and Review revolved around two primary approaches. The first was a comparable sales book, organized by appraisal area, of over 12,000 vacant and improved sales gathered during the revaluation. The book, developed by Real Estate Appraisal Division Manager Phil Every, was a major departure from the past practice of conducting individual comparable sales appraisals for the defense of every property valuation appeal.

A statistical summary was provided at the end of each appraisal area showing the number of sales, mean, median, the high value and the low value. Comparisons could then be easily made between the appellant’s property and the statistical norms for properties in the same neighborhood, having the same grade and other homogeneous characteristics by anyone using the book.

Copies of the comparable sales book were provided to each member of the Board of Equalization and Review to use during the meetings, to the appellant, so that they could see the Tax Office data while presenting their evidence, and to the public at the Tax Assessor’s customer service counter. The fact that this one sales book was created in advance, could be used to defend every property valuation, and was easy to use, greatly expedited the entire appeal process.

The second approach to defending property valuation during the Board of Equalization and Review was developed and implemented by GIS Specialist Amy Nicholson. Using the Tax Assessor's geographic information system, Amy was able to access an online, real-time, interactive data system which allowed information to be projected on a screen for the board, staff and appellants to review during appeal hearings. The data displayed included a property map of the parcel, flood lines, sewer lines, utility easements, aerial photography, ownership information, and much more.

Other databases accessed through the data system included the Register of Deeds website, Tax Public Inquiry, Appraisal Property Record Cards, and PowerPoint slides detailing the appraisal methodology used to value the property. This real-time, interactive data system allowed all parties involved to immediately view relevant data and validate or disprove claims.

"This program took several weeks preparation up front, but paid off down the road," said Tax Administrator John Petoskey. "In the end, it saved considerable time in preparing appeals each day before the Board of Equalization and Review. It was well received by both the board and the public. It gave creditability to the entire assessment process by allowing users to see for themselves where the numbers came from and that back up did exist. It enhanced the perception and reality of 'openness' and served to educate the public on the current market."

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TOWN OF WINGATE

P. O. BOX 367
WINGATE, N. C. 28174

TELEPHONE: 704-233-4411
FAX: 704-233-4412

AGENDA ITEM

2
12-18-08

MEETING DATE: G. BRASWELL, JR. MAYOR

TOWN COMMISSIONERS
BARRY GREEN
JOHNNY JACUMIN
JOHN MANGUM
BRENT MOSER
BLAIR STEGALL

November 5, 2008

Lynn West
Union County Clerk
500 N. Main St.
Room 925
Monroe, NC 28112

Dear Ms. West:

I recently contact Al Greene regarding this matter, and he directed me to you. Earlier this year, the Town of Wingate enacted extraterritorial jurisdiction (ETJ) for the purpose of regulating land uses up to one mile outside of the Town's municipal limits. Part of the process of enacting ETJ is that the Union County Commissioners have to appoint representatives from the ETJ to serve on the Wingate Planning Board and Board of Adjustments.

Enclosed, please find a copy of a resolution passed by the Wingate Board of Commissioners requesting the Union County Commissioners make those appointments. I am also enclosing a list of names for their consideration. During the public hearing process of enacting ETJ, the town collected the names of people from the ETJ area interested in serving on one of the two boards. The enclosed names are not necessarily preferred, or endorsed, by the Wingate Board of Commissioners. They are provided so as to assist the Union County Commissioners find people willing to volunteer their service.

Thank you for your assistance in bringing this before the Union County Commissioners. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Bryw Blanchard
Town Administrator

Enclosures

Cc: Al Greene, County Manager

RESOLUTION
REQUEST UNION COUNTY BOARD OF COMMISSIONERS APPOINT ETJ
MEMBERS

WHEREAS, the Wingate Town Board wishes to comply with NCGS 160A-362 which states that as a result of extraterritorial jurisdiction, a means of proportional representation based on population for residents of the extraterritorial area be provided, and;

WHEREAS, the Union County Board of Commissioners is the appointing authority for the extraterritorial jurisdiction area of Wingate; and

WHEREAS, three such representatives shall be appointed to the Wingate Planning Board (two regular members and one alternate) and three such representatives shall be appointed to the Wingate Board of Adjustments (two regular members and one alternate);

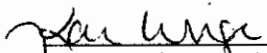
THEREFORE BE IT RESOLVED that the Wingate Town Board hereby requests the Union County Board of County Commissioners appoint three representatives from the extraterritorial jurisdiction area to the Wingate Planning Board and three representatives from the extraterritorial jurisdiction area to the Wingate Board of Adjustments, in accordance with NC GS 160A-362.

Adopted this fifteenth day of July, 2008.



Bill G. Braswell, Mayor

Attest:



Karen Wingo, Clerk



...the Board of Commissioners shall select applicants from citizens residing within the Town of Wingate's extrajurisdictional jurisdiction (ETJ) area who are interested in serving on the Town of Wingate's Planning Board and/or Board of Adjustment. Wingate's ETJ area does not extend beyond one mile of its corporate limits. A detailed description of the ETJ area is available in the County's GIS database located on the Internet site of the Union County Government Center, 500 North Main Street, Monroe, NC. Anyone who wishes to apply to serve on these boards may obtain a public sheet by calling Lyell Ware at 704-289-8533 or from the County's website at www.union-nc.org. Completed profiles must be filed by Friday, December 12, 2008, to the Office of the Clerk to the Board of Commissioners, 500 North Main Street, Room 922, Monroe, NC 28112, by fax at (704) 283-0123 or by email to residents@union-nc.org.

NOTICE IS HEREBY FURTHER GIVEN that the Union County Board of Commissioners will hold a public hearing on Monday, December 15, 2008, at 7:00 p.m. in the Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina, to receive public comments regarding the selection of applicants who reside within the Town of Wingate's ETJ area to serve on the Town of Wingate's Planning Board and/or Board of Adjustment. The Board of County Commissioners shall select applicants only from those who apply at or before the public hearing.

Any person requesting a sign language interpreter, please call 704-289-8533 to request at least 96 hours in advance. Any other special needs should call 704-289-8533 and make a request at least 96 hours in advance.

December 9, 2008

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,

Pat Deese

personally appeared

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:

Dec. 2, 9 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 Pat Deese day of Dec 2008

Sworn to and subscribed before me, this 11 day of Dec 2008

Patrick P. Clardy Notary Public
My Commission expires: May 11, 2013

Inches: 15" MONROE, N.C. Dec 11 2008

M U.C. Bd of Commissioners Ad# ACCOUNT #: 02100828

COST: \$ 2.91⁰⁰

-IN ACCOUNT WITH-

The Enquirer-Journal

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

Important Legal Document, Please Retain

NORTH CAROLINA

UNION COUNTY

I, John Edmondson, Editor and publisher of *The Home News*, a newspaper published in Union County, do hereby certify the attached notice to have been published in said newspaper, once a week for

1 successive weeks, beginning with the issue of December 4, 2008, and ending with the issue of December 4, 2008

John Edmondson

Sworn to and subscribed before me, this the 11th day of December, 2008.



Brenda R. Thomas

My commission expires 2/18/2010

Marshville, N.C. December 11, 2008

M

In account with The Home News

PUBLIC NOTICE - REFERENCE WINGATE ETJ

NOTICE IS HEREBY GIVEN that in accordance with North Carolina General Statutes §160A-362, the Union County Board of Commissioners is seeking applications from citizens residing within the Town of Wingate's Extrajurisdictional Jurisdiction (EJ) Area who are interested in serving on the Town of Wingate's Planning Board and/or Board of Adjustment. Wingate's EJ area does not extend beyond one mile of its corporate limits. A more detailed description of the EJ area is available in the County GIS office located on the 8th Floor of the Union County Government Center, 500 North Main Street, Monroe, NC. Anyone who wishes to apply to serve on these boards may obtain a profile sheet by calling Lynn West at (704) 283-3853 or from the County's website at www.co.union.nc.us. Please submit completed profile sheets by Friday, December 12, 2008, to the Office of the Clerk to the Board of Commissioners, 300 North Main Street, Room 22, Monroe, NC 28112, by fax at (704) 283-0121, or by email to west@co.union.nc.us.

NOTICE IS HEREBY FURTHER GIVEN that the Union County Board of Commissioners will hold a public hearing on Monday, December 15, 2008, at 7:00 p.m. in the Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina, to receive public comments regarding the selection of applicants who reside within the Town of Wingate's EJ area to serve on the Town of Wingate's Planning Board and/or Board of Adjustment. The Board of County Commissioners shall select appointees only from those who apply at or before the public hearing.

Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 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.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 3413
(Central Admin. use only)

SUBJECT: Debt Restructuring - Refunding Bonds

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Bond Order

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: 1.) Hold Public Hearing and 2.) Adopt the Bond Order Authorizing the Issuance of Not to Exceed \$80,000,000 General Obligation Refunding Bonds of the County of Union, North Carolina

BACKGROUND: At the Commission's November 17 meeting, the Board authorized the County Manager to proceed with the restructuring of the County's 2004, 2005 and 2007 Variable Rate General Obligation Bonds. The Plan contains two components. The first component is the replacement of various liquidity providers and remarketing agents (Series 2004 and Series 2007C) with BB&T. The second component is the refunding of the 2005 Bonds with a fixed rate refunding.

At the Commission's special meeting of November 26, the Board took action to complete the first component of the plan. The County is currently scheduled to transfer the remarketing and liquidity to BB&T on December 17 and 18.

Also at the November 26 meeting, the Board took action to begin a series of steps in connection with the refunding of the 2005 variable rate bonds. At that meeting, the Board called for a public hearing (a requirement of the statutes) and introduced the Bond Order.

For the December 15 meeting, the Board is requested to hold the public hearing. Following any public comments and as part of the action agenda, the Board will be requested to adopt the Refunding Bond Order. The Refunding Bond Order is the "broad" authority to refund the bonds. The details of the Refunding Bonds such as the terms of the sale, approval of the offering document, maturity schedule, call/redemption provisions, etc. will appear in a Bond Resolution that the Board will be requested to consider in a January meeting. LGC approval will likely be

scheduled for their first meeting in February with the sale occurring shortly thereafter.

FINANCIAL IMPACT: Since the commencement of the market turmoil in mid-September, the County has been incurring about \$9K-\$12 in unbudgeted higher interest costs each day. The restructuring of the debt will substantially reduce the County's currently unbudgeted high interest costs. The debt restructuring plan will be implemented in a manner to minimize the impact on 2009, 2010 and 2011 budgets (through the deferral of some limited principal) with marginal additional interest costs beginning in 2012 (about \$700K or 3.5%).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

WHEREAS the Board of Commissioners of the County of Monroe, North Carolina, has passed an ordinance...

the Board of Commissioners of the County of Monroe, North Carolina, has passed an ordinance...

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 Decse

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:

Dec 4, 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 11 day of Dec 2008

Sworn to and subscribed before me, this 11 day of Dec 2008

Notary Public

My Commission expires: May 11, 2013

Bonds

Inches: 1 1/4 MONROE, N.C.

Dec 11 2008

Ad# ACCOUNT #: 02100167

CDST: \$ 143.10

-IN ACCOUNT WITH-

The Enquirer-Journal

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

Important Legal Document, Please Retain

NOTICE OF PUBLIC HEARING
BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA

WHEREAS, the County of Union, North Carolina (the "*County*") has issued (1) \$50,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005A, of which \$44,000,000 is currently outstanding; (2) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005B, of which \$17,600,000 is currently outstanding; and (3) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005C, of which \$17,600,000 is currently outstanding (collectively, the "*2005 Bonds*");

WHEREAS, the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") deems it advisable to refund the 2005 Bonds;

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Union, North Carolina, as follows:

Section 1. The Board of Commissioners deems it advisable to refund all of the outstanding aggregate principal amount of the 2005 Bonds.

Section 2. To raise the money required to pay the costs of refunding the 2005 Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$80,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 5. This bond order is effective on its adoption.

The foregoing order has been introduced and a sworn statement of debt has been filed under the Local Government Bond Act showing the appraised value of the County of Union, North Carolina to be \$22,520,489,606 and the net debt thereof, including the proposed bonds to be \$598,513,658. A tax will be levied to pay the principal of and interest on the bonds if they are issued. Anyone who wishes to be heard on the questions of the validity of the bond order and the advisability of issuing the bonds may appear at a public hearing or an adjournment thereof to be held in the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on the 15th day of December, 2008.

/s/ Lynn West
Clerk to the Board of Commissioners
County of Union, North Carolina

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**

WHEREAS, the County of Union, North Carolina (the "*County*") has issued (1) \$50,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005A, of which \$44,000,000 is currently outstanding; (2) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005B, of which \$17,600,000 is currently outstanding; and (3) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005C, of which \$17,600,000 is currently outstanding (collectively, the "*2005 Bonds*");

WHEREAS, the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") deems it advisable to refund the 2005 Bonds;

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Union, North Carolina, as follows:

Section 1. The Board of Commissioners deems it advisable to refund all of the outstanding aggregate principal amount of the 2005 Bonds.

Section 2. To raise the money required to pay the costs of refunding the 2005 Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$80,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 5. This bond order is effective on its adoption.

The foregoing order was adopted on the 15th day of December, 2008 and is hereby published this ___ day of December, 2008. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice.

/s/ Lynn West
Clerk to the Board of Commissioners
County of Union, North Carolina

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on December 15, 2008.

* * *

The following members were present:

The following members were absent:

Also present:

The Clerk to the Board reported to the Board of Commissioners that the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**" was introduced at the special meeting of the Board of Commissioners on November 26, 2008, and was published on November ___, 2008, with notice that the Board of Commissioners would hold a public hearing thereon on December 15, 2008 at 7:00 p.m..

At ___ p.m., the Chairman of the Board of Commissioners announced that the Board of Commissioners would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation Refunding Bonds. At the direction of the Chairman, the Clerk to the Board distributed the bond order and the published notice of hearing to all requesting them.

After the Board of Commissioners had heard all persons who requested to be heard in connection with the foregoing questions, Commissioner _____ moved that the public hearing be closed. The motion was seconded by Commissioner _____ and was unanimously adopted.

Commissioner _____ moved that the Board of Commissioners adopt without change or amendment, and direct the Clerk to the Board to publish a notice of adoption as prescribed by The Local Government Bond Act, the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**", which was introduced at the meeting of the Board of Commissioners held on November 26, 2008.

The motion was seconded by Commissioner _____ and was unanimously adopted.

Lynn West
Clerk to the Board

POLICY

AGENDA ITEM

8/2

MEETING DATE 12/15/08

**Piedmont Behavioral
Healthcare**

**Policy Title: PIEDMONT AREA MENTAL HEALTH,
DEVELOPMENTAL DISABILITIES, AND
SUBSTANCE ABUSE AUTHORITY BY-LAWS**

Effective Date: June 10, 2003

**Approved by: Roy Hinson (signature on file) Board Chairman
Roy Hinson**

PIEDMONT AREA MENTAL HEALTH, DEVELOPMENTAL
DISABILITIES AND SUBSTANCE ABUSE AUTHORITY
BY-LAWS.

**PIEDMONT AREA MENTAL HEALTH,
DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE
AUTHORITY BY-LAWS**

Definitions:

- "Area Authority" means the Area Mental Health, Developmental Disabilities, and Substance Abuse Authority.
- "Area Board" means the Area Mental Health, Developmental Disabilities, and Substance Abuse Board.
- "Commission" means the Commission for Mental Health, Developmental Disabilities, and Substance Abuse Services, established under part 4 of Article 3 of Chapter 143B of the General Statutes.
- "Secretary" means the Secretary of the Department of Health and Human Services.

ARTICLE I

NAME AND STATUS

SECTION 1. NAME OF THE GOVERNING UNIT

As provided by the establishing resolution adopted by the County Commissioners of Stanly, Rowan, Union and Cabarrus Counties dated April 1, 1974, as amended on March 31, 1981, and amended August 1, 1997, the name of this Board is the "Piedmont Area Mental Health, Developmental Disabilities and Substance Abuse Authority" doing business as Piedmont Behavioral Healthcare.

SECTION 2. STATUS

Piedmont Behavioral Healthcare is, by virtue of designation contained in N.C. General Statute Chapter 122C, a local political subdivision of the state.

SECTION 3. POWERS AND DUTIES - From North Carolina General Statutes

Piedmont Behavioral Healthcare, by virtue of powers contained in Chapter 122C-117(a) of the North Carolina General Statutes, has the authority to:

- (1) Engage in comprehensive planning, budgeting, implementing, and monitoring of community-based mental health, developmental disabilities, and substance abuse services.
- (2) Ensure the provision of services to clients in the catchment area, including clients committed to the custody of the Department of Juvenile Justice and Delinquency Prevention.
- (3) Determine the needs of the area authority's clients and coordinate with the Secretary and with the Department of Juvenile Justice and

Delinquency Prevention the provision of services to clients through area and State facilities.

- (4) Develop plans and budgets for the area authority subject to the approval of the Secretary. The area authority shall submit the approved budget to the participating boards of county commissioners and their county manager and provide quarterly reports on the financial status of the program in accordance with subsection (b) of this section.
- (5) Assure that the services provided by the participating counties through the area authority meet the rules of the Commission and Secretary.
- (6) Comply with federal requirements as a condition of receipt of federal grants.
- (7) Appoint an area director in accordance with G.S. 122C-121(d). The appointment is subject to the approval of the participating boards of county commissioners except that one or more boards of county commissioners may waive its authority to approve the appointment. The appointment shall be based on a selection by a search committee of the area authority board. The search committee shall include consumer board members, a county manager, and one or more county commissioners. The Secretary shall have the option to appoint one member to the search committee.
- (8) Develop and submit to each of the participating boards of county commissioners for approval the business plan required under G.S. 122C-115.2. The participating boards of county commissioners shall jointly submit one approved business plan to the Secretary for approval and certification.
- (9) Perform public relations and community advocacy functions.
- (10) Recommend to the participating boards of county commissioners the creation of local program services.
- (11) Submit to the Secretary and the participating boards of county commissioners service delivery reports, on a quarterly basis, that assess the quality and availability of public services within Piedmont's catchment area. The service delivery reports shall include the types of services delivered, number of recipients served, and services requested but not delivered due to staffing, financial, or other constraints. In addition, at least annually, a progress report shall be submitted to the Secretary and the participating boards of county commissioners. The progress report shall include an assessment of the progress in implementing local service plans, goals, and outcomes. All reports shall

be in a format and shall contain any additional information required by the Secretary or the participating boards of county commissioners.

- (12) Comply with this Article and rules adopted by the Secretary for the development and submission of and compliance with the area authority business plan.
- (13) Coordinate with Treatment Accountability for Safer Communities for the provision of services to criminal justice clients.

Subsection (a): The governing unit of the area authority is the area board. All powers, duties, functions, rights, privileges, or immunities conferred on the area authority may be exercised by the area board.

Subsection (b): Within 30 days of the end of each quarter of the fiscal year, the area director and finance officer of the area authority shall provide to each member of the participating boards of county commissioners the quarterly report of the area authority. This information shall be presented in a format prescribed by the participating counties. At least twice a year, this information shall be presented in person and shall be read into the minutes of the meeting at which it is presented. In addition, the area director or finance officer of the area authority shall provide to the participating boards of county commissioners ad hoc reports as requested by the board of county commissioners.

Subsection (c): The area authority shall provide to each board of county commissioners of participating counties a copy of the area authority's annual audit. The audit findings shall be presented in a format prescribed by the counties and shall be read into the minutes of the meeting at which the audit findings are presented.

SECTION 4. GOVERNANCE DUTIES

The Board shall set policy for the organization in the following areas:

- A. Service and Outcomes: The Board shall specify what it wants to achieve for the mentally ill, developmentally disabled and substance abuse services for the funds involved.
- B. Governance Process: The Board will specify in policy statements how the Board will carry out and monitor their own tasks as Board members.
- C. Executive Limitations: The Board will specify in written policies the constraints on the chief executive officer.
- D. Relationship with Chief Executive: The Board will specify in written policies powers delegated to the chief executive officer and how the Board members will monitor executive performance.

In addition to its role of setting policy, the Board shall hire, monitor the performance, and, if necessary, terminate a chief executive officer. The Board shall also hire an attorney, for legal representation and advice, and a CPA firm to conduct an annual audit.

ARTICLE II

BOARD MEMBERSHIP

SECTION 1. APPOINTMENT

Each Board of County Commissioners within the area shall appoint one commissioner and other members of the Area Board shall be appointed in accordance with GS 122C-118.1.

The area board shall include:

- (1) At least one county commissioner from each county in the area.
- (2) At least fifty percent (50%) of the members of the Area Board shall represent the following:
 - (a) At least one physician licensed under Chapter 90 of the General Statutes to practice medicine in North Carolina who, when possible, is certified as having completed a residency in psychiatry.
 - (b) A clinical professional from the fields of mental health, developmental disabilities, or substance abuse.
 - (c) A family member or an individual from citizens' organizations composed primarily of consumers or their family members, representing the interests of individuals:
 - a. With mental illness; and
 - b. In recovery from addiction; and
 - c. With developmental disabilities
 - (d) Openly declared consumers:
 - a. With mental illness; and
 - b. In recovery from addiction; and
 - c. With developmental disabilities
- (3) Individuals appointed to the Board shall include an individual with financial expertise or a county finance officer, an individual with expertise in management or business, and an individual representing the interests of children.

A board member may be removed with or without cause, by the County Commissioners authorized to make the initial appointment. The group of County Commissioners authorized to make appointments to the Area Board shall appoint new members to the Area Board to fill vacancies occurring on the Board, prior to the expiration of the appointed term of office. Such appointments shall be for the remainder of the un-expired term of office.

SECTION 2. SIZE OF THE AREA BOARD

The Area Board shall have equal representation consisting of four members from each participating county. The Area Board will meet the requirements of the North Carolina General Statutes.

Any member of an Area Board, who is a County Commissioner, shall be considered to be serving on the Board in an ex-officio capacity.

SECTION 3. LENGTH OF APPOINTMENT

The terms of office of County Commissioners shall be concurrent with their respective terms as County Commissioners. The terms of the other members on the Area Board shall be for four years, beginning on July 1 and ending June 30.

SECTION 4. CONDITIONS FOR AREA BOARD MEMBERSHIP

All Area Board members shall be residents of either Cabarrus, Rowan, Stanly or Union Counties. If any Board member moves his legal residence out of said counties, his or her membership shall be automatically terminated.

No employee, consultant or person otherwise employed or reimbursed by the Area Authority shall be eligible for Area Board membership.

ARTICLE III

AREA BOARD MEETINGS

SECTION 1. AREA BOARD MEETINGS

Regular meetings shall be held at a location and time designated by the Chairman. Notice of the date, time and place shall be sent to each Board member in the form of a monthly Board agenda. Information concerning Board meetings shall also be made available to local news media.

SECTION 2. FREQUENCY OF BOARD MEETINGS

The Area Authority shall meet at least six times a year at a date, time, and place decided upon by the Board. Meetings may be called by the Area Board Chairman or by three or more members of the Board after notifying the Area Board Chairman in writing.

SECTION 3. SPECIAL MEETINGS

Special meetings may be called by the Chairman, or by three or more members of the Board after notifying the Board Chairman in writing.

SECTION 4. QUORUM OF AREA BOARD MEETINGS

A majority of the members of the Area Board must be present in order to constitute a quorum and to transact official business of the Board.

SECTION 5. CONDUCT OF AREA MEETINGS

Board meetings shall be conducted under parliamentary procedures as described in Robert's Rules of Order.

SECTION 6. ORDER OF BUSINESS

The order of Area Board business shall be as follows, unless the Board wishes to change such order at a particular meeting.

Call to Order

Matters of the Public (any citizen may address the Board)

Meeting of the Board as Finance Committee

Matters of the Board – Consent Agenda (unless otherwise requested by any Board member, includes Board minutes and other routine business of the Board)

Matters of the Board (business requiring Board action)

Monitoring Reports

Information Items

Policy Action Items (formal Board action on a proposed policy)

Policy Consideration Items (Board review of a proposed policy - no formal action to be taken).

Legal Issues

Adjournment

SECTION 7. MINUTES

A complete and accurate record of actions taken at Area Board meetings shall be maintained in the form of written minutes. These minutes shall be kept on file and made available for inspection upon request to interested members of the community or to the North Carolina Division of Mental Health Services. Copies of the minutes shall be routinely sent to the Board of Commissioners and the Area Board members.

SECTION 8. AMENDMENTS OF BYLAWS

These Bylaws may be amended after any amendment is considered at one board meeting and is then read and approved at a subsequent Board meeting by an affirmative vote of a majority of those members present, providing there is a quorum, and provided a copy of proposed amendments shall have been sent to each Area Board member at least 7 days prior to the meeting at which the vote upon the amendment is taken.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS

The officers of the Board shall consist of a Chairman and Vice-Chairman, each of whom shall have such powers and duties as generally pertain to such respective offices, as well as such powers and duties as from time to time may be conferred upon them by the Board, and which shall specifically include, but not be limited to, the powers, duties and responsibilities set forth hereafter in Section 2 and 3 of this Article IV.

Members of the Board elect the Board's Chairman and Vice Chairman.

SECTION 2. DUTIES OF THE CHAIRMAN

The duties of the Chairman shall be to preside at all meetings of the Board, appoint or be an ex-officio member of all committees that he/she or the Board may from time to time appoint, sign all legal documents on behalf of the Board, after the documents have been approved by resolution of the Board, provide interpretation of Board policy to the Area Director between Board meetings, maintain appropriate relationships with elected governing bodies.

SECTION 3. DUTIES OF THE VICE CHAIRMAN

The Vice Chairman shall, in the absence of the Chairman, perform the duties of the Chairman.

ARTICLE V

OFFICERS NOMINATION, ELECTION AND TERM OF OFFICE

SECTION 1. ELECTION OF OFFICERS

Election of officers shall take place at the regular June meeting of the Area Board. A slate of nominees for each office shall be placed before the Area Board at its regular June meeting by a Nominating Committee. Additional nominations shall be made from the floor provided the consent of the nominee to serve if elected has been secured. Election shall be a simple majority of the membership quorum. The election shall be secret ballot if there is more than one nominee for the same office. A majority of those present shall constitute an election.

SECTION 2. TERM OF OFFICE

Newly elected officers shall take office on July 1 to serve for a term of one year. No officer may serve in the same office for more than two consecutive terms. Any officers may

be removed from office, either with or without cause, at any time by the affirmative vote of a majority of all members of the board.

SECTION 3. VACANCIES

An officer vacancy shall be filled through nomination and election of a replacement at a regularly scheduled meeting of the Area Board.

SECTION 4. ABSENCE OF OFFICERS FROM BOARD MEETINGS

In the absence of all officers from a meeting, the Board shall elect one of its members to act as Chairman for the meeting.

ARTICLE VI

AREA DIRECTOR

SECTION 1. APPOINTMENT

The Area Board shall appoint an Area Director in accordance with G.S. 122C-117(a)(7) and 122C-121(d), subject to the approval of the participating boards of county commissioners (except where the authority to approve the appointment has been waived by one or more participating boards of county commissioners) through a search committee of the area board which includes consumer board members, a county manager and one or more county commissioners. The Secretary of the Department of Health and Human Services shall have the option of appointing a member of the search committee.

SECTION 2. ROLE OF THE AREA DIRECTOR

The Area Director shall be the employee of the Board. The Area Director is the administrative head of the Area Authority and shall

- (1) Appoint and supervise area program staff.
- (2) Administer area authority services.
- (3) Develop the budget of the area authority for review by the area board.
- (4) Provide information and advice to the participating boards of county commissioners through the county manager.
- (5) Act as liaison between the area authority and the Department. (N.C.G.S. 122C-121)

The area director shall administer the programs of the area authority and enforce applicable State laws, rules of the Commission, and rules of the Secretary. The area director in cooperation with the Secretary, other area directors, county program directors and State facility directors shall provide for the coordination of public services with other area authorities, county programs, and State facilities. (N.C.G.S.122C-111)

SECTION 3. EVALUATION

- a) The Area Director shall be evaluated on an annual basis by a committee composed of the Executive Committee and such other Board members as the Board Chairman may appoint with the evaluation presented to the full Board in an Executive Session. Such evaluations shall be on specific areas understood by both the Board and the Area Director. In conducting the evaluation, the Board shall consider comments from the participating boards of county commissioners. [N.C.G.S. 122C-121 (b)]
- b) The Area Director shall be bound, within legal and reasonably interpreted ethical standards, to follow policy and budget directions of the Board acting as a body.

ARTICLE VII

SECTION 1. EXECUTIVE COMMITTEE

The Executive Committee shall be composed of the two officers of the Board.

SECTION 2. NOMINATING COMMITTEE

The Chairman, with the advice and consent of the Board, shall appoint in May of each year a Nominating Committee consisting of three members from the Board. The members of this committee shall present to the board at the June meeting a slate of officers for the next year.

SECTION 3. FINANCE COMMITTEE

In accordance with N.C.G.S. 122C-119, the area board hereby establishes a finance committee that shall meet at least six times per year to review the financial strength of the area program. The finance committee shall be a committee of the whole area board. The area board's meetings as finance committee shall take place immediately prior to each meeting of the area board and shall be distinct from its meetings as area board.

SECTION 4. ADHOC COMMITTEE

The Chairman, the Executive Committee or the Board may establish any ADHOC Committee needed.

ARTICLE VIII

SECTION 1. DEPOSITORIES

All revenues belonging to the Authority will be deposited to the credit of the Authority in a fully collateralized accounting depository bank.

SECTION 2. REPORTS

At each meeting accounting and revenues and expenditures will be provided to the Area Board and to the North Carolina Division of Mental Health Services as directed.

SECTION 3. LOCAL BUDGET AND FISCAL CONTROL ACT

The provisions of North Carolina General Statute 159 shall apply to the budgeting and fiscal procedures carried out by the Authority.

SECTION 4. CHECKS AND DRAFTS

All Authority checks will be signed by two Area Authority officials, as follows:

Each check shall be signed by the Fiscal Officer or properly designated deputy finance officer, and

shall be countersigned by one of the following:

Area Director,
Chief Operating Officer,
Chairman of the Area Board, or
Vice Chairman of the Area Board

ARTICLE IX

SECTION 1. REAL PROPERTY

The Area Authority may own or finance real property in accordance with state laws.

SECTION 2. EQUIPMENT - PERSONAL PROPERTY

Title to personal property and the authority to acquire, lease, or mortgage same shall be held by the Area Authority.

Equipment necessary for the operation of such programs shall be provided by local, state, federal or donated funds or any combination thereof.

AGENDA ITEM

8/3

MEETING DATE 12/15/08

UNION COUNTY TRANSPORTATION SERVICES

610 Patton Avenue
Monroe, North Carolina 28110

telephone 704/283-3713
facsimile 704/283-3551

AGENDA ITEM

8b

MEETING DATE 10-23-06

MEMORANDUM

TO: Union County Board of Commissioner's
FROM: Annette Sullivan
Date: October 5, 2006
Re: Transportation Advisory Board

Previously as a requirement for funding through NCDOT, we were required to have an appointed Advisory Board consisting of various agency representatives. Attached you will find a listing of those persons who were appointed to the board in May 2006. In addition I have attached the new required representation information that we received with the release of the FY2008 grant package.

I request that those persons approved in May 2006 remain on the Transportation Advisory Board and that the following persons be appointed to meet the additional requirements of representation:

Scott Rowell	Anson Co. Transportation Director and RPO Member
Amy Helms	Storm Water (representing—MPO)
Lorey White	Rotary and Partnership for Children
Andrea Coleman	DSS and Private Citizen from Minority Community
Local Elected Official	

If you need further information I will be happy to provide it. Thank you for your consideration of this matter.

13. Juvenile Crime Prevention Council	G.S. § 143B-544	Per statute, members shall include a County Commissioner.	Voting Member (inferred from Bylaws)
14. Library Board of Trustees	G.S. § 153A-265	Per Bylaws, members shall include a County Commissioner.	Voting Member (per Bylaws)
15. Local Emergency Planning Committee	Exec. Order No. 43 (4/7/87) & 42 U.S.C. § 11001	Per statute, members shall include a County Commissioner.	Voting Member (per Bylaws)
16. Mecklenburg-Union Metropolitan Planning Organization	G.S. § 136-200.1 & 23 U.S.C. § 134	Per statute, members shall include a County Commissioner.	Voting Member (per Bylaws)
17. Parks and Recreation Advisory Board	G.S. § 153A-444 & G.S. § 160A-350 et seq.	Per Resolution, members shall include a County Commissioner.	Voting Member (per Resolution, but BOC may modify Resolution)
18. Partnership for Children, Inc. Board of Directors (now Union Smart Start)	G.S. § 143B-168.12.	Per Bylaws, members shall include a County Commissioner.	Voting Member (inferred from Bylaws)
19. Piedmont Area Mental Health, Developmental Disabilities, & Substance Abuse Board	G.S. § 122C-118.1	Per statute, members shall include a County Commissioner.	Voting Member (inferred from Bylaws)
20. Rocky River Rural Planning Organization Transportation Advisory Committee	G.S. § 136-211	Per statute, members shall include a County Commissioner	Voting Member (inferred from MOU)
* 21. Transportation Advisory Board	G.S. 153A-76	Minutes indicate that membership may be determined by a Grant Agreement and includes a County Commissioner.	Uncertain
22. URM/CMC-Union Board of Directors	G.S. § 153A-249 & G.S. §§ 131E-5, et seq.	Per Lease Agreement, members shall include a County Commissioner.	Voting Member (inferred from Bylaws)
23. URM/CMC Trustee Council	G.S. § 153A-249 & G.S. §§ 131E-5, et seq.	Per Lease Agreement, members shall include a County Commission.	Voting Member (inferred from Bylaws)
24. Yadkin Pee Dee Board of Directors		Per Bylaws, members shall include a County Commissioner.	Voting Member (inferred from Bylaws)

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) APPOINTMENTS:

Commissioner Stone moved to appoint Jenny Kirksey, Health Director (replaces Lorey White); Norcott D'Esterre, representing Union County Emergency Management Planner (replaces Tabitha Mills); and Kyle Bilafer, representing Tyson Foods (replaces Nick Griffin). It was noted on the agenda that these appointments are by position and are not advertised positions. The motion was passed unanimously.

UNION COUNTY TRANSPORTATION SERVICES:

- a. Appointments to the Transportation Advisory Board (These appointments are by position representing the "Core Agencies" to which services are provided and are not advertised positions.)*

Commissioner Pressley moved to appoint the following persons to serve on the Transportation Advisory Board, as recommended by the Transportation Director, representing the various Core Agencies:

1. Roy Young - Department of Social Services Director
2. Jenny Kirksey - Health Director
3. Steve Ramsey - Work First Supervisor
4. Sandy Nemer - ARC of Union County
5. Revella Nebit - Piedmont Behavioral Healthcare
6. Annette Sullivan - Transportation Director for Union County
7. Mary Walls - Vocational Rehabilitation
8. Ken Rogers - Veterans Services
9. Mike Young - Union Diversified Industries
10. Phyllis Smith - Department of Social Services

The motion was passed unanimously.

- b. Establishment of a Community Transportation Improvement Plan Steering Committee and Appointments to Committee*

s/Lynn G. West
Signature of Certifying Official

****Note that the authorized official, certifying official, and notary public should be three separate individuals.***

b. Request for Additional Appointments to the Transportation Advisory Board (includes the appointment of a local elected official)

Chairman Lane stated that he was appointed some months ago to the Community Transportation Improvement Plan Committee, which is different than the Transportation Advisory Board. He noted that the Board was being asked to consider additional appointments to this board as required by the new FY 2008 grant package. He stated that the following persons had been recommended by Annette Sullivan, the Transportation Director for the County:

1. Scott Rowell – Anson County Transportation Director and RPO Member
2. Amy Helms – Assistant Director of Infrastructure and Environment (representing MPO)
3. Lorey White – Rotary and Partnership for Children
4. Andrea Coleman – DSS and Private Citizen from Minority Community

Vice Chairman Sexton moved to appoint Mr. Rowell, Ms. Helms, Mr. White, Ms. Coleman, and Chairman Lane, as the Local Elected Official, to serve on the Transportation Advisory Board. The motion was passed unanimously.

APPOINTMENTS TO BOARDS AND COMMITTEES:

a. Union County Nursing Home Advisory Committee (two vacancies)

Chairman Lane stated that there were two vacancies on this Committee with only an application received from Mr. Lukens J. Isobel.

Commissioner Stone moved to appoint Mr. Isobel to serve on the Nursing Home Advisory Committee.

UNION COUNTY TRANSPORTATION SERVICES

610 Patton Avenue
Monroe, North Carolina 28110

telephone 704/283-3713
facsimile 704/283-3551

Memorandum

To: Union County Board of Commissioners

From: Annette Sullivan *Annette*

Date: May 25, 2006

As you are aware, each year we receive funds from multiple NCDOT grants to assist in providing transportation to the citizens of our county. One of the requirements to receive these funds is that we have an appointed Transportation Advisory Committee that meets quarterly and is comprised of at minimum representatives from the "Core Agencies" for which we provide services. Therefore, recommendations for appointees are submitted by our department for appointment by the Board of Commissioners, as this is not an advertised board.

The current members of our board have served for several years; however, due to the retirement of Lorey White, Health Director, and the death of Jim Shaw, Director of Union House (DayMark day program), it is necessary that some of the appointments be updated.

It is my recommendation that the following persons be appointed:

Roy Young—DSS Director
Jenny Kirksey—Health Director
Steve Ramsey—Work First Supervisor
Sandy Nemer—ARC of Union County
Revella Nesbit—PBH (Piedmont Behavioral)
Annette Sullivan—Transportation Director
Mary Walls—Vocational Rehabilitation
Ken Rogers—Veteran Services
Mike Young—Union Diversified Industries
Phyllis Smith—DSS

If you need further information, I will be happy to provide it. Thank you for your consideration of this matter.

8/4

MEETING DATE 12/15/88

ARTICLE III

Board of Directors

Section 1: General Powers: The Board of Directors shall be responsible for managing the affairs of the Committee between meetings of the general membership and have the power to represent the Committee and transact all business in the name of the Committee.

Section 2: Composition: There shall be two separate categories of persons making up the Board of Directors; elected officials and general members.

* Section 2a: Elected Officials: The Board of County Commissioners in the appropriate Yadkin-Pee Dee River Basin Counties, shall have the right to appoint one person within each of the following categories; (1) members of the North Carolina General Assembly, (2) members of the Board of County Commissioners, and (3) elected officials of local municipalities, or persons appointed by the Board of County Commissioners who represent the local municipalities from within the counties.

These three (3) categories of elected officials will be appointed from the following counties: Alexander, Anson, Cabarrus, Caldwell, Davidson, Davie, Forsyth, Iredell, Montgomery, Randolph, Richmond, Rowan, Stanly, Stokes, Surry, Union, Wilkes and Yadkin.

Section 2b: General Members: "A committee shall be appointed by the President to nominate nine (9) persons from the general membership. These persons, along with any nominations from the floor, shall be presented to the general membership at the annual meeting to be voted upon. Not less than nine, nor more than thirty five will be elected to the Board of Directors. The number of persons to be elected shall be determined by the General Membership at each annual meeting."

Section 3: Geographical Representation: "Those nominated and voted upon from the General Membership will be grouped by the following three geographical boundaries with not less than three persons being elected from each of the three geographical boundaries."

These three geographical districts are grouped by the following geographical boundaries: Northern Counties (Caldwell, Forsyth, Stokes, Surry, Wilkes and Yadkin); Middle Counties (Alexander, Davidson, Davie, Iredell, Randolph and Rowan) and; Southern Counties (Anson, Cabarrus, Montgomery, Richmond, Stanly and Union.

Section 4: Term of Office: The term of office of the Public Officials shall be for the period of time each Board of County Commissioners appoints them. Once a year the Executive Secretary shall contact the County Managers in each of the Counties in the Yadkin-Pee Dee River Basin to determine if the current appointees, from the individual counties, are to remain on the Board of Directors for the coming year.

(It should be kept in mind that individual Members of the Board of Directors, who are Public Officials, may not seek additional terms of office, may move, etc., which will require that the Board of Commissioners make new appointments.)

Section 5: Meetings: The Board of Directors will meet at least once a year. Special meetings of the Board of Directors shall be called by the President or when a majority of the Executive Committee approve the calling of a Board of Directors meeting.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

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

SUBJECT: Request for Qualifications for County Attorney

DEPARTMENT: Legal, Personnel,
General Services

PUBLIC HEARING: No

ATTACHMENT(S):
Draft RFQ

INFORMATION CONTACT:
Jeff Crook, Mark Watson

TELEPHONE NUMBERS:

704-283-3673

704-283-3869

DEPARTMENT'S RECOMMENDED ACTION: Consider RFQ and provide such revisions as may be desired by the Board

BACKGROUND: As directed by the Board, County staff have prepared a draft RFQ to solicit qualifications statements for the appointment of County Attorney. After making any revisions directed by the Board, staff will publish notice of the RFQ, collect all qualifications statements submitted within the prescribed timeframe, and provide for consideration by the Board.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

DRAFT

REQUEST FOR QUALIFICATIONS FOR THE PROVISION OF PROFESSIONAL LEGAL SERVICES AS COUNTY ATTORNEY

Prior to the appointment of a County Attorney on a contract basis pursuant to N.C.G.S. §153A-114, the Union County Board of Commissioners desires to solicit Qualification Statements from interested persons for the provision of professional legal services. Through a Request for Qualification ("RFQ") process, persons interested in appointment as County Attorney must prepare and submit a Qualification Statement in accordance with the procedure and schedule stated in the attached RFQ. The Board intends to consider persons who possess the professional, financial, and administrative capabilities to provide the proposed services.

The factors to be considered by the Board in its appointment of a County Attorney include, but are not limited to: (i) experience and reputation within the profession; (ii) knowledge of the subject matter to be addressed under contract; (iii) availability and accessibility to accommodate any required meetings of the Commission or County staff; and (iv) such other factors as determined by the Board, in its sole discretion, to be in the best interest of Union County.

The RFQ documents may be downloaded from the County web site at www.co.union.nc.us/ _____, or may be obtained by contacting Lynn West, Clerk to the Board of Commissioners, 500 North Main Street, Room 925, Monroe, North Carolina 28112, telephone # 704-283-3853.

Completed Qualification Statements must be submitted and received by Ms. West at 500 North Main Street, Room 925, Monroe, North Carolina 28112 on or before 2:00 p.m. on _____, 200____.

Selection of a County Attorney will be made pursuant to the sole discretion of the Union County Board of Commissioners, and such attorney shall serve at the pleasure of the Board.

Lanny Openshaw
Chairman, Union County Board of Commissioners

**REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF PROFESSIONAL LEGAL SERVICES AS
COUNTY ATTORNEY**

PART 1.0 Services For:

UNION COUNTY BOARD OF COMMISSIONERS

UNION COUNTY, NORTH CAROLINA

PART 2.0 Title:

COUNTY ATTORNEY

PART 3.0 Background:

Union County (est. pop. 190,000) is located in the south-central Piedmont region of North Carolina. Its population growth rate has recently been ranked 1st in the Carolinas and 15th in the nation. Union County government is comprised of the following departments and divisions, each offering its unique services to the citizens of Union County:

- Animal Services
- Board of Elections
- Central Administration/Union County Board of Commissioners
- Cooperative Extension
- Emergency Communications
- Emergency Management
- Environmental Health
- Finance
- Fire Services
- General Services/Purchasing/Garage
- GIS
- Health
- Homeland Security
- Information Systems
- Inspections
- Internal Auditor
- Legal
- Library
- Nutrition
- Parks & Recreation
- Personnel
- Planning
- Public Information
- Public Works
- Register of Deeds
- Risk Management

- Sheriff's Office
- Social Services
- Tax Administration
- Transportation
- Veteran's Services

Pursuant to N.C.G.S. § 153A-114, the Board of Commissioners must appoint a County Attorney to serve as the Board's legal advisor. The exact nature of the County Attorney's duties varies from county to county, as does the amount and method of compensation. The County Attorney is not appointed to a definite term, but instead serves at the pleasure of the Board.

The elected officials, management, departments heads, agencies, and statutory boards of Union County receive legal services from several different sources. Through its Legal Department, the County employs a full-time Senior Staff Attorney and Staff Attorney to draft or review all County contracts; provide legal counsel upon request to elected officials and County staff; draft or review County ordinances, resolutions, special legislation, bylaws, forms, policies and procedures; attend regular meetings of the Union County Board of Commissioners and while in attendance, anticipate and respond to questions from the Board, advise as to compliance with open meetings and public records laws, and provide direction as to parliamentary procedure upon request; and to provide other ancillary services. It is anticipated that the County Attorney will work closely with attorneys in the Union County Legal Department.

In addition, the Sheriff employs a full-time Staff Attorney to ensure agency compliance with all federal, state, and county laws and policies of the Sheriff's Office and to act as legal advisor in Agency operations posing particular risks of civil and/or criminal liability to the Sheriff and the County, including high-risk warrant service, major crime investigations, drug interdiction and surveillance operations, significant transitional operations and other significant operations as directed by the Sheriff.

The County also engages attorneys in private practice to provide legal services to the Board of Adjustment and the Department of Social Services, and the Board or County Manager may authorize the engagement of attorneys experienced in specialty areas of the law when deemed in the best interests of the County. The County Attorney may recommend such engagement.

PART 4.0 Duties and Responsibilities

The County Attorney shall be the statutory legal adviser to the Board of Commissioners and as such, shall perform all legal services assigned by the Board. The County Attorney shall also work closely with the County Manager and Legal Department and shall provide such legal services as may be requested by the County Manager or the Senior Staff Attorney. It is expected that the County Attorney will give priority to the work assigned on behalf of Union County and that he or she will perform all work in a timely manner.

The following is a representative, but non-exhaustive, list of the services to be provided by the County Attorney.

- a. Attendance at such regular and special meetings of the Board of Commissioners as requested by the Board or County Manager;

- b. Consultation with individual commissioners, to the extent authorized by the Board;
- c. Consultation with the County Manager and Senior Staff Attorney upon request;
- d. Handling or oversight of all litigation on behalf of Union County;
- e. Handling of property tax foreclosures;
- f. Requests for pre-clearance from the Department of Justice, as required by statute;
- g. Handling of real property transactions, including title searches and closings; and
- h. Issuance of opinion letters relative to bond transactions.

PART 5.0 Minimum Qualifications

Interested individuals must meet the following minimum qualifications:

- a. Must be an attorney in good standing licensed to practice law in the State of North Carolina as of the date of appointment;
- b. Must possess J.D. or LLB from an ABA accredited law school;
- c. Must have prior experience in local government law, specifically representing municipal or county government; and
- d. Must have broad general experience in the practice of law, preferably in contracts, labor and employment law, land use, real estate, environmental law, and constitutional law.

PART 6.0 Content of Submittal:

In response to this Request for Qualifications, each interested individual shall provide the following information:

Qualification Information:

- a. Full Name;
- b. Firm Name (if practicing within a firm), Address and Telephone Number;
- c. Years in practice;
- d. Your (and your firm's) legal specialties or emphases of practice;
- e. A listing of all of your post high school education;
- f. Date of licensure in the State of North Carolina;
- g. A listing of your professional affiliations or membership in any professional societies or organizations;
- h. The number of attorneys employed (if a professional firm) and/or affiliated with your firm;
- i. A listing of all previous public sector entities served including dates of service and position(s) held;
- j. Your familiarity with Union County and an explanation of how derived;

- k. The relevant legal experience that qualifies you for the position of County Attorney;
- l. Any other relevant legal or work experience that you would like the Board of Commissioners to consider in evaluating your qualifications for the position of County Attorney;
- m. Details regarding any conflict of interest or potential conflict of interest;
- n. A listing of any relative, by blood or marriage, employed by Union County or serving in an elected or appointed capacity;
- o. The name, address and telephone number of three client references that can be contacted by the County;
- p. Your compensation requirements, including an hourly rate and any retainer to be charged the County, and the manner in which travel time will be billed; and
- q. Any additional information that you would like the Board of Commissioners to consider in evaluating your qualifications.

PART 7.0 Method of Evaluation and Selection

The Board of Commissioners shall determine the relative weight to be assigned to the various selection factors outlined in this RFQ. Selection of a County Attorney will be made by the Board in its sole discretion.

PART 8.0 Submittal Information:

Individuals must submit using the following method:

Direct Delivery sealed and labeled on the outside...

**“REQUEST FOR QUALIFICATIONS – PROFESSIONAL LEGAL SERVICES –
COUNTY ATTORNEY”**

Send or deliver **eight (8) copies** of your submittal to:

Union County
Attn: Ms. Lynn West, Clerk to the Board of Commissioners
500 North Main Street, Room 925
Monroe, North Carolina 28112

ALL submittals are to be received by the Clerk to the Board of Commissioners no later than 2:00 p.m., _____, 20____. The Commission will evaluate only submittals received by the deadline.

Questions regarding submittals shall be submitted in writing and may be faxed or e-mailed to the attention of Lynn West, Clerk to the Board, (fax) 704-282-0121, (office) 704-283-3853, west@co.union.nc.us.

Union County assumes no liability or responsibility for the costs incurred by a respondent for any materials, efforts or expenses required to prepare a response or to make any presentation in connection with a response to the Request for Qualifications.

This Request for Qualifications is not an offer, obligation, or agreement to award work to any respondent. No contractual relationship is created by responding to this Request for Qualifications. Union County reserves the right to accept or reject any or all proposals received. The County reserves the right to waive any irregularity, informality, or technicality in proposals received. It is understood and agreed by those submitting a Statement of Qualifications that all information submitted will be public record and subject to public inspection and copying.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

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

SUBJECT: Televising Meetings on UCTV 16

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

ATTACHMENT(S): **INFORMATION CONTACT:**
Brett Vines
Public Information Officer

TELEPHONE NUMBERS:
704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Consider televising Planning Board, Board of Adjustment, and Board of Equalization and Review meetings on Union County Government Channel.

BACKGROUND: At the December 1 board meeting, commissioners requested that information regarding the cost and logistics to televise Planning Board, Board of Adjustment, and Board of Equalization and Review meetings be brought back to the board for consideration.

In order to film meetings for UCTV 16, all meetings should be held in the first floor commissioners' meeting room. Equipment is already built-in, and the ability to use three cameras and the room's sound system will make for a higher quality broadcast. The PIO has a video camera that can be used off-site, but, the camera only has the capability of recording audio from two wireless microphones. Moving all meetings to the commissioners' meeting room would require a change in meeting dates for the Board of Adjustment since they currently meet on the same day as commissioners (first Monday of each month). The Planning Board already meets in the commissioners' meeting room on the first Tuesday of each month.

There are two people trained to operate the audio and video equipment in the commissioner's meeting room - the County's Public Information Officer and John Coleman, who the County has a contract with to assist with filming commissioner meetings. The County pays Mr. Coleman \$400 per meeting. In addition to filming the meetings, Mr. Coleman makes DVDs and VHS tapes for the clerk and various commissioners. He also sends a DVD to the City of Charlotte's government channel. Mr. Coleman has agreed to amend his contract to include filming the other board meetings for a cost of \$225 per meeting.



OFFICE OF THE COMMISSIONERS AND MANAGER

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

AGENDA ITEM

MEETING DATE 12/15/08

RESOLUTION BY THE UNION COUNTY BOARD OF COMMISSIONERS
REQUESTING THAT THE NORTH CAROLINA GENERAL ASSEMBLY
MAKE NO CHANGES TO THE COMPOSITION OF THE UNION COUNTY BOARD
OF COMMISSIONERS

THAT WHEREAS, the Union County Board of Commissioners met in a regular meeting on Monday, May 19, 2008, and adopted the following motion:

"That the County's staff be directed to work with the legislators to increase the number of commissioners who serve on the Union County Board of Commissioner up to the number of nine."

WHEREAS, the Union County Board of Commissioners now desires to rescind this action.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners requests that the North Carolina General Assembly make no changes to the composition of the Union County Board of Commissioners; and

BE IT FURTHER RESOLVED that the Union County Board of Commissioners rescinds the instructions given to staff on May 19, 2008, to work with the legislators to increase the number of Commissioners who serve on the Union County Board of Commissioners up to the number of nine; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the members of the Union County legislative delegation.

Adopted this 15th day of December, 2008.

Attest:

Lynn G. West, Clerk to the Board

Lanny Openshaw, Chairman

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

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

SUBJECT: Disclosure Statement

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):

(i) Memo from Jeff Crook; (ii) draft disclosure statement considered by Board in 2007; (iii) draft disclosure statement provided by Commissioner Kuehler; (iv) revised Application

INFORMATION CONTACT:

Jeff Crook

TELEPHONE NUMBERS:

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Discuss requiring Disclosure Statement for membership of one or more boards/committees

BACKGROUND: See attached memo.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY LEGAL DEPARTMENT

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

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

TO: The Union County Board of Commissioners
Al Greene, County Manager

FROM: Jeffrey L. Crook, Senior Staff Attorney

RE: Disclosure Statement for Boards and Committees

DATE: December 10, 2008

As requested by the Board, I am providing the attached draft Disclosure Statement prepared in 2007, which may serve as a starting point for discussion of this topic.¹ I have also attached a proposed revision to the Application to Serve on Appointed Boards, Committees, or Commissions. The underlined text at the bottom of the Application has been added to give prior notice to applicants that the Disclosure Statement will be required within 60 days of appointment and that the information so provided is public record, subject to inspection and copying.

The draft Disclosure Statement is based on Section III(B) of the Board of Commissioners' Ethics Supplement, which reads as follows:

Board Members shall file with the Clerk to the Board on the first day of February of each year a statement containing the following information:

- 1. The identity, by name and address, of any Business Entity of which he or any member of his Immediate Household (i) is an officer or director; or (ii) owns five percent (5%) or more of the stock. Additionally, the Board Member and spouse shall give the name of their employer or, if self-employed, state the nature of their work. If there is no change from one year to the next, resubmission of the disclosure form will not be necessary.*
- 2. The identity by location and address of all real property, excluding the Board Member's personal residence, located*

¹ I would note that this form is substantially similar to the draft conflict of interest form, also attached, provided by Commissioner Kuehler at the last Board meeting.

in the County owned by the Board Member or any member of his Immediate Household, including an option to purchase or lease for ten (10) years or more.

The statements required by this section shall be filed on a form prescribed by the Clerk to the Board and are public records available for inspection and copying by any person during normal business hours.

Read in tandem with the revised Application, the Disclosure Statement is intended to be provided only after appointment. That is, the Disclosure Statement is not required of all applicants and does not form the basis for decisions by the Board regarding appointment. The process was structured in this manner to address a perceived chilling effect that might result should each applicant be required to provide a Disclosure Statement. Unlike the statements of economic interest filed by applicants subject to the State Government Ethics Act, the Disclosure Statements of local government applicants are not protected from public disclosure.² Whether to require Disclosure Statements of all applicants is a policy decision for the Board.

The purpose of requiring a Disclosure Statement, though not as the basis for appointment, is to encourage honesty and openness in government and to help focus the appointee's attention on the potential for conflict. Unlike the State apparatus which provides for a State Ethics Commission to review statements of economic interest, the process proposed in 2007 would result largely in self-policing, with the responsibility for recusal resting with individual appointees. However, because the Disclosure Statement is a public record, it would also afford oversight by those interested in identifying and questioning potential conflicts.³

²It is provided in G.S. 138A-23(a) as follows: "The statements of economic interest filed by prospective public servants under this Article for appointed or employed positions and written evaluations by the Commission of these statements are not public records until the prospective public servant is appointed or employed by the State. All other statements of economic interest and all other written evaluations by the Commission of those statements are public records."

³Note that for the Board of Adjustment, other members may rule on an objection in the event a member fails to recuse himself for a potential conflict of interest. It is provided in G.S. § 153A-345(e1) as follows: "A member of the board or any other body exercising the functions of a board of adjustment shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional right to an impartial decision maker. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote

In addition to prescribing the nature of the form and when it must be provided, the Board must also determine to which boards and committees the disclosure requirements will apply. In 2007, it was proposed that the County require Disclosure Statements of appointees to the Planning Board, Board of Adjustment, and Board of Equalization and Review, identified as the boards for which the potential for conflict was perceived as relatively high. Consistent with State practice, the Disclosure Statements were not required of strictly advisory boards, though there is no prohibition on such a requirement.⁴ In contrast, it is my opinion that the Board should not compel Disclosure Statements from members of the Board of Health or the Social Services Board. It is provided in G.S. § 153A-76 that the Board of Commissioners may not change the “manner of selection” of these boards.

The Board must also determine whether to apply the disclosure requirements prospectively to future appointees only, or also retroactively to sitting members. If applying the requirements to a statutory board or a board established by law (e.g. Planning Board, Board of Adjustment, Board of Equalization & Review), it would be legally problematic to require disclosure of sitting members. If appointed for a term of years, such members may generally be removed only for cause.⁵ It might be difficult to argue that failure of a sitting member to provide

rule on the objection.” [Emphasis Added]

⁴Note that it is provided in G.S. 153A-340(g) that “Members of appointed boards providing advice to the board of county commissioners shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable impact on the member.” Thus, it has been legislatively recognized that membership on planning boards (largely advisory, though the Union County Planning Board has been delegated authority to issue preliminary plat approvals) may be subject to potential conflict of interest.

⁵It is provided in See Section 21(d) of the Union County Land Use Ordinance as follows: “Regular planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Alternate members may be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.” [Emphasis Added]

See also Section 29(d) of the LUO, which reads as follows: “Regular board of adjustment members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Alternate members may be

a Disclosure Statement constitutes “cause,” when the disclosure requirements were not in effect at the time of appointment. I would recommend that the Board apply the disclosure requirements prospectively only, unless pertaining solely to an advisory board from which the Board may remove members at will.

From the foregoing, there are a number of questions that the Board will want to consider if it proceeds to require Disclosure Statements of appointees to boards and committees. The purpose of this memo is to apprise the Board of the work previously conducted and to help focus this discussion. Please let me know if you have any questions or comments.

cc: Ligon Bundy, Interim County Attorney

removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective. [Emphasis Added]

**DISCLOSURE STATEMENT FOR UNION COUNTY
PLANNING BOARD, BOARD OF ADJUSTMENT, AND
BOARD OF EQUALIZATION AND REVIEW**

This statement shall be filed annually in July by regular and alternate members of the Planning Board and Board of Adjustment, and at the first meeting of each year (April or May) by members of the Board of Equalization and Review. A newly appointed member shall file an initial statement within sixty (60) days of the effective date of the appointment and thereafter shall file at the regular annual time. **All information submitted will be public record and subject to public inspection and copying.**

Date: _____

1. Member's Name: _____
Member's Employer (if self-employed, state the nature of work): _____

Spouse's Name: _____
Spouse's Employer (if self-employed, state the nature of work): _____

First Name(s) of Dependent Children: _____

2. List of Business Entities for which the Member, Member's Spouse or Dependent Children (i) serves as officer or director, OR (ii) owns five percent (5%) or more of the stock. *(For purposes of this Disclosure Statement, Business Entity shall include any business, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust, corporation organized for financial gain or profit, or nonprofit corporation or entity.)*

	<u>Name</u>	<u>Address</u>
(A)	_____	_____
(B)	_____	_____
(C)	_____	_____
(D)	_____	_____

(If additional space is needed, please use reverse side.)

**APPLICATION TO SERVE ON APPOINTED BOARDS
COMMITTEES OR COMMISSIONS**

BOARD: _____

NAME: _____

ADDRESS: _____

TOWNSHIP: _____ YEARS IN UNION COUNTY _____

TELEPHONE: (Home) _____ (Office) _____ (Fax) _____

E-mail Address: _____

EDUCATION: _____ OCCUPATION: _____

Please list civic and fraternal organizations in which you participate in Union County:

Please explain your interest in serving on the above named board:

Any other comments:

Date: _____ Signature: _____

Note: Information provided in this application is considered a matter of public record. It may, therefore, be subject to disclosure upon request pursuant to North Carolina's Public Records Law, N.C.G.S., Section 132-1, et seq.

The applicant understands and agrees that if appointed to the Union County Planning Board, Board of Adjustment, or Board of Equalization and Review, he or she will be required to submit the attached Disclosure Statement within sixty (60) days of the effective date of the appointment and thereafter on an annual basis. All information provided on the Disclosure Statement will be public record and subject to public inspection and copying.

Return to: Lynn G. West, Clerk to the Board, 500 N. Main Street, Room 921, Monroe, NC 28112 or Fax to 704-282-0121 or e-mail to West@co.union.nc.us.

FOR OFFICE USE ONLY: Date Received: _____

Conflict of Interest Form Draft

(December 1, 2008)

1. Please list any ownership by yourself, your spouse, or dependent children, in any and all corporations, companies, LLC's, LLP's, partnerships, or any other organizations operating and/or doing business in Union County, North Carolina.

2. List all real estate in Union County, North Carolina owned, in whole or in part, by the Applicant, Applicant's spouse, or dependent children, including any property leased for ten (10) years or more and/or property on which an option for purchase is held, excluding your primary residence.

If appointed, Applicant must provide updates to this Form as necessary within ten (10) business days of a change in the above provided information.

Proposed by: Commissioner Tracy Kuehler

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 3413
(Central Admin. use only)

SUBJECT: Debt Restructuring - Refunding Bonds

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Bond Order

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: 1.) Hold Public Hearing and 2.) Adopt the Bond Order Authorizing the Issuance of Not to Exceed \$80,000,000 General Obligation Refunding Bonds of the County of Union, North Carolina

BACKGROUND: At the Commission's November 17 meeting, the Board authorized the County Manager to proceed with the restructuring of the County's 2004, 2005 and 2007 Variable Rate General Obligation Bonds. The Plan contains two components. The first component is the replacement of various liquidity providers and remarketing agents (Series 2004 and Series 2007C) with BB&T. The second component is the refunding of the 2005 Bonds with a fixed rate refunding.

At the Commission's special meeting of November 26, the Board took action to complete the first component of the plan. The County is currently scheduled to transfer the remarketing and liquidity to BB&T on December 17 and 18.

Also at the November 26 meeting, the Board took action to begin a series of steps in connection with the refunding of the 2005 variable rate bonds. At that meeting, the Board called for a public hearing (a requirement of the statutes) and introduced the Bond Order.

For the December 15 meeting, the Board is requested to hold the public hearing. Following any public comments and as part of the action agenda, the Board will be requested to adopt the Refunding Bond Order. The Refunding Bond Order is the "broad" authority to refund the bonds. The details of the Refunding Bonds such as the terms of the sale, approval of the offering document, maturity schedule, call/redemption provisions, etc. will appear in a Bond Resolution that the Board will be requested to consider in a January meeting. LGC approval will likely be

scheduled for their first meeting in February with the sale occurring shortly thereafter.

FINANCIAL IMPACT: Since the commencement of the market turmoil in mid-September, the County has been incurring about \$9K-\$12 in unbudgeted higher interest costs each day. The restructuring of the debt will substantially reduce the County's currently unbudgeted high interest costs. The debt restructuring plan will be implemented in a manner to minimize the impact on 2009, 2010 and 2011 budgets (through the deferral of some limited principal) with marginal additional interest costs beginning in 2012 (about \$700K or 3.5%).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

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:

Dec 4, 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 Pat Deese 11 day of Dec 2008

Sworn to and subscribed before me, this 11 day of Dec 2008

Bruce P. Clark Notary Public

My Commission expires: May 11, 2013

Boards

Inches: 1 1/4
MONROE, N.C.

Dec 11 2008

Ad#
ACCOUNT #: 02100167

COST: \$ 143.10

-IN ACCOUNT WITH-

The Enquirer-Journal

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

Important Legal Document, Please Retain

NOTICE OF PUBLIC HEARING
BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA

WHEREAS, the County of Union, North Carolina (the "*County*") has issued (1) \$50,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005A, of which \$44,000,000 is currently outstanding; (2) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005B, of which \$17,600,000 is currently outstanding; and (3) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005C, of which \$17,600,000 is currently outstanding (collectively, the "*2005 Bonds*");

WHEREAS, the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") deems it advisable to refund the 2005 Bonds;

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Union, North Carolina, as follows:

Section 1. The Board of Commissioners deems it advisable to refund all of the outstanding aggregate principal amount of the 2005 Bonds.

Section 2. To raise the money required to pay the costs of refunding the 2005 Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$80,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 5. This bond order is effective on its adoption.

The foregoing order has been introduced and a sworn statement of debt has been filed under the Local Government Bond Act showing the appraised value of the County of Union, North Carolina to be \$22,520,489,606 and the net debt thereof, including the proposed bonds to be \$598,513,658. A tax will be levied to pay the principal of and interest on the bonds if they are issued. Anyone who wishes to be heard on the questions of the validity of the bond order and the advisability of issuing the bonds may appear at a public hearing or an adjournment thereof to be held in the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on the 15th day of December, 2008.

/s/ Lynn West

Clerk to the Board of Commissioners
County of Union, North Carolina

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**

WHEREAS, the County of Union, North Carolina (the "*County*") has issued (1) \$50,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005A, of which \$44,000,000 is currently outstanding; (2) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005B, of which \$17,600,000 is currently outstanding; and (3) \$20,000,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2005C, of which \$17,600,000 is currently outstanding (collectively, the "*2005 Bonds*");

WHEREAS, the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") deems it advisable to refund the 2005 Bonds;

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Union, North Carolina, as follows:

Section 1. The Board of Commissioners deems it advisable to refund all of the outstanding aggregate principal amount of the 2005 Bonds.

Section 2. To raise the money required to pay the costs of refunding the 2005 Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$80,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 5. This bond order is effective on its adoption.

The foregoing order was adopted on the 15th day of December, 2008 and is hereby published this ___ day of December, 2008. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice.

/s/ Lynn West

Clerk to the Board of Commissioners
County of Union, North Carolina

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on December 15, 2008.

* * *

The following members were present:

The following members were absent:

Also present:

The Clerk to the Board reported to the Board of Commissioners that the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**" was introduced at the special meeting of the Board of Commissioners on November 26, 2008, and was published on November __, 2008, with notice that the Board of Commissioners would hold a public hearing thereon on December 15, 2008 at 7:00 p.m..

At __:__ p.m., the Chairman of the Board of Commissioners announced that the Board of Commissioners would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation Refunding Bonds. At the direction of the Chairman, the Clerk to the Board distributed the bond order and the published notice of hearing to all requesting them.

After the Board of Commissioners had heard all persons who requested to be heard in connection with the foregoing questions, Commissioner _____ moved that the public hearing be closed. The motion was seconded by Commissioner _____ and was unanimously adopted.

Commissioner _____ moved that the Board of Commissioners adopt without change or amendment, and direct the Clerk to the Board to publish a notice of adoption as prescribed by The Local Government Bond Act, the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$80,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**", which was introduced at the meeting of the Board of Commissioners held on November 26, 2008.

The motion was seconded by Commissioner _____ and was unanimously adopted.

Lynn West
Clerk to the Board

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

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

SUBJECT: Presentation from Peidmont Behavioral Healthcare

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

ATTACHMENT(S):
June 12, 2008 letter to PBH

INFORMATION CONTACT:
Matthew Delk, Asst. Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Accept brief presentation from Mr. Dan Coughlin, Area Director, and Ms. Pam Shipman, Deputy Area Director of Piedmont Behavioral Healthcare.

BACKGROUND: PBH is the Local Management Entity recognized by the State that is responsible for the provision of Mental Health, Substance Abuse, and other Behavioral Healthcare services for Cabarrus, Davidson, Rowan, Union, and Stanly Counties. Union County increased our annual financial contribution to PBH this fiscal year, and we agreed to an additional increase if PBH opened a Crisis Center in Union County. A local Crisis Center will give medical providers and Law Enforcement a better option for dealing with mentally ill patients. PBH will update us on their efforts towards opening a Crisis Center in Union County.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



OFFICE OF THE COMMISSIONERS AND MANAGER

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

June 12, 2008

Pam Shipman, Deputy Area Director
Piedmont Behavioral Healthcare
245 LePhillip Court, NE
Concord, NC 28025

Dear Pam:

Thank you for your recent discussions with us regarding our mutual needs to support mental health services in Union County. Regarding our recent meeting, I wanted to summarize some of the key points of our responsibilities towards our goals.

We had considered our Maintenance of Effort amount to be \$185,802. We will propose to the Union County Commissioners that our new Maintenance of Effort commitment be more than doubled to the amount of \$400,000.

On the opening of a crisis center in Union County, we will pay you an additional annual amount of \$279,400, contingent upon continued operation of the crisis center in Union County. This amount is intended to support your expenses in operating the center and will not be considered funding for maintenance of effort in subsequent years. These terms, if approved in the 2008-09 Budget by the Union County Commissioners, will be memorialized in an interlocal agreement between our entities.

Regarding the lease arrangement at Union Village, we further propose to terminate that agreement effective July 1, and to create a new agreement between Union County and Daymark. We will propose a rate that we believe will be slightly above half of what we believe that fair market rate would be on a square foot basis, with the details to be arranged with Daymark. We hope that this arrangement will be considered part of our total package of support for Mental Health Services.

Regarding our current fiscal year, we have attached a check in the amount of \$333,000 in order to fulfill the terms of our current agreement. We have the understanding that you will return a check in the amount of \$277,500 in order for us to complete the current agreement, before we begin our new arrangement.

We hope that your Agency will recognize this proposal as a major increase in our commitment to your service of our citizens.

With utmost appreciation, I remain,

Sincerely,

Matthew L. Delk
Assistant Manager

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

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

SUBJECT: FY2008 Audit Presentation

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Correspondence dated 12/06/08 from
the Finance Director to the County
Manager

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

Budget Ordinance Amendment 12

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

DEPARTMENT'S RECOMMENDED ACTION: 1.) Presentation and Acceptance of the FY2008 Comprehensive Annual Financial Report and 2.) Adopt Budget Ordinance Amendment # 12 Appropriating Encumbrances and Special Purpose Designations as Reflected in the Financial Report

BACKGROUND: See attached correspondence

FINANCIAL IMPACT: NA

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



UNION COUNTY FINANCE DEPARTMENT

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

MEMORANDUM

TO: Al Greene, County Manager
FROM: Kai Nelson, Finance Director
DATE: December 6, 2008
RE: FY2008 Audit Report

Mr. John W. Kapelar, partner in the audit firm of Potter & Company P.A., will be present at the Board's meeting on December 15 to deliver the comprehensive annual financial report (CAFR). Both John and I will provide the Board with a review of the audit and be available to answer any questions that they may have.

Following our presentation, we are requesting the Board accept the FY2008 Comprehensive Annual Financial Report and adopt a budget ordinance amendment reflecting the encumbrances and special purpose designations identified in the report that were reservations of fund balance at June 30, 2008 for which expenditures will be occurring in 2009.

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

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

The independent audit firm is required to conduct an analysis of the County's compliance with various federal and State laws, regulations, contracts and grant agreements. Potter & Company reviewed the County's accounting and administrative controls over a wide range of financial transactions such as cash, investments, revenues, receivables, expenditures, payroll, property, debt and grant programs.

Potter found no instances of material non-compliance in connection with the applicable statutes and regulations and also noted no material matters involving internal control over financial reporting and operations. This favorable report is the result of extraordinary effort by County senior management, internal audit and finance staff in developing and maintaining strong internal financial controls.

There are two non-material deficiencies with regard to federal award programs, neither involving any questioned costs and both having been corrected since the release of the audit. Those two deficiencies are noted on pages 180-182.

You should know that your County finance and internal audit staff is comprised of highly dedicated professionals, who have a comprehensive knowledge of financial reporting, accounting and auditing and have dedicated themselves to ensuring the highest level of financial compliance. I am fortunate to serve with them ... for it is these individuals that are responsible for the County's success in financial auditing reporting.

Independent external auditor gives County "clean" opinion on financial statements

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

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

The County financial management staff is being faced with significant challenges in ensuring continued compliance with the increasing rigorous financial reporting and compliance standards being promulgated by the Governmental Accounting Standards Board, Securities and Exchange Commission, Municipal Securities Rulemaking Board and the Local Government Commission.

Additionally, while this year's audit is being presented to the Commission within a reasonable period following the LGC's requirement of an October 31 completion, County staff has struggled this year to complete the audit and presentation not later than November.

The future challenges of timely audit completions and continuing to receive "good housekeeping seal of approvals" are the result of fewer positions in the Finance Department. The Department had 10 positions in FY04, eliminated a position in FY05 and with the recent retirement of a long term employee and hiring freeze, is currently at 8 positions ... representing a 20% reduction in the department's capacity during a period in which the demands on the department have increased dramatically. The department has been able to achieve these reductions mainly because of technology advances improving productivity.

But I am convinced that our "services" and our ability to continue to receive high marks on the annual financial report will be difficult to sustain in the coming years. I request, on behalf of myself and Finance employees, for understanding from executive and policy leadership when confronting these future challenges.

General Fund financial results as predicted

As part of the fiscal year 2009 budget process, County staff made various projections regarding the financial operating results of the General Fund for fiscal

year 2008. The fiscal year 2009 budget contains a projection of the anticipated fund balance in the General Fund for fiscal year 2008 in the amount of \$34,777,839. The actual amount as reported in the audited financial statements is \$34,739,718 as compared to the budget projection of \$34,777,839. This represents a projected accuracy rate of 100.1% or a difference of 0.1% and \$38,121 less than anticipated (see table below for sources and calculation).

General Fund	FY2008
2008-2009 Manager's Recommended Budget Projected Unreserved Fund Balance FY2008 (page 51)	34,777,839
Comprehensive Annual Financial Report (CAFR) Fund Balance, Designated for subsequent year's expenditures	5,779,678
Fund Balance, Undesignated	28,960,040
	<u>34,739,718</u>
Difference, better than anticipated	(38,121)
Percent accuracy	100.1%
Percent worse than anticipated	-0.11%

Unreserved fund balance, excluding the amount reserved by State statute and encumbrances remained largely unchanged with FY08's amount of \$35,345,281 slightly less than FY07's amount of \$35,498,590. The table on the following page reflects the detailed components of fund balance that appear on page 103 of the comprehensive annual financial report.

General Fund	FY2008	FY2007
Fund Balance		
Designated to next year's budget	5,779,678	5,828,255
Designated for special purpose	605,563	979,617
Undesignated	28,960,040	28,690,718
	<u>35,345,281</u>	<u>35,498,590</u>
General Fund expenditures and IFTs	213,955,779	188,344,214
Fund Balance as % of Expenditures and IFTs	16.52%	18.85%
Group Weighted Average	NA	19.24%

While FY08's fund balance amount remained largely unchanged from FY07's amount, the benchmark measure of fund balance as a percent of expenditures declined from 18.85% to 16.25%. The Board has established a threshold of 16% as the minimum amount necessary to support working capital levels and the County's AA credit rating. The group weighted average, as published by the LGC in 2007, was 19.24%.

The increase in General Fund expenditures and interfund transfers in the amount of \$25.6 million over 2007 is principally due to education - \$13.8 million more for current expense and \$13.7 million more for school related debt service.

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

The solid waste activity reflected net income of \$458,345 for the year ended 2008, a decrease from 2007 net income of \$826,500. The major items that contributed to the decline in net income, year over year, related to lower revenue from construction and demolition charges due to lower tonnage and higher operating expenses. An additional one-time adjustment was made in FY2008 for landfill closure and post closure costs associated with environmental corrective action measures to restore groundwater quality to the required regulatory levels.

Water and sewer activities reflected net income of \$1,465,736 in 2008 compared to 2007's \$3,317,565, a decrease of \$1,851,829. Reduced sales, mainly from water consumption, contributed to about \$1.6 million of the decline. Operating expenses increased by \$840 thousand and were partially offset by higher non-operating income in the amount of \$484 thousand.

Given the significant capital investments required in the water and sewer system and the need for the system to generate net operating revenues to finance a portion of those capital improvements, the trend in FY2008 is not helpful.

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

We would also like to express appreciation to the partner, John Kapelar and staff of Potter & Company for their excellent planning and preparedness in providing quality audit services to Union County. Their professionalism and competence contributed to a smooth audit process again this year.

15b

MEETING DATE 12/15/09

BUDGET AMENDMENT

BUDGET Various REQUESTED BY Kai Nelson
 FISCAL YEAR FY 2009 DATE December 15, 2008

INCREASE

Description

General Fund

Various Dept. Expenditures (Encumbrances) 1,780,518
Various Dept. Expenditures
(Projects/Program Balances) 625,615
Various Dept. Revenues
(Projects/Prog. Fed./State Grants) (20,052) 605,563
Fund Balance Appropriated 2,386,081

DECREASE

Description

(see attached schedule)
(see attached schedule)
(see attached schedule)

Water & Sewer Enterprise Fund

Operating & Capital Outlay (Encumbrances) 269,153
Fund Balance Appropriated 269,153

Solid Waste

Operating Accounts (Encumbrances) 13,512
Fund Balance Appropriated 13,512

Stormwater Enterprise Fund

Operating Accounts (Encumbrances) 22,201
Fund Balance Appropriated 22,201

Explanation: To appropriate revenue and fund balance/retained earnings for outstanding contracts, purchase orders and available project/program balances for expenditures, projects and programs of fiscal year 2008 to fiscal year 2009.

DATE _____

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

FOR POSTING PURPOSES ONLY

DEBIT

Code Account Amount
(see attached sched.) _____
 Total _____
 Prepared By aar
 Posted By _____
 Date _____

CREDIT

Code Account Amount
(see attached sched.) _____
 Total _____
 Number 12

Dept	Dept	Dept	Acct	Proj			Source(s), notes
414	ASSESSOR & REAPPRAISAL	10541400	5354		40,138	-	CO#86077 - Lyles Data System Web Enabling Tax Office Data
414	ASSESSOR & REAPPRAISAL	10541400	5381		3,303	-	CO#66072 - Highland Mapping GEO Database integration
421	INFORMATION SYSTEMS	10542100	5354		3,281	-	PO#80849 - Oracle USA Inc, Oracle Software Support
421	INFORMATION SYSTEMS	10542100	5381		6,188	-	CO#86056 - Gimmel Group Inc, Document Imaging Consultant, Contract
421	INFORMATION SYSTEMS	10542100	5395		7,281	-	PO#70489 - Logical Advantage - Education/Training
421	INFORMATION SYSTEMS	10542109	5510		119,308	-	BOCC approved 3-10-2008 - roll for Gov Ctr phone switch upgrade (CMBA # 1)
421	INFORMATION SYSTEMS	10541400	5510		-	1,289	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10541500	5510		-	9,941	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1300	-	195	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1320	-	1,249	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1321	-	539	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1323	-	160	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1324	-	1,650	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1327	-	2,051	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1329	-	745	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1330	-	23	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1334	-	229	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1335	-	149	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1336	-	57	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1350	-	367	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1360	-	1,192	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4)
421	INFORMATION SYSTEMS	10551101	5510	1370	-	2,855	Project balance roll - ACD for Public Health and Tax Admin (CMBA # 4) = Total of \$22,670.00
422	GIS DEPARTMENT	10542200	5395		2,826	-	PO#70796 - ESRI Education
426	PROPERTY MANAGEMENT	10542620	5580		10,874	-	PO#80018 - CRS Building Systems- Marshville Library
426	PROPERTY MANAGEMENT	10542620	5580		12,771	-	PO#80127 - Protection Systems Tech. - FM-200 Suppression System for Camera Room
426	PROPERTY MANAGEMENT	10542620	5356		2,000	-	PO#80688 - H&S Paving - Speed hump across driveway at Garage
426	PROPERTY MANAGEMENT	10542620	5352		1,800	-	PO#80795 - Mechanical Systems & Services - Boiler Inspections Judicial and Gov Center
426	PROPERTY MANAGEMENT	10542620	5381		10,812	-	PO#80896 - Clark-Powell Associates Inc - Creston Programming and Training for Judicial Center
426	PROPERTY MANAGEMENT	10542620	5352		1,885	-	PO#81035 - Prime Power Services - Preventative Maintenance
426	PROPERTY MANAGEMENT	10542620	5352		6,370	-	PO#81081 - Mechanical Systems & Services - Programming Implementation Judicial Center
426	PROPERTY MANAGEMENT	10542620	5351		13,200	-	PO#81145 - MoManus Painting - Painting on UC Garage
431	LAW ENFORCEMENT	10543130	5212	1050	554	-	PO#80866 - Carolina Uniform - Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1050	907	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1053	1,310	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1055	452	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1056	50	-	PO#80866 - Carolina Uniform - Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1056	725	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1057	100	-	PO#80866 - Carolina Uniform - Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1057	721	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1060	313	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1063	1,642	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543130	5212	1063	40,000	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests (FY08 encumbrance on 5290)
431	LAW ENFORCEMENT	10543130	5265	1050	460	-	PO#81112 - BAJ Access Security
431	LAW ENFORCEMENT	10543130	5265	1050	3,430	-	PO#81118 - Dell Computer Corp - Data Processing Equipment
431	LAW ENFORCEMENT	10543130	5265	1064	-	96	Program balance roll for JAG Grant Program
431	LAW ENFORCEMENT	10543130	5290	1050	8,199	-	PO#80867 - Arrington Police Distribution - Shotguns
431	LAW ENFORCEMENT	10543130	5290	1050	3,381	-	PO#80869 - Arrington Police Distribution - Glock 21, W Glock Rails
431	LAW ENFORCEMENT	10543130	5290	1050	5,370	-	PO#81059 - Arrington Police Distribution - Ammunition
431	LAW ENFORCEMENT	10543130	5290	1050	4,800	-	PO#80921 - Beck's - K-9
431	LAW ENFORCEMENT	10543130	5290	1050	2,380	-	PO#81116 - Carolina Communications - Radios
431	LAW ENFORCEMENT	10543130	5290	1050	19,965	-	PO#80863 - Circuit Werks LLC - Vehicle Equipment Installs
431	LAW ENFORCEMENT	10543130	5290	1050	1,800	-	PO#81018 - Circuit Werks LLC - MDT Installs
431	LAW ENFORCEMENT	10543130	5290	1050	7,043	-	PO#81122 - Town Police Supply - Shotguns
431	LAW ENFORCEMENT	10543130	5290	1050	9,807	-	PO#81061 - Lawmen's Safety Supply - Ammunition
431	LAW ENFORCEMENT	10543130	5290	1050	1,275	-	PO#80855 - Leonard Building & Truck - CAB for Truck
431	LAW ENFORCEMENT	10543130	5290	1053	15	-	PO#80868 - Arrington Police Distribution - Ammunition
431	LAW ENFORCEMENT	10543130	5290	1053	1,500	-	PO#80863 - Circuit Werks LLC - Vehicle Equipment Installs
431	LAW ENFORCEMENT	10543130	5290	1053	77	-	PO#80857 - Lawmen's Safety Supply - Ammunition
431	LAW ENFORCEMENT	10543130	5290	1055	250	-	PO#80889 - Arrington Police Distribution - Ammunition
431	LAW ENFORCEMENT	10543130	5290	1056	3,370	-	PO#81116 - Carolina Communications - Radios
431	LAW ENFORCEMENT	10543130	5290	1058	-	962	Program balance roll for Alzheimer's Ankle/Wrist Bands

J:\Finance\BUDGET - AMENDMENTS-LISTS\2009 Next YFY08 CMBA - Co Mgr BAel\Roll from FY08 to FY09 Backup\ROLL FROM FY08 TO FY09 LIST n NOTES.xls
THE DETAIL

Dept	Dept	Dept.	Acct	Proj			Source(s), notes
431	LAW ENFORCEMENT	10543130	5395	1050	1,200	-	PO#80921 - Beck's - K-9
431	LAW ENFORCEMENT	10543135	5212		100	-	PO#80866 - Carolina Uniform - Ballistic Vests
431	LAW ENFORCEMENT	10543135	5212		710	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543135	5212		200	-	PO#81080 - Lawmen's Safety Supply- Ballistic Vests
431	LAW ENFORCEMENT	10543135	5290		1,000	-	PO#80868 - Arrington Police Distribution - Ammunition
431	LAW ENFORCEMENT	10543135	5290		475	-	PO#80863 - Circuit Werks LLC - Vehicle Equipment Installs
431	LAW ENFORCEMENT	10543135	5290		1,000	-	PO#80857 - Lawmen's Safety Supply - Ammunition
431	LAW ENFORCEMENT	10543135	5383	1080	12,561	-	CO#86040 - Maxim Staffing - Inmate Health Temporary Staffing Needs
431	LAW ENFORCEMENT	10543138	5212		100	-	PO#80866 - Carolina Uniform - Ballistic Vests
431	LAW ENFORCEMENT	10543138	5290		3,381	-	PO#80869 - Arrington Police Distribution - Glock 21, W/ Glock Rails
432	COMMUNICATIONS	10543200	5550		820,154	-	CO# 1529 - Sungard Contract, E-911 New CAD, RMS System
433	HOMELAND SECURITY	10543300	5239	1106	2,000	-	PO#80786 - Galls Inc - Medical Supplies for CERT Grant
433	HOMELAND SECURITY	10543300	5239	1106	-	6,236	Program balance roll for CERT Grant program (RE: Tamiflu/Pandemic Flu preparation)
433	HOMELAND SECURITY	10543300	5220	1106	-	234	Program balance roll for CERT Grant program (RE: Tamiflu/Pandemic Flu preparation)
433	HOMELAND SECURITY	10543300	5290	1106	-	1,603	Program balance roll for CERT Grant program (RE: Tamiflu/Pandemic Flu prep) = Total of \$8,072.84
434	FIRE SERVICES	10543400	5290		3,000	-	PO#81114 - Ross Industries- Fire Prevention Materials
491	PLANNING	10549100	5381		723	-	PO#48145 - Brough Law Firm for planning and development issue services
491	PLANNING	10549100	5381		92,673	-	CO#78020 - Clarion Associates for preparation of comprehensive land use plan
492	ECONOMIC DEVELOPMENT	10549200	5699		181,934	-	Multiple contracts - roll for Incentive Grants
495	COOPERATIVE EXTENSION	10549542	5395		-	1,248	Program Balance Roll for Cooperative Extension - 4H Fee programs
495	COOPERATIVE EXTENSION	10549543	5220		-	10,719	Program Balance Roll for Cooperative Extension - Administrative Fee programs
511	HEALTH (ALL)	10551151	5383	1353	-	24,014	Program Balance Roll for Public Health - Susan G Komen B.C. Grant program
511	HEALTH (ALL)	10551151	5121	13504	-	28,445	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5132	13504	-	700	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5134	13504	-	1,430	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5181	13504	-	2,206	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5182	13504	-	1,401	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5183	13504	-	5,319	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5187	13504	-	367	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5220	13504	-	922	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5232	13504	-	2,082	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5239	13504	-	5,000	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5260	13504	-	2,274	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5311	13504	-	927	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5325	13504	-	50	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5383	13504	-	4,000	Program Balance Roll for Public Health - Kate B Reynolds Grant program
511	HEALTH (ALL)	10551151	5397	13504	-	66	Program Balance Roll for Public Health - Kate B Reynolds Grant program = Total of \$55,189.27
511	HEALTH (ALL)	10551154	5381	1390	804	-	PO# 70426 - Advanced Imaging Systems services for Env. Health
511	HEALTH (ALL)	10551154	5381	1390	-	10,438	Project balance roll for Advanced Imaging Systems
511	HEALTH (ALL)	10551154	5212	1390	-	2,128	Project balance roll for employee shirts and jackets
511	HEALTH (ALL)	10551101	5354	1300	300	-	CO#86096 - QS-1 Data Systems - Pharmacy Software
511	HEALTH (ALL)	10551101	5354	1320	349	-	CO#86096 - QS-1 Data Systems - Pharmacy Software
511	HEALTH (ALL)	10551150	5354	1334	141	-	CO#86096 - QS-1 Data Systems - Pharmacy Software
511	HEALTH (ALL)	10551150	5354	1337	800	-	CO#86096 - QS-1 Data Systems - Pharmacy Software
511	HEALTH (ALL)	10551152	5354	13601	400	-	CO#86096 - QS-1 Data Systems - Pharmacy Software
520	MENTAL HEALTH	10552000	5920		-	174,041	Project balance roll for Mental Health
531	SOCIAL SERVICES	10553101	5399	1451	-	(4,448)	Program balance roll for DSS Donations program
531	SOCIAL SERVICES	10553101	5399	1451	-	2,050	Program balance roll for DSS Realtor's Association Donations program
531	SOCIAL SERVICES	10553101	5399	1452	-	41,648	Program balance roll for DSS Christmas Bureau Donations program
531	SOCIAL SERVICES (Revenue)	10453160	4445	1508	-	(13,500)	Program balance roll for DSS Special Children Adoption Fund program (FY08 BA # 52)
531	SOCIAL SERVICES	10553160	5399	1508	-	13,500	Program balance roll for DSS Special Children Adoption Fund program (FY08 BA # 52)
569	CHARLOTTE AREA TRANSPORTATION	10558900	5630		6,103	-	Roll funds for CATS CO#1674 (FY08 \$76815 less actual \$70712.04)
581	TRANSPORTATION	10558100	5212	1680	1,159	-	PO#81104 - Jeff Brown & Co. - Uniforms for Transportation Employees
581	TRANSPORTATION	10558100	5381	1680	1,780	-	PO#70767 - Routematch Software
581	TRANSPORTATION	10558100	5381	1680	506	-	PO#70651 - Routematch Software
581	TRANSPORTATION	10558100	5699	1680	10,000	-	CO#78057 - Anson County for Transportation Services
560	OTHER HUMAN SERVICES (MISC)	10556600	5920		-	25,000	Project balance roll for United Family Services (only to be paid if they request it)
573	JCPC-DISP. MINORITY (Revenue)	10457300	4310	1609	-	(6,552)	Program balance roll for Disproportionate Minority Co. to cover July-Sept revenue
573	JCPC-DISP. MINORITY	10557300	5260	1609	-	1,055	Program balance roll for Disproportionate Minority Co. to cover July-Sept expenses
573	JCPC-DISP. MINORITY	10557300	5311	1609	-	5,075	Program balance roll for Disproportionate Minority Co. to cover July-Sept expenses
573	JCPC-DISP. MINORITY	10557300	5312	1609	-	421	Program balance roll for Disproportionate Minority Co. to cover July-Sept expenses = Net of zero

J:\Finance\BUDGET - AMENDMENTS-41182009 Next Year FY09 CMBAs - Co Mgr BA#Roll from FY06 to FY09 Backup
ROLL FROM FY06 TO FY09 LIST n NOTES.xls
THE DETAIL

12/6/2008 - 10:48 AM

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2 of 3

Dept	Dept	Depart	Acct	Proj				Source(s), notes
611	LIBRARY	10561100	5232	1801	-	-	628	Program balance roll for Library Memorials program
611	LIBRARY	10561100	5920	1801	-	-	2,500	Program balance roll for Library Memorials program = Total of \$3,128.29
613	PARKS & RECREATION	10561301	5570		-	53,607	-	Project balance roll for repairs needed to CCP spillway and riser. Project to be done - 11-01-2008.
613	PARKS & RECREATION	10561301	5699		11,800	-	-	CO# 857 - roll for final pymt to Catawba LC and "endangered flower" conservation project signage
613	PARKS & RECREATION	10561301	5920		-	125,000	-	Project balance roll for Union Academy Recreation improvements
613	PARKS & RECREATION	10561372	5550		9,504	-	-	PO#81143 - Smith Turf and Irrigation - Turf Equipment for FKP
613	PARKS & RECREATION	10561372	5570		37,242	-	-	BOCC approved 5-19-2008 - roll for FKP sidewalks
613	PARKS & RECREATION	10561372	5580		14,500	-	-	PO#81075 - Enwood Structures - Shelters at FKP
613	PARKS & RECREATION	10561372	5580		22,500	-	-	BOCC approved 5-19-2008 - roll for FKP shelters' construction
613	PARKS & RECREATION	10561372	5699		53,385	-	-	CO#1825 - Wesley Chapel/Weddington AA roll to cover 2006 pending Athletic Assoc Grant
613	PARKS & RECREATION	10561372	5699		36,043	-	-	CO#2105 - Village of Marvin - roll to cover pending Community Recreation Grant (BOCC 6-19-2008)
613	PARKS & RECREATION	10561372	5699		5,387	-	-	CO#2104 - Town of Wingate - roll to cover pending Community Recreation Grant (BOCC 6-19-2008)
613	PARKS & RECREATION	10561372	5699		8,570	-	-	CO#2078 - Town of Marshville - roll to cover Community Recreation Grant (BOCC 6-19-2008)
613	PARKS & RECREATION	10561374	5550		75,923	-	-	PO#81143 - Smith Turf and Irrigation - Turf Equipment for JHP
615	HISTORICAL PROPERTIES	10561500	5381		-	50,000	-	Project balance roll for Museum Study Project (CMBA # 2)
					1,780,518	462,885	142,678	
					1,780,518		605,563	<<<<< Fund balance category amounts.
							2,366,081	
Dept	Dept	Depart	Acct	Proj				Source(s), notes
711	WATER & SEWER	61511100	5370		23,550	-	-	CO#86095 - The Waters Consulting Group - Recruitment of PW Director
711	WATER & SEWER	61511101	5381		500	-	-	PO#70845 - Technologies Edge - Software Upgrade to North Star
711	WATER & SEWER	61511103	5381		8,200	-	-	PO#90666 - Harris Computer Systems - Data Processing Equipment
711	WATER & SEWER	61531100	5356		3,563	-	-	PO#90297 - Miller Supply Company - Water Meters
711	WATER & SEWER	61531100	5381		38,189	-	-	CO#86100 - HDR Engineering - Water Allocation Review and Policy Development
711	WATER & SEWER	61531100	5381		3,500	-	-	PO#80877 - H&S Paving - Asphalt Patching
711	WATER & SEWER	61521100	5381		1,665	-	-	PO#80590 - Logical Advantage - Utility Locate Web Program
711	WATER & SEWER	61531100	5381		1,665	-	-	PO#80590 - Logical Advantage - Utility Locate Web Program
711	WATER & SEWER	61531100	5540		23,361	-	-	PO#80915 - Bobby Murray Chevrolet - Silverado 1500
711	WATER & SEWER	61531100	5540		6,880	-	-	PO#81125 - Whitely Motor Company - Service Body for Truck
711	WATER & SEWER	61522210	5352		3,554	-	-	PO#81039 - Siemens Water Technology - Inboard Bearing Rotor Shaft
711	WATER & SEWER	61521100	5381		3,112	-	-	CO#78077 - Camp Dresser & McGee - Wastewater Resources Modeling
711	WATER & SEWER	61522215	5381		2,450	-	-	CO#88036 - Hydrostructures - Poplin Rd Pump Station Flow
711	WATER & SEWER	61522210	5381		2,450	-	-	CO#88036 - Hydrostructures - Poplin Rd Pump Station Flow
711	WATER & SEWER	61511104	5381		58,647	-	-	CO#86081 - Hazen & Sawyer - Pump Station Design Manual
711	WATER & SEWER	61511104	5381		15,000	-	-	CO#86089 - Camp Dresser & McGee Wastewater Modeling
711	WATER & SEWER	61522115	5381		18,915	-	-	CO#86093 - Hazen & Sawyer - Update 12ML & CC Stormwater Plans
711	WATER & SEWER	61522210	5381		18,915	-	-	CO#86093 - Hazen & Sawyer - Update 12ML & CC Stormwater Plans
711	WATER & SEWER	61521310	5381		14,513	-	-	CO#86099 - Brown & Caldwell - Wastewater Force Main Prioritization
711	WATER & SEWER	61521100	5550		20,524	-	-	PO#81111 - Rodders & Jet Supply - Mongoose Jet Machine -
					269,153	-	-	
					269,153		-	<<<<< Fund balance category amounts.
							269,153	
Dept	Dept	Depart	Acct	Proj				Source(s), notes
472	SOLID WASTE	66547281	5381		6,962	-	-	CO#86038 - S&ME, inc - Regulatory Permitting Required for Continued C&D Landfill Operations
472	SOLID WASTE	66547281	5381		6,550	-	-	CO#86090 - S&ME, inc - Alternative Source Demonstration - TO#16a
					13,512	-	-	
					13,512		-	<<<<< Fund balance category amounts.
							13,512	
Dept	Dept	Depart	Acct	Proj				Source(s), notes
491	PLANNING	68549101	5381		7,201	-	-	CO#86022 HDR Engineering Stormwater and Flood Study 2008
491	PLANNING	68549101	5381		15,000	-	-	CO#86091 HDR Engineering assistance with Stormwater Ordinance
					22,201	-	-	
					22,201		-	<<<<< Fund balance category amounts.
							22,201	

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/15/08

Action Agenda Item No. 16a
(Central Admin. use only)

SUBJECT: Request to Apply/Approval of 2009 Park and Recreation Trust Fund
(PARTF) Grant

DEPARTMENT: Parks and Recreation **PUBLIC HEARING:** No

ATTACHMENT(S):
A) Proposed Project Costs Sheet
B) Bridge (U.C. Project) Phase I, and
 J.H.P. Passive Area Phase II Map
C) J.H.P. Passive Area Phase III Map
D) Completed Built-out Map

INFORMATION CONTACT:
Wanda Smith, Director

TELEPHONE NUMBERS:
704-843-4367

DEPARTMENT'S RECOMMENDED ACTION: Authorize Parks and Recreation to apply for the 2009 PARTF Grant, requesting \$500,000 in grant funds from the State, and a match by Union County in the amount (not to exceed) \$671,685, for Phase III development of the Passive Area at Jesse Helms Park. Authorize County Manager to execute upon completion the application and the contract if awarded.

BACKGROUND: In the 2008 budget, Union County approved \$500,000 for the design and development of a Bridge over Lynches Creek into Jesse Helms Park. Staff is in the process of reviewing plans provided by our consultant for this project. The bridge must be completed in order to permit development of the Passive Area at Jesse Helms Park to begin. There is currently no access into Jesse Helms Park Passive Area at this time.

Once the bridge plans have been approved, Phase II planning of the Passive Area will begin. Phase II of the Passive Area is funded by the award of a 2008 PARTF Grant in the amount of \$500,000 and a match by Union County in the amount of \$611,963.

If the application for Phase III Passive Area is authorized by the BOCC and if awarded by the State to Union County, the planning for Phase III can be completed at the same time that Phase II planning is being completed.

The Parks and Recreation Advisory Committee voted unanimously to recommend to the BOCC that Parks and Recreation be authorized to apply for the 2009 PARTF Grant. The project elements and dollars projected are provided on the Project Costs sheet attached.

"A"

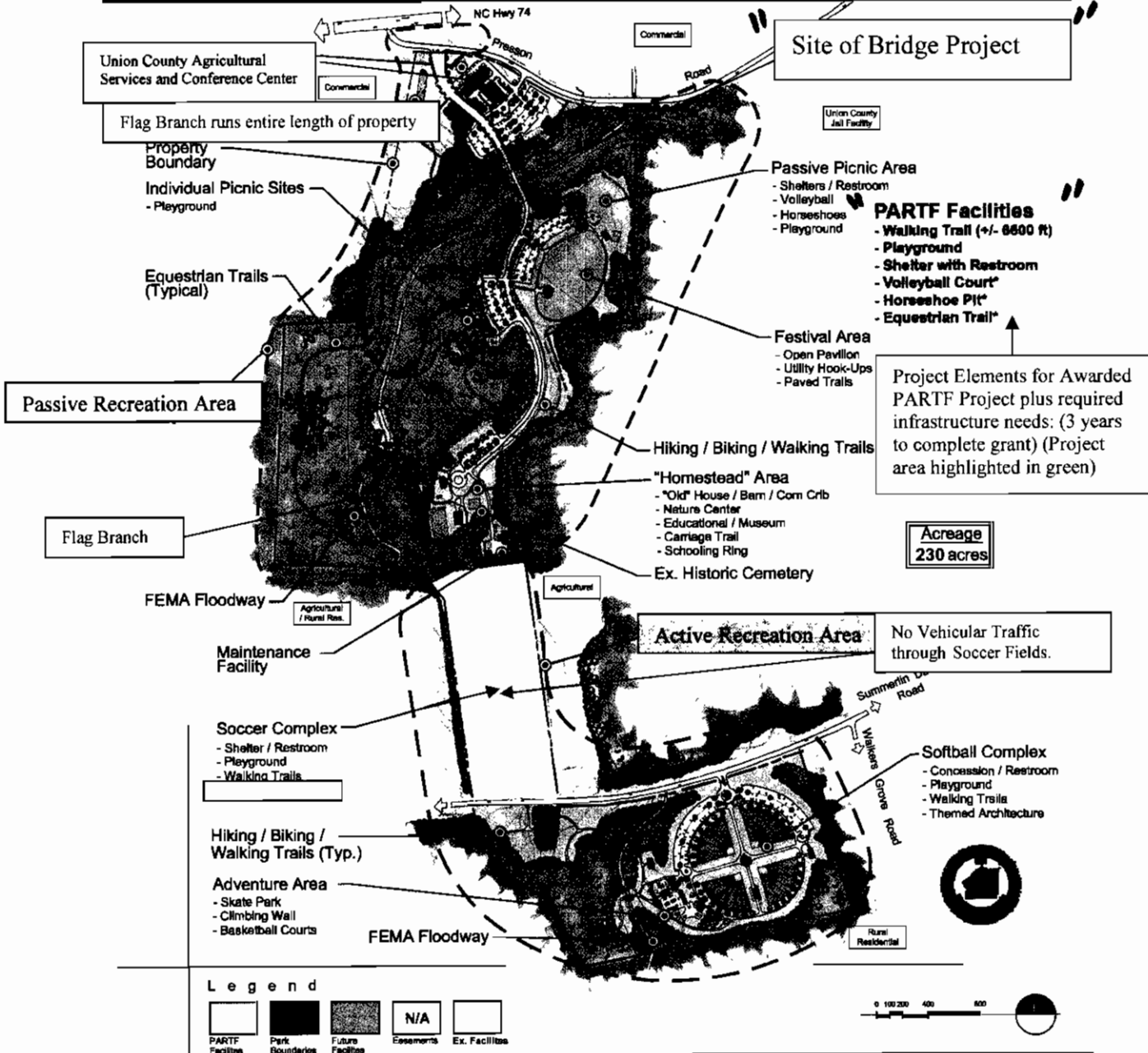
**Project Costs
UNION COUNTY
Jesse Helms Park Passive Area Phase III
December 2008**

<u>Project Elements (Include specific units - size, numbers, lengths, etc. - for each item.)</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Item Cost</u>
Clearing	1	AC	\$3,693.00	\$3,693.00
Grading and Erosion Control	4,500	CY	\$3.80	\$ 17,100.00
Fine Grading	38,080	SY	\$2.50	\$95,200.00
Asphalt Trails	850	SY	\$21.00	\$17,850.00
"Rural" Fence	500	LF	\$27.00	\$13,500.00
Shelters (2 kits est. 24x36 plus installation)	2	ea.	\$67,470.00	\$134,940.00
Open Pavilion*	1	LS	\$67,600.00	\$67,600.00
Climbing Wall*	1	LS	\$70,000.00	\$70,000.00
Game Court*	1	LS	\$30,000.00	\$30,000.00
Water Feature	2	ea.	\$4,324.00	\$8,648.00
Concrete Plaza	17,700	SF	\$4.30	\$76,110.00
Asphalt Parking Paving	5,500	SY	\$21.00	\$115,500.00
Asphalt Road Paving	2,550	SY	\$21.00	\$53,550.00
Grass Seeding	9	AC	\$3,700.00	\$33,300.00
Site Amenities (benches, trashcans, etc.)	1	LS	\$9,800.00	\$9,800.00
Signage (Main Entrance and Park Info.)	1	LS	\$81,332.00	\$81,332.00
Water Service	1	LS	\$51,200.00	\$51,200.00
Fire Hydrant Assembly	1	LS	\$4,425.00	\$4,425.00
Septic Service	1	LS	\$53,600.00	\$53,600.00
Elec/Area Lighting by Local Power Company		N/A		N/A
	sub-total			\$937,348.00
				5% Contingency \$46,867.40
				20% Planning \$187,469.60
				TOTAL PROJECT COSTS \$1,171,685.00
				TOTAL PARTF GRANT REQUEST \$500,000.00
				TOTAL LOCAL MATCH \$671,685.00

* Denotes new recreational facilities and areas

"B"

2008 PARTF SITE PLAN FOR JESSE HELMS PARK (PASSIVE AREA) PHASE II UNION COUNTY, NORTH CAROLINA

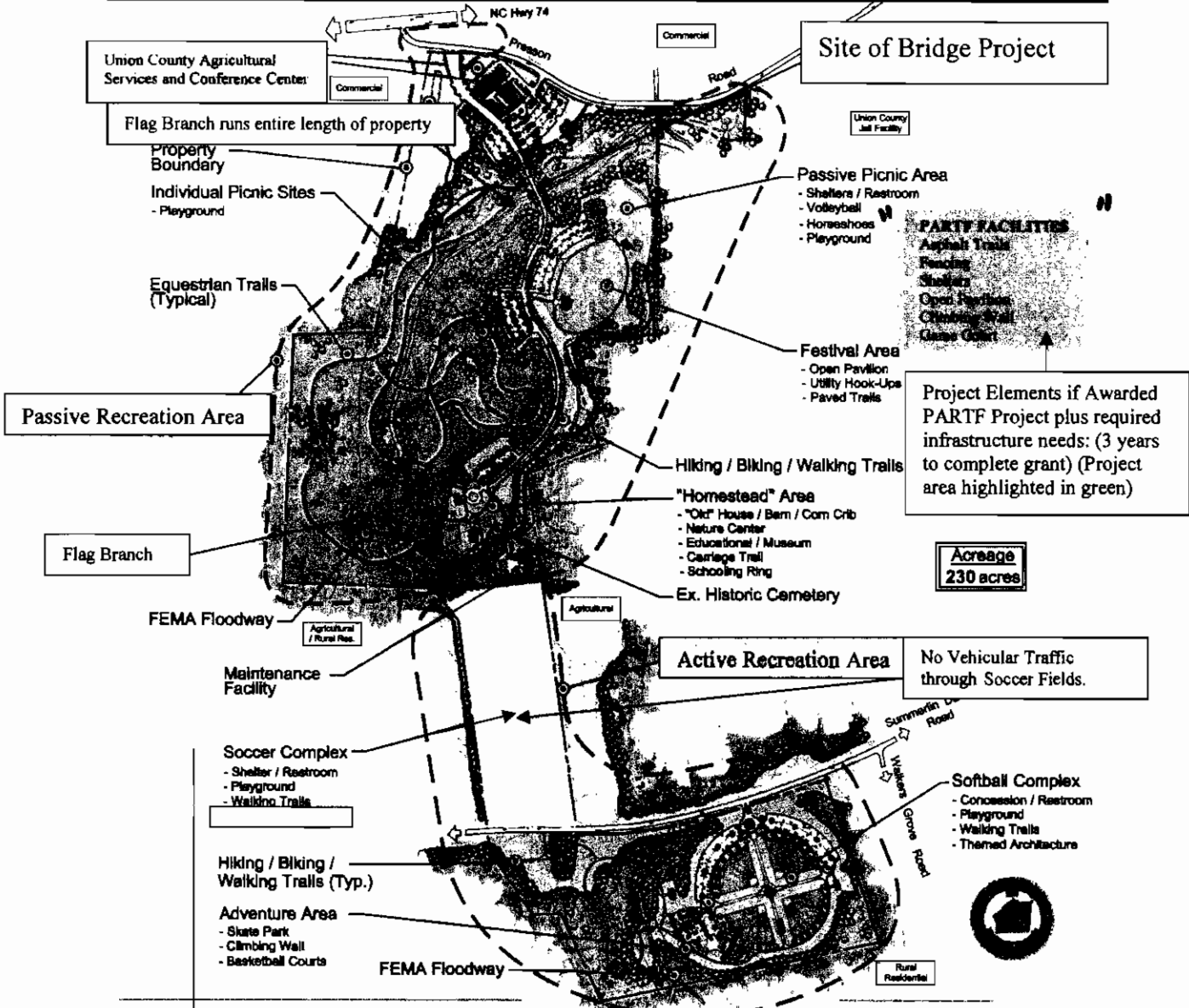


Cost Estimates for Jesse Helms Park (Passive Area) Phase II
 Union County
 December 6, 2007

Project Elements	Quantity	Unit	Unit Cost	Total Item Cost
Open Festival Area Costs*				
Clearing	3	AC	\$3,330.00	\$9,990
Grading and Erosion Control	12000	CY	\$3.40	\$40,800
Fine Grading	20000	SY	\$2.25	\$45,000
Misc. Storm Drainage	1	LS	\$16,630.00	\$16,630
Asphalt Trails (1/2 mile)	2400	SY	\$18.90	\$45,360
Grass Seeding	5	AC	\$3,330.00	\$16,650
Landscaping	1	LS	\$27,720.00	\$27,720
Horse Shoe Court *	1	LS	\$4,160.00	\$4,160
Volleyball Court *	1	LS	\$8,065.00	\$8,065
Playground Equipment and Surfacing	1	LS	\$83,155.00	\$83,155
Required Infrastructure for Above				
Shelter with Restroom	1	LS	\$299,355.00	\$299,355
Water Feature	1	EA	\$3,900.00	\$3,900
Concrete Walks	5,000	SF	\$3.90	\$19,500
Asphalt Parking Paving (75 Cars)	2500	SY	\$18.90	\$47,250
Concrete Curb and Gutting	260	LF	\$13.45	\$3,497
Asphalt Road Paving	2800	SY	\$18.90	\$52,920
Signage	1	LS	\$5,545.00	\$5,545
Gate	1	EA	\$1,695.00	\$1,695
Water Service	1	LS	\$28,830.00	\$28,830
Fire Hydrant Assembly	1	EA	\$3,990.00	\$3,990
Septic Service	1	LS	\$30,000	\$30,000
Trail System				
Layout and Material for Equestrian Trails	1	LS	\$6,650.00	\$6,650
Nature Trails (3/4)	2665	SY	\$14.50	\$38,643
Clearing	2	AC	\$3,330.00	\$6,660
Grading/Erosion Control	2000	CY	\$4.45	\$8,900
Footbridges	3	EA	\$13,310.00	\$39,930
Trail System Drainage	1	LS	\$16,630.00	\$16,630
Pedestrian Bridge	1	LS	\$55,500.00	\$55,500
Cost to Develop the Project				\$966,925
Planning Cost (NTE 10% of Cost to Develop)				\$96,692
Contingency (NTE 5% of Cost to Develop)				\$48,346
			Total for the Project	\$1,111,963
			Total PARTF Grant Request	\$500,000

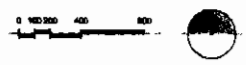
"C"

2009 PARTF SITE PLAN FOR JESSE HELMS PARK (PASSIVE AREA) PHASE III UNION COUNTY, NORTH CAROLINA

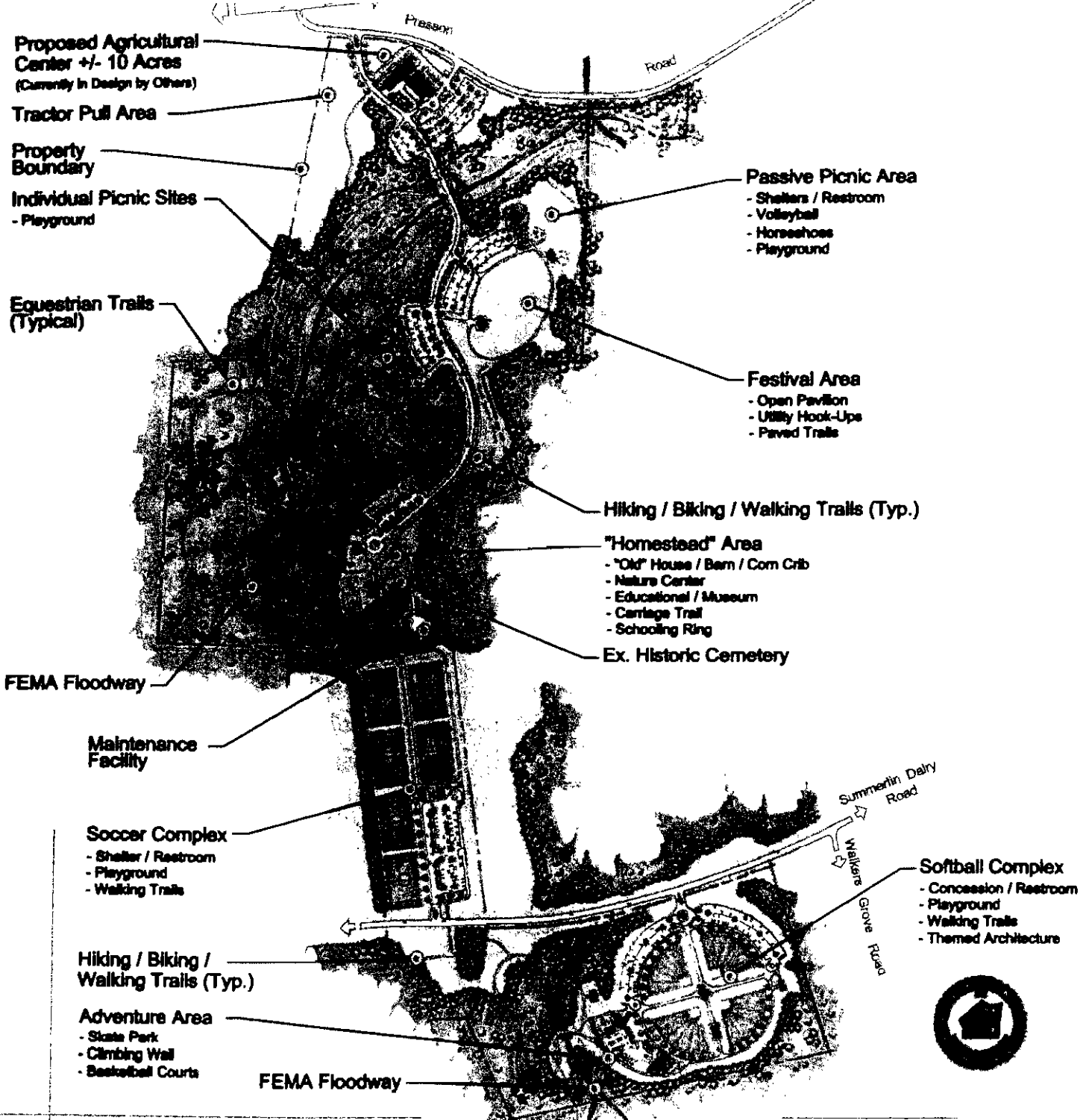


Legend

PARTF Facilities	Park Boundaries	Future Facilities	N/A	Ex. Facilities

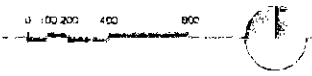


Proposed Build-Out of Jesse Helms Park Union County, North Carolina



Legend

- 
proposed structures
- 
roadway
- 
parking
- 
walking trail
- 
equestrian trail
- 
stream
- 
vegetation



AGENDA ITEM
17a(1)
MEETING DATE 12-15-08

RESOLUTION TO EXEMPT PARTICULAR PROJECTS FROM THE COMPETITIVE
PROPOSAL ENGINEERING PROVISIONS OF G.S. § 143-64.31

WHEREAS, pursuant to G.S. § 143-64.31, it is general public policy to procure professional engineering services through public announcement of the service requirements and selection of an engineer on the basis of qualifications; and

WHEREAS, pursuant to G.S. § 143-64.32, the Board of Commissioners in its sole discretion may exempt projects from this procedure upon stating the reasons for exemption and the circumstances attendant thereto; and

WHEREAS, Union County desires to engage Hazen and Sawyer, P.C. (“Hazen and Sawyer”) for the purpose of performing the construction administration services, construction observation services, start-up services, and specialty subconsultant services described in the proposed Task Order # 21 (Twelve Mile Creek WWTP Plant Reliability Improvements Construction Management Services), and the proposed Task Order # 22 (Twelve Mile Creek WWTP Odor Control Improvements Construction Management Services), which services and attendant deliverables are hereinafter referred to as the “Projects”; and

WHEREAS, the Projects entail a substantial engineering component; and

WHEREAS, Union County desires to exempt the Projects from the statutory qualifications procedure and engage Hazen and Sawyer, because Hazen & Sawyer was the design professional for the Projects and it is believed that to engage another engineer at this stage could be disruptive to the construction, and potentially more expensive and time-consuming.

NOW, THEREFORE BE IT RESOLVED that pursuant to G.S. § 143-64.32(a) the Union County Board of Commissioners does hereby exempt the Projects from the competitive proposal provisions of G.S. § 143-64.31, for the reasons stated above.

This resolution is adopted this the 15th day of December, 2008.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 17a(2)
(Central Admin. use only)

SUBJECT: Contract Administration and Construction Inspection - Twelve Mile Creek
WWTP Reliability Improvements

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

ATTACHMENT(S):
Hazen & Sawyer proposed Task
Order No. 21

INFORMATION CONTACT:
Mark Tye, UCPW Asst. Director,
Wastewater & Solid Waste

TELEPHONE NUMBERS:
704 296-4215

DEPARTMENT'S RECOMMENDED ACTION: Approve Hazen & Sawyer Task Order No. 21 as submitted.

BACKGROUND: The Twelve Mile Creek Wastewater Treatment Plant (WWTP) is subject to stringent National Pollutant Discharge Elimination System NPDES discharge limits. This project will improve the reliability of the treatment plant to consistently meet the stringent limits placed upon the facility by the North Carolina Division of Water Quality.

During the recent expansion of the facility it was discovered that a lot of the underground conduit was severely corroded. The conduit is needed to protect high voltage power wires as well as control and communication lines. These wires and lines are essential for WWTP operations. This project includes the replacement of severely corroded electrical conduit and wire replacement where needed.

The project also includes a chemical feed system. Chemical addition is required to supplement the biological process that removes phosphorous from the wastewater. Phosphorous removal is required by permit. As wastewater flows increase phosphorous removal efficiency must also increase.

This project also includes the replacement of unrepairable solids (sludge) handling equipment. Sludge is a byproduct of the biological treatment process. Adequate sludge processing and storage is critical for optimum WWTP performance. Existing equipment is no longer repairable and requires replacement.

Estimated construction time for this project is 12 months. Hickory Construction was accepted as the low bid contractor for this project by the Commissioners at the September 15, 2008 meeting, for a construction bid of \$3,118,500. Hazen & Sawyer, the design engineer, will assist

UCPW with project oversight upon execution of proposed Task Order No. 21.

FINANCIAL IMPACT: This project is part of the approved 2007-2011 Capital Improvement Plan. Funding for the project and associated engineering is currently available in the CIP fund. The cost of the Contract Administration and Inspection Services for this project is \$230,255.00.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 174(3)
(Central Admin. use only)

SUBJECT: Contract Administration & Construction Inspection - Twelve Mile Creek
WWTP Odor Control

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
-Hazen & Sawyer proposed Task
Order No. 22

INFORMATION CONTACT:
Mark Tye, UCPW Asst. Director,
Wastewater & Solid Waste

TELEPHONE NUMBERS:
704 296-4215

DEPARTMENT'S RECOMMENDED ACTION: Approve Hazen & Sawyer Task Order No. 22 as submitted.

BACKGROUND: The Twelve Mile Creek Wastewater Treatment Plant was placed in service in December 1997. At that time the facility was situated on approximately 250 acres and was relatively isolated. The County made the decision to sell all but approximately 80 acres that the facility currently sits on. The property (buffer) that was sold was quickly developed. The WWTP is now in close proximity to homes and light retail (in some instance only about 100 yards). The wastewater treatment plant is often associated with undesirable odors in the area. Numerous complaints from area neighborhoods are on file, dating back to mid-2006. This project consists of "capping" four tanks that are most prone to generate offensive odors with aluminum covers. Foul air from the tanks will be withdrawn and will pass through "scrubbing" units before it is released to the atmosphere.

This project will significantly reduce odor issues associated with the WWTP. This project does not provide a 100% guarantee that the WWTP will be completely odor free for the life of the facility.

Estimated construction time for this project is approximately 12 months. Hickory Construction was accepted as the low bid contractor for this project by the Commissioners at the September 15, 2008 meeting, for a construction bid of \$4,795,350. Hazen & Sawyer, the design engineer, will assist UCPW with project oversight upon execution of proposed Task Order No. 22.

FINANCIAL IMPACT: This project is part of the approved 2007-2011 Capital Improvement Plan. Funding for the project and associated engineering is currently available in the CIP fund.

The cost for Contract Administration and Inspection Services for this project is \$267,030.00.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

AGENDA ITEM

• 176

MEETING DATE 12/15/08

**Purpose Statement
Yadkin-Pee Dee Water Resources Association**

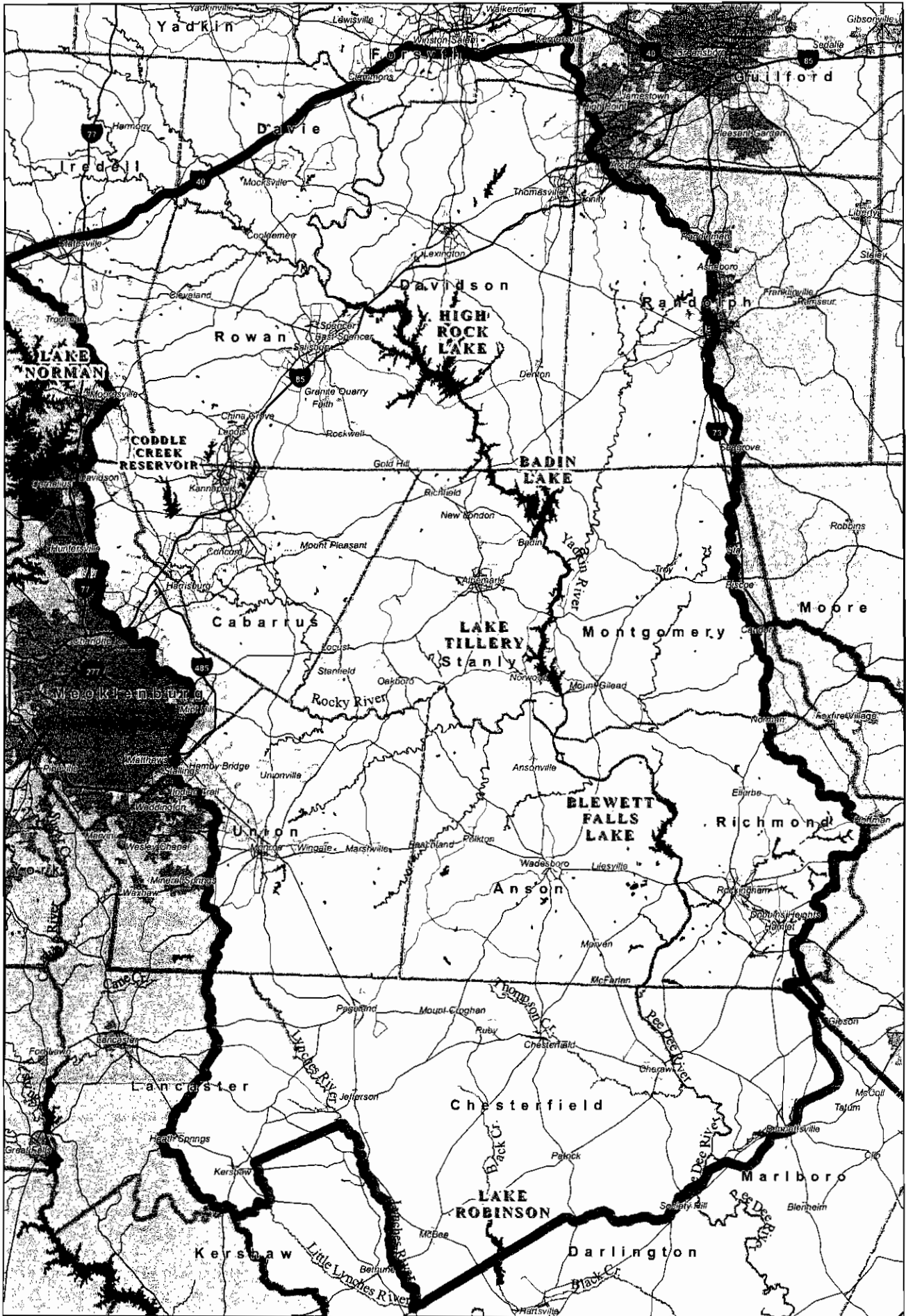
Whereas the members of the YPDWRA all have a vested interest in the stewardship, utilization, management, and protection of the water resources in the Yadkin-Pee Dee Basin, and

Whereas the economic, social, and environmental sustainability of the Yadkin-Pee Dee Basin is dependent upon an acknowledgement of the need for regional cooperation throughout the Basin, and

Whereas long term water supply to the region requires a Basinwide approach to water resources planning and accompanying collaboration

Now therefore be it resolved by the Association members that:

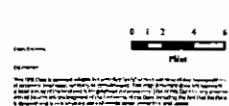
1. Association members will collectively share information and knowledge to promote a better understanding of the Basin and the facilities by which water is supplied in the Basin.
2. Association members will collaborate to seek more assistance from State and Federal regulatory agencies and to speak with a united voice to legal, regulatory and other matters of common interest to the members.
3. Association members will work collectively to obtain funding and regulatory assistance to more fully characterize the water resources of the Basin.
4. Association members will work collaboratively to identify, develop, manage, and utilize the water resources of the Basin to effectively meet the water supply demands of the population and businesses located in the Basin.
5. Association members will meet regularly and work to identify major water supply issues, identify major threats to the water resources of the Basin and seek to find and implement protection against such threats, and to promote the economic vitality of the Basin by determining how best to manage, share, and distribute water to the region.
6. Association members will work collaboratively with the members of the Yadkin-Pee Dee River Basin Association, some of which are also members of this Association.



Legend

- Municipality
- County Boundary
- Lake/Flood
- Basin Boundary
- Interstate
- Major Road
- Major Stream

Yadkin-Pee Dee Water Resources Association
Regional Map
 North and South Carolina



Land Surveying

AGENDA ITEM

● 17c
MEETING DATE 12/15/08

December 1, 2008

Dr. Charles H. Peterson
Chairman
Water Quality Committee
NC Environmental Management Committee
1617 Mail Service Center
Raleigh NC 27699-1617

Re: Yadkin-Pee Dee River Basin Plan – 2008

Chairman Peterson:

While the official public comment period for review of the Yadkin-Pee Dee River Basin Plan – 2008 has ended, in view of the Committee's pending action on approval of the Plan, we believe there are several additional recommendations that should accompany the plan's adoption that are not currently included in the Draft Plan.

1. One of the most significant potential actions that will affect this Basin is the issuance of the new 50 year license to Alcoa for the Yadkin Project. This issue is not addressed in the Plan while the issues related to the license including water quality concerns and water quantity controls potentially relegated to Alcoa are significant to the present and future water systems dependent on the Yadkin for supply. It is strongly recommended that the pending action by NCDWQ on the 401 Water Quality Certification and the conclusion and recommendations in the Plan be coordinated.
2. A regional water resources collaboration has recently began in the Basin as the informal Yadkin-Pee Dee Water Resources Association whose members are water supply system operators in the Basin whose purpose includes among other efforts the following:
 - Association members will work collaboratively to identify, develop, manage, and utilize the water resources of the Basin to effectively meet the water supply demands of the population and businesses located in the Basin.
 - Association members will meet regularly and work to identify major water supply issues, identify major threats to the water resources of the Basin and seek to find and implement protection against such threats, and to promote the economic vitality of the Basin by determining how best to manage, share, and distribute water to the region.

Given that the Basin Plan is a five year plan the members strongly believe that the plan should recommend that NCDWR conduct such studies as necessary to determine the "minimum safe yield" of the Yadkin Basin for the purposes of assessing the ability of the

Basin to meet the projected water demands of 400 million gallons per day as noted in the Plan.

3. It is also recommended that the Plan acknowledge the existence of the new "Drought Bill" HB2499, and with respect to the work of the State Water Infrastructure Commission as an outcome of the Bill, include supporting recommendations to that adopted by the Commission for the development of regional infrastructure partnerships for water supply.

Your attention to these comments is greatly appreciated.

Very truly yours,

DRAFT

AGENDA ITEM

17d
MEETING DATE 12/15/08

December 1, 2008

Mr. John Dorney
Division of Water Quality
Wetland/401 Unit
1621 Mail Service Center
Raleigh, NC 27604-2060

Re: 401 Water Quality Certification
Yadkin Hydroelectric Project

Dear Mr. Dorney:

As an operator of a public water supply system in the Yadkin-Pee Dee Basin the following comments are submitted for the record in the matter of the Division's consideration of an application for a 401 Water Quality Certification for the Yadkin Hydroelectric Project. It is understood that obtaining issuance of 401 Water Quality Certification is a prerequisite to issuance of the FERC license to Yadkin, Inc., wholly owned subsidiary of Alcoa. The "Brief of Stanly County" before the NC Environmental Review Commission in this matter and the "Review of Data and Proposals Regarding Water Quality in Badin Lake, NC – Risks and Dam or Hydropower Operations," by John H. Rodgers, Jr., PhD, dated April 29, 2008, served as reference in the preparation of these comments.

1. As noted in the Yadkin-Pee Dee River Basin Plan 2008 by NCDWQ, the Yadkin-Pee Dee Basin is the second largest basin in North Carolina covering approximately 7,213 square miles. Approximately 33% of the lakes and reservoirs are reported to be impaired. There are 79 public water supply systems in the Basin with "Local Water Supply Plans." By 2050 the projected water demand for the Basin is expected to exceed 400 million gallons per day. The "Source Basin" for 33 of these systems is listed as either the Yadkin River or South Yadkin River.
2. It is clear that the water suppliers in the future will depend heavily on the Yadkin River as a water supply source and its protection, conservation, and equitable use will be essentially for the health and economic vitality of the Basin.
3. The experience of this region with recent drought conditions and passage of "An Act to Improve Drought Preparedness and Response in North Carolina," as recommended by the Environmental Review Commission HB2499, leads to new, intense action toward the provision of adequate public water supplies and emphasizes the importance of thorough review of the Alcoa 401 Application by NCDWQ and any modifications or management of stream flows in the Yadkin by Alcoa.

4. The dependence on the Yadkin as a water supply source by communities downstream of the Alcoa licensed facility requires a thorough, comprehensive review of potential, negative downstream water quality impacts of the Yadkin Project's issuance of a 401 Water Quality Certification especially in view of the extensive data, highlighted and reviewed by Dr. Rodgers and his assessment of the water quality issues.
5. As a participant in a new, informal regional working collaboration, the "Yadkin-Pee Dee Water Resources Association," we endorse the mutual concern of water purveyors in the Basin that no action be taken by NCDWQ that in any way reduces, encumbers, or prevents the reasonable and legal use of the waters of the Yadkin as a regional source for potable water supply.
6. The NCDWQ prior to the final consideration of the issuance of the 401 Water Quality Certification request a specific study be conducted by the Division of Water Resources to determine the "minimum safe yield" of the Yadkin Basin and that any action or recommendations take into account the implications of the minimum safe yield determination on the conditions imposed on the potential new Alcoa operating license.

Your attention to these concerns is greatly appreciated.

Very truly yours,

DRAFT



UNION COUNTY PUBLIC WORKS

Scott Huneycutt, P.E., Interim Director

AGENDA ITEM

18
MEETING DATE 12/15/08

Date: Dec. 4, 2008

To: Al Green, County Manager

From: Scott Huneycutt, Interim Public Works Director *SH*

RE: One-Day vs. Two-Day Irrigation

With HDR and staffs input and help the following information concerning One Day vs. Two Day Watering is provided for your review and approval.

The CW-DMAG decision on Nov. 24th was to allow watering 2-days per week beyond November 30, 2008, and to remain flexible not to set a termination date on this decision, which provides Union County Public Works the opportunity to allow your customers to begin outdoor irrigation 2-days per week. As you are aware, irrigation schedules and frequencies was an important foundation of the recently adopted Water Allocation Policy. In general, the Water Allocation Policy provides guidance in these three key areas:

- Allows the County Manager to restrict watering to 1-day per week (or even eliminate outdoor irrigation) if water treatment capacity is exceeded or hydraulic challenges in the distribution system occur.
- Prioritizes on-going and future development projects for water allocation.
- Limits future proposed development projects until additional water treatment capacity is provided.

Since the Water Allocation Policy has laid this foundation, it seems appropriate for Union County to allow (in parallel with the CW-DMAG members) outdoor irrigation to 2-days per week at this time. Further, it is our recommendation that the 2-day a week outdoor irrigation program include 1-day for each customer on the weekdays and 1-day for each customer either on Saturday or Sunday. After reviewing all possible options we hereby recommend the following irrigation schedule: Leave the existing 1-day a week schedule spread over 5 days as is and allow Saturday as the second day of irrigation for Monday and Wednesday people. The Tuesday, Thursday and Friday people would be allowed to irrigate on Sunday as their second day.

As we move forward, careful tracking of water use data is needed especially as we move into the spring and summer of 2009. Finally, if the adjustment is made to 2-days per week outdoor irrigation, we recommend communicating the potential 'temporary' nature of this approach to our customers and emphasize the importance of wise water use so as to extend this opportunity further into the future.

The following results are likely:

- Outdoor irrigation demand through the winter months is not likely to present any treatment capacity or hydraulic issues.

- Customers will understand this revised irrigation schedule (1 weekday, 1 weekend day) better than adjusting the irrigation schedule further; and more importantly, this approach will allow the County Manager and UCPW staff to move back to 1-day per week (spread over 5-days) much easier.

- Should capacity or hydraulic issues arise as we move into the spring season; the water allocation policy allows a quick return to the 1-day per week schedule.

- Usage next spring and summer will be reduced by the revised water rate structure recently implemented, the natural tendency of homeowners to take some time returning to historical usage after restrictions have been in place, and slower development resulting from current economic conditions.

- This approach should help with the overall public education program as customers realize the importance of using water more efficiently to extend this 2-day per week opportunity.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 20a6b

(Central Admin. use only)

SUBJECT: Attachment Agreement with TEI Ventures "WildFire Connections"

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

ATTACHMENT(S):
(i) Proposed agreement, attached
(ii) Resolution to lease for a period of
10 years

INFORMATION CONTACT:
Matthew Delk, Asst. Manager
Carl Lucas, Information Systems
Jeff Crook, Staff Attorney

TELEPHONE NUMBERS:
(Delk) 704-283-3656
(Lucas) 704-283-2520
(Crook) 704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Adopt Resolution and authorize Manager to approve and execute lease documents

BACKGROUND: The City of Monroe approved agreements with Wildfire Connections to allow Wildfire to attach communications apparatus to various City facilities and utility poles in order to provide a subscription Wi-Fi service to Monroe citizens. In exchange for this agreement and an advertising commitment from the City, Wildfire agreed to build and operate a free Wi-Fi service that will be accessible to citizens in the outside areas of Downtown Monroe, effectively turning downtown Monroe into a free "Wi-Fi Hot Spot." In order to logistically make the project work, the City asked the County to allow WildFire to have access to the roof of the 9-story County Government Building.

The County negotiated an agreement with Wildfire where they will lease space on the building roof, in exchange for installing and servicing connections to serve the Agri-Services Center and Jesse Helms Park. We estimate that the access to the rooftop for this purpose is worth approximately \$500 per month. In exchange for this access, the Company agreed to install and maintain radio transmitters in three locations to serve the Agri-Services Center and Jesse Helms Park with a 20 Mbps backbone, a 10 Mbps connection to the Agri-Services Center and a 10 Mbps connection to the Jesse Helms Park. We currently serve the Agri-Services Center with a 10 Mbps fiber connection, and we are bound by contract for this connection to pay \$900 per month until 2011. Without the Wildfire Agreement, we will be required to negotiate an additional monthly amount to serve the Jesse Helms Park when it comes on line.

By signing the proposed agreement, the County will pay \$3,000 for the initial installation of the radio transmitters. These funds are already included in the FY 08-09 budget. The County will forgo the need to negotiate an additional monthly payment to add the Jesse Helms Park to the fiber line, and beginning in 2011, we will forgo the need to pay the \$900 per month payment for the fiber line that serves the Agri-Services Center.

FINANCIAL IMPACT: No unbudgeted expense for the FY 08-09 Fiscal Year, and will reduce expenses for future fiscal years.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Attachment Agreement

This Attachment Agreement is made this _____ day of _____, 2008, by and between TEI Ventures, a Delaware LLC d/b/a WildFire Connections (hereinafter "WFC"), and Union County, NC (hereinafter "Owner"), with WFC and Owner collectively referred to as the "Parties:"

Recitals:

1. **Purpose:** The purpose of this Agreement between the Parties is limited to the provision of what is commonly known as "attachment rights" to property.
2. **General Agreement:** WFC desires the limited rights to attach small wireless radio transceivers (hereinafter "Equipment") on locations listed below in Exhibit A, "Attachment Rights Locations." (hereinafter "Properties"). Owner offers these "attachment rights" to WFC and WFC agrees to accept said offer, under the terms and conditions herein described. Accordingly, the Owner shall have the right to approve the precise method for mounting WFC's Equipment on the Properties. * Int. _____
3. **Ownership:** The Parties agree and attest that WFC owns the Equipment; and Owner owns, leases or otherwise controls the Properties upon which the Equipment is located.
4. **Access:** Owner agrees to allow WFC reasonable access to its Equipment for the purpose of maintenance and repair at all reasonable times. WFC agrees to abide by any and all security restrictions and all Property access policies that still allow reasonable access to its Equipment. Int. _____
5. **Interference:** WFC agrees that all Equipment shall be free of interference to the Owner and to any other present Radio Frequency (RF) tenants at the designated location(s). Once notified of an interference claim, WFC agrees to immediately act to eliminate any interference caused by the Equipment. *** Int. _____
6. **Compliance:**
 - a. WFC agrees that all Equipment and operations shall be licensed or in compliance as required with the Federal Communications Commission (FCC) or otherwise by law.
 - b. WFC agrees it is solely responsible for any and all citations and the consequences of any violation of operations as cited by the FCC that are a direct cause of improper operations of WFC Equipment. Int. _____
 - c. WFC agrees that any and all work performed at the location, whether by WFC employee or contractor, shall meet or exceed all applicable laws or codes and, where required, shall be properly inspected and documented.
7. **Insurance:** WFC will provide Insurance coverage as stipulated in the attached Exhibit B, "Insurance for County Contractors."
8. **Indemnification:** WFC agrees to indemnify and hold harmless the Owner from any loss, cost, expense, or liability, directly or indirectly resulting from or occasioned by or imposed upon, Owner; 1) as a result of injury to or destruction of life or property, or; 2) damage to or destruction of the designated Property, or any part thereof, or any abutting or adjoining property caused by or attributable to WFC's failure to perform its obligations under this Agreement.
9. **Term:** The Term of this Agreement shall be for an ^ainitial period of ten (10) years from the effective date of this Agreement. ~~Automatic ten (10) year renewals shall occur, unless~~

* as well as the design of the Equipment. The Parties agree to the terms in Exhibit A, "Attachment Rights Locations" and Exhibit B, "Insurance for County Contractors," attached and incorporated herein by reference.

** subject to the prior approval of Union County's General Services Director whose approval shall not be unreasonably withheld.

*** or WFC. If such interference continues for a period in excess of five (5) calendar days following notification, Owner shall have the right to: (1) cause WFC to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied; and/or (2) terminate this Agreement. Termination shall be effective upon notice to WFC.

**** caused by

~~either party gives written notice of termination prior to the expiration date of the current term.~~

Int. _____

10. **Termination for Cause:** During the Term of this Agreement, Owner may ~~only~~ terminate the Agreement for reasons of Cause. Cause shall be defined as a material breach of this Agreement, ~~which,~~ after receiving written notice from Owner, WFC shall have sixty (60) days to cure the material breach to the reasonable satisfaction of the Owner.

Int. _____

11. **Restoral:** ~~Upon the~~ ^{**} termination of this Agreement for any reason, WFC agrees at its' cost to restore the Properties ~~to as close to their original condition as possible.~~ ^{***} ~~remove its equipment and~~

Int. _____

12. **Consideration:** All compensation or consideration between the Parties is specified in the attached Exhibit A, "Attachment Rights Locations."

13. **Electrical:** The terms of any electrical provisioning at the location(s) shall be specified in the attached Exhibit A, "Attachment Rights Locations." ~~The Parties agree they shall not cause intentional disruption of power service for any reason without a minimum of five (5) days prior written notice.~~

Int. _____

14. **Assignment:** This Agreement shall extend to and bind the successors and assigns of the Parties hereto. ^{***}

Int. _____

15. **Entire Agreement:** This Agreement, and all ^{attached exhibits} ~~attachments~~, represent the entire Agreement and supersede any prior written or oral agreements between the Parties. Any changes to this Agreement must be made in writing by the Parties.

Int. _____

16. **Governing Law:** This non-exclusive Agreement shall be interpreted and enforced pursuant to the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Union County

TEI Ventures, a Delaware LLC d/b/a
WildFire Connections
~~WildFire Connections~~

Int. _____

Signature _____

Signature _____

Print _____

Print _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO LEGAL FORM CCP

* Except as otherwise provided for termination due to WFC's failure to comply with the performance standards discussed in Exhibit A, WFC's failure to eliminate interference as required by Recital Number 5, and the expiration or termination of WFC's contract with the City of Monroe,

** within thirty (30) days of the expiration or

***, normal wear and tear excepted. If WFC fails to remove its equipment within this 30-day period, Owner shall have the right to remove WFC's equipment without any liability for damages to WFC.

**** WFC shall not assign or sublet any portion of this Agreement without the prior written consent of Owner.

Exhibit A
Attachment Rights Locations

Locations:

1. Union County Government Center located at 500 North Main Street, Monroe, NC. WFC may use one of the two wireless radio transmitters to be attached to this location for the provision of subscription Wi-Fi service. The other wireless radio transmitter shall be used solely for the provision of service to Owner.
2. Tower at Sheriff's Headquarters located at 3344 Presson Road, Monroe, NC. This location shall only be used for the benefit of Owner. WFC shall not use the wireless radio transmitter attached to this location for the provision of service to any other person or organization including, but not limited to, the "Free Wi-Fi" and "Subscription Wi-Fi" described below.
3. Agri-Services Center located at 3230 Presson Road, Monroe, NC. This location shall only be used for the benefit of Owner. WFC shall not use the wireless radio transmitter attached to this location for the provision of service to any other person or organization including, but not limited to, the "Free Wi-Fi" and "Subscription Wi-Fi" described below.
4. Jesse Helms Park Building located at 1505 Summerlin Dairy Road, Monroe, NC. This location shall only be used for the benefit of Owner. WFC shall not use the wireless radio transmitter attached to this location for the provision of service to any other person or organization including, but not limited to, the "Free Wi-Fi" and "Subscription Wi-Fi" described below.

WFC accepts all of these Property locations in an "as-is" condition.

Electrical:

The Owner will provide WFC with all electrical services at the Property locations at no charge, for so long as WFC's power consumption does not exceed a total of 100 watts per month per location (equivalent to a light bulb in consumption). WFC agrees to hold the Owner harmless for any voltage or cycle fluctuations or power outages, disruptions, or surges. WFC shall not disrupt power at any of the Property locations without the prior approval of the Union County General Services Director in coordination with the Union County Information Services Director as to the timing and the duration of the disruption.

Non-Exclusive Agreement

The Parties recognize and agree that Owner may install additional equipment, transceivers, etc. on the Property locations and use the Property locations for radio transmitting and any other purposes or uses it desires, and that Owner may allow other persons or entities to do the same.

Consideration:

The following are the considerations between the Parties:

1. WFC will install and, for so long as this Agreement is in effect, maintain at no monthly charge to the Owner, a 20 Mbps 802.11 wireless link between the Government Center (see Location #1 above) and the Sheriff's Tower (Location #2 above), with additional 10 Mbps links into the Agri-Services Center (Location #3) and the Jesse Helms Park (Location #4). The only charge to the Owner will be a one-time \$3,000 installation fee which shall be due within 30 days of Owner's Finance Department's receipt of verified invoice. These links will provide Owner with a private data connection from the Agri-Services Center (Location #3) to the Government Center (Location #1) and a private data connection from Jesse Helms Park (Location #4) to the Government Center (Location #1). WFC shall keep these private data connections operational 24 hours a day, 7 days a week. WFC shall correct any disruption of service or outage within one (1) business day of receiving notice of such outage or disruption of service. Data throughput on the private data connections should be of similar performance to a 10 megabit wired connection. WFC shall have the private data connections described above available for use in good working order within sixty (60) days of the execution of this Agreement. WFC shall not invoice Owner for the one-time \$3,000 installation fee described above until the aforementioned private data connections are in good working order. The County shall have the right to terminate this Agreement in the event WFC fails to comply with any of these performance standards. Such termination shall be effective upon notice to WFC.
2. For the benefit of the City of Monroe, and for citizens of Union County that may also benefit therein, WFC will install and maintain, as a minimum, a "Free Wi-Fi" and a "Subscription Wi-Fi" service within the downtown area of Monroe (the tax district) for the term of this Agreement. Upon the expiration or termination of WFC's contract with the City of Monroe for the provision of a "Free Wi-Fi" and a "Subscription Wi-Fi," Owner shall have the right to terminate this Agreement. Such termination shall be effective upon notice to WFC.

Destruction or Sale of Property Location(s)

In the event the Agri-Services Center (Location #3) and/or the Jesse Helms Park Building (Location #4) is destroyed, WFC shall be required to replace the Equipment at WFC's expense provided that the destroyed building is rebuilt prior to the expiration or termination of this Agreement. In the event the Government Center (Location #1) is destroyed, WFC shall have thirty (30) days from the date of the destruction to terminate this Agreement by written notice to Owner. If WFC does not terminate this Agreement during this thirty (30) day period, WFC shall be required to replace the Equipment at

WFC's expense should Owner reconstruct the Government Center prior to the expiration or termination of this Agreement. If the Tower at the Sheriff's Headquarters (Location #2) is destroyed, WFC shall work with Owner to provide a replacement transmitter at another location (at WFC's expense) in order meet WFC's obligation to provide the private data connections to the Jesse Helms Park and the Agri-Services Center discussed above. If the private data connections to the Jesse Helms Park and the Agri-Services Center are not restored within thirty (30) days of the destruction of the Tower at the Sheriff's Headquarters, Owner shall have the option to terminate this Agreement upon ten (10) days written notice to WFC.

In the event Owner sells the Agri-Services Center (Location#3) and/or the Jessc Helms Park Building (Location #4), WFC shall be released from its obligation(s) to provide a private data connection for the transferred Property location(s). In the event Owner sells the Government Center (Location #1), this Agreement shall automatically terminate as of the date of the sale. If the Tower at the Sheriff's Headquarters (Location #2) is sold, WFC shall work with Owner to relocate the Equipment to another location at Owner's expense.

Termination Without Cause

Owner may terminate this Agreement without cause upon six (6) months written notice to WFC.

UNION COUNTY

**TEI VENTURES, A DELAWARE LLC
D/B/A WILDFIRE CONNECTIONS**

Exhibit B Insurance for County Contractors

WFC's ("Contractor")

At ~~Contractor's~~ ~~(WFC's)~~ sole expense, Contractor shall procure and maintain the following minimum insurances with insurers licensed in North Carolina and rated A-VII or better by A.M. Best.

Int. _____

- A. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability with limits of:
- | | |
|-----------|-------------------------|
| \$500,000 | Each Accident |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit |
- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.
- | | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

Policy endorsement for Additional Insured status shall be provided to Certificate Holder within sixty (60) days of inception of contract.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, Contractor hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Central Administration & Information Technology
Contract #: 2135

Int. _____

G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Contractor agrees to protect, defend, indemnify and hold Union 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, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**RESOLUTION TO LEASE SPACE ON EXTERIOR OF GOVERNMENT
CENTER FOR THE PLACEMENT OF WIRELESS RADIO TRANSCEIVERS**

WHEREAS, Union County owns the building known as the “Union County Government Center” located at 500 North Main Street, Monroe, North Carolina; and

WHEREAS, TEI Ventures, a Delaware LLC d/b/a WildFire Connections (“WildFire”) desires to lease space on the exterior of the Government Center for the attachment of wireless radio transceivers, with the exact location of the space on the Government Center to be determined by the mutual agreement of the County’s Information Systems Director and WildFire; and

WHEREAS, the final amount of space to be leased shall be subject to approval by the County Manager in coordination with the County’s Information Systems Director; and

WHEREAS, the Union County Board of Commissioners finds that the above-described space is surplus to the County’s needs for the next ten (10) years; and

WHEREAS, the County and WildFire have agreed upon a lease, pursuant to which WildFire will lease space on the exterior of the Government Center for the attachment of WildFire’s wireless radio transceivers for a term of ten (10) years; and

WHEREAS, in consideration of leasing space on the exterior of the Government Center, WildFire will, throughout the term of the lease, provide private data connections without charge (except for a one-time installation fee of \$3,000) between the following locations: (i) from the Union County Agri-Services Center located at 3230 Presson Road, Monroe, North Carolina to the Government Center; and (ii) from the County-owned building at Jesse Helms Park located at 1505 Summerlin Dairy Road, Monroe, North Carolina to the Government Center; and

WHEREAS, WildFire will purchase and maintain at no charge to the County the wireless radio transceivers that will be used to provide the aforementioned private data connections and that will be located on the exterior of the following County-owned structures: (i) the Union County Agri-Services Center, (ii) the building at Jesse Helms Park, the Government Center, and (iii) the tower at the Sheriff’s Office complex located at 3344 Presson Road, Monroe, North Carolina; and

WHEREAS, currently the County does not have a private data connection to Jesse Helms Park, and the value to the County of WildFire’s provision of such a connection is estimated to be \$459 per month; and

WHEREAS, the County plans to begin, in approximately two years, using the WildFire private data connection to the Agri-Services Center as the County’s primary

data connection for this building, and the value of doing so is estimated to be \$888 per month; and

WHEREAS, as additional consideration for the lease, WildFire will provide throughout the term of the lease free Wi-Fi Service to the outside, downtown area of the City of Monroe, which service the City has determined will have significant value in marketing downtown Monroe for economic development; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the County to enter into leases of up to ten (10) years upon resolution of the Board of County Commissioners adopted at a regular meeting after ten (10) days' public notice; and

WHEREAS, the required notice has been published and the Board of County Commissioners is convened in regular session.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners approves lease of the County property described above to WildFire for a period not to exceed ten (10) years, and authorizes the County Manager to approve and execute any instruments necessary to finalize the lease.

Adopted this the 15th day of December, 2008.

TEXT AMENDMENT: UNION COUNTY LAND USE ORDINANCE

SECTION 1

AMEND subsections (a), (b), and (e) of Section 21, Appointment and Terms of Planning Board Members, as follows:

(a) There shall be a planning board consisting of ~~seven nine~~ regular members and two alternates, all appointed **at large** by the board of commissioners. **All members, whether regular or alternate members, must reside within the county and no more than two members shall reside within the same municipality.** ~~One regular member shall be a resident of each of the county's nine townships, and the alternate members may reside anywhere within the county. Any person serving on a municipal board of adjustment or planning board shall be ineligible to serve as a member of the Union County planning board.~~

(b) Planning board regular members as well as alternates shall be appointed for three year staggered terms, but members may continue to serve until their successors have been appointed. **On the effective date of this ordinance, the staggered term arrangement previously in effect shall continue and new members shall be appointed, or current members re-appointed, for three year terms as the terms of current members expire.**

(e) If a regular **or alternate** planning board member ~~moves outside the township he or she represents or if an alternate member moves outside the county,~~ that shall constitute a resignation from the planning board.

Section 21 of the Land Use Ordinance would thus read as rewritten:

(a) There shall be a planning board consisting of seven regular members and two alternates, all appointed at large by the board of commissioners. All members, whether regular or alternate members, must reside within the county and no more than two members shall reside within the same municipality.

(b) Planning board regular members as well as alternates shall be appointed for three year staggered terms, but members may continue to serve until their successors have been appointed. On the effective date of this ordinance, the staggered term arrangement previously in effect shall continue and new members shall be appointed, or current members re-appointed, for three year terms as the terms of current members expire.

(e) If a regular or alternate planning board member moves outside the county that shall constitute a resignation from the planning board.

SECTION 2

AMEND subsection (a) of Section 23, Quorum and Voting, as follows:

(a) A quorum for the planning board shall consist of **four** ~~five~~ members (including alternates sitting in lieu of regular members). A quorum is necessary for the board to take official action.

SECTION 3

AMEND Section 27 to read as follows:

Upon adoption by the board of commissioners ~~on April 2, 2007~~, of an amendment revising Section 21 of the Land Use Ordinance to ~~increase~~ **decrease** membership on the planning board from ~~seven~~ **nine** to ~~nine~~ **seven** regular members **appointed at large** and ~~to provide for geographical representation by township~~, the terms of sitting planning board members, both regular and alternate, shall expire at the time of such adoption and all positions shall be deemed vacant. Notwithstanding Section 21(b) of the Land Use Ordinance, such members shall not continue to serve until their successors have been appointed. In order to achieve staggered terms upon filling these vacancies, the board of commissioners shall appoint new members as follows: (i) three regular members for a term of three years; (ii) two regular members and one alternate for a term of two years; and (iii) two regular members and one alternate for a term of one year. During the first meeting of these newly appointed members at which a quorum is present, the planning board shall elect one of its regular members to serve as chairman and preside over the board meetings and one regular member to serve as vice chairman. Prior to the election of a chairman at such first meeting, the Planning Division Director shall temporarily preside over the meeting until the chairman takes office. The officers so elected shall serve until new officers are elected the following calendar year pursuant to Section 24(a).

(b) Regular and alternate members of the Planning Board shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of County Commissioners.

(c) While a geographic representation of members on planning board is desirable, the planning board is appointed at large to allow for the selection of the best talents, ideas and experience in the county.

(d) Regular and alternate members of the Planning Board may not serve on any other Union County advisory board during their term.

(e) Due the non-partisan nature of the board, no appointed or elected officials of a political parties committees or executive hierarchy shall be eligible to serve.

Section 27 of the Land Use Ordinance would thus read as rewritten:

(a) Upon adoption by the board of commissioners of an amendment revising Section 21 of the Land Use Ordinance to decrease membership on the planning board from nine to seven regular members appointed at large, the terms of sitting planning board members, both regular and alternate, shall expire at the time of such adoption and all positions shall be deemed vacant. Notwithstanding Section 21(b) of the Land Use Ordinance, such members shall not continue to serve until their successors have been appointed. In order to achieve staggered terms upon filling these vacancies, the board of commissioners shall appoint new members as follows: (i) three regular members for a term of three years; (ii) two regular members and one alternate for a term of two years; and (iii) two regular members and one alternate for a term of one year. During the first meeting of these newly appointed members at which a quorum is present, the planning board shall elect one of its regular members to serve as chairman and preside over the board meetings and one regular member to serve as vice chairman. Prior to the election of a chairman at such first meeting, the Planning Division Director shall temporarily preside over the meeting until the chairman takes office. The officers so elected shall serve until new officers are elected the following calendar year pursuant to Section 24(a).

(b) Regular and alternate members of the Planning Board shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of County Commissioners.

(c) While a geographic representation of members on planning board is desirable, the planning board is appointed at large to allow for the selection of the best talents, ideas and experience in the county.

(d) Regular and alternate members of the Planning Board may not serve on any other Union County advisory board during their term.

(e) Due the non-partisan nature of the board, no appointed or elected officials of a political parties committees or executive hierarchy shall be eligible to serve.

TEXT AMENDMENTS to the BOARD OF ADJUSTMENT

AMEND SECTION 29, (a), (b), (e), SECTION 31 (a), New Section 35

Section 29 Appointment and Terms of Board of Adjustment.

(a) There is hereby established a board of adjustment consisting of ~~seven~~ five regular members and two alternates, all appointed by the board of commissioners. All regular members and alternates shall reside within the county.

(b) Board of adjustment regular members and alternates shall be appointed for three-year staggered terms, but both regular members and alternates may continue to serve until their successors have been appointed. In order to achieve staggered terms upon initial appointment following adoption of this ordinance, (i) ~~two three~~ regular members shall be appointed for a term of three years; (ii) two regular members and one alternate shall be appointed for a term of two years; and (iii) ~~one two~~ regular member and one alternate shall be appointed for a term of one year.

(e) If a regular or alternate member moves outside the county, that shall constitute a resignation from the board., ~~effective upon the date a replacement is appointed.~~

Section 31 Quorum.

(a) A quorum for the board of adjustment shall consist of ~~three four~~ members (including alternates sitting in lieu of regular members). A quorum is necessary for the board to take official action.

New Section 35 of the Land Use Ordinance would thus read as rewritten:

(a) Upon adoption by the board of commissioners of an amendment revising Section 29 of the Land Use Ordinance to decrease membership on the Board of Adjustment from seven to five regular members appointed at large, the terms of sitting Board of Adjustment members, both regular and alternate, shall expire at the time of such adoption and all positions shall be deemed vacant. Notwithstanding Section 29(b) of the Land Use Ordinance, such members shall not continue to serve until their successors have been appointed. In order to achieve staggered terms upon filling these vacancies, the board of commissioners shall appoint new members as follows: (i) two regular members for a term of three years; (ii) two regular members and an alternate for a term of two years; and (iii) one regular member and one alternate for a term of one year. During the first meeting of these newly appointed members at which a quorum is present, the Board of Adjustment shall elect one of its regular members to serve as chairman and preside over the board meetings and one regular member to serve as vice chairman. Prior to the election of a chairman at such first meeting, the Board Attorney shall temporarily preside over the meeting until the chairman takes office. The

officers so elected shall serve until new officers are elected the following calendar year pursuant to Section 33(a).

(b) Regular and alternate members of the Board of Adjustment shall only be considered for appointment after submitting a completed county service application and confidential conflict of interest disclosure form to the Clerk to the Board of County Commissioners.

(c) While a geographic representation of members on Board of Adjustment is desirable, the Board of Adjustment is appointed at large to allow for the selection of the best talents, ideas and experience in the county.

(d) Regular and alternate members of the Board of Adjustment may not serve on any other Union County advisory board during their term.

(e) Due the non-partisan nature of the board, no appointed or elected officials of a political party's committees or executive hierarchy shall be eligible to serve.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 15 December 2008

Action Agenda Item No. 22
(Central Admin. use only)

SUBJECT: Appoint a Voting Delegate to the North Carolina Association of County Commissioners Legislative Goals Conference

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

ATTACHMENT(S):
Voting Delegate Designation Form

INFORMATION CONTACT:
Matthew Delk

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Appoint a County Commissioner as a Voting Delegate to the NCACC Legislative Goals Conference, to be held January 15-16, 2009 in Raleigh, NC. Authorize Chairman to appoint Commissioner or Staff representative in case of illness or emergency of appointed Delegate.

BACKGROUND: This is Union County's opportunity to affect the legislative positions of the North Carolina Association of County Commissioners (NCACC), which will then be presented to the Governor and Legislature for the 2009 and the 2010 Sessions.

The NCACC maintains an active lobbying effort in Raleigh for issues important to County governments. This effort is based on a legislative goal-setting process that involves Commissioners from all 100 Counties. The purpose of the conference is to bring together county officials from across the state to vote on proposed legislative goals for the 2009 and 2010 sessions of the General Assembly.

The NCACC is currently compiling a package of proposed Legislative goals that will be mailed to all Counties in mid-December. These goals have been developed through an extensive Committee process during the previous year. County representatives will also have an opportunity to present new goals to a Screening Committee.

The conference will begin with a question and answer period which will allow Commissioners to ask questions in an open, non-voting atmosphere. The Legislative Goals will then be presented to all Voting Delegates, who will have opportunities to debate, amend, and approve or disapprove those goals. This process will take two days to complete, and will serve as our most

effective opportunity to affect state policy impacting county governments for the next two years.

FINANCIAL IMPACT: minimal travel cost to be determined

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: December 15, 2008

Action Agenda Item No. 23
(Central Admin. use only)

SUBJECT: Discussion of Government Representation

DEPARTMENT: Board of Commissioners **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Chairman Lanny Openshaw

TELEPHONE NUMBERS: _____

DEPARTMENT'S RECOMMENDED ACTION: CHAIRMAN'S RECOMMENDED ACTION: Seek direction from the Board on the desirability of implementing a county-wide task force to examine the issues of Board expansion at the January 5, 2009, meeting.

STAFF'S RECOMMENDED ACTION: Same

BACKGROUND:

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 24a-e
(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 of Commissioners

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. Union County Home and Community Care Block Grant Advisory Committee

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/15/2008

Action Agenda Item No. 6/2a
(Central Admin. use only)

SUBJECT: Union County Personnel Resolution

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
Article I, Section 2
Current and Proposed

INFORMATION CONTACT:
Mark Watson

TELEPHONE NUMBERS:
704-283-3869

DEPARTMENT'S RECOMMENDED ACTION: Accept technical amendment to the Union County Personnel Resolution: Article I, Section 2.

BACKGROUND: The proposed change to Article I, Section 2 identifies the coverage of part-time employees, including temporary and seasonal employees, under Article VI, Sections 2, 7, 9, 10, 12, Article X, and Article XIII.

Article VI - Time Away From Work
 Section 2 - Religious Holiday Leave
 Section 7 - Workers' Compensation
 Section 9 - Severe Weather and Emergency Conditions
 Section 10 - Civil Leave
 Section 12 - Parental Involvement in Schools
Article X - Unlawful Workplace Harassment
Article XIII - Drug and Alcohol Free Workplace Policy

FINANCIAL IMPACT: N/A

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

CURRENT RESOLUTION

ARTICLE I. ORGANIZATION OF PERSONNEL SYSTEM

SECTION 2

Coverage

Revised December 16, 2005 , May 19,2008

All persons in the County's employ shall be subject to these regulations, except as noted below.

- 1) These regulations shall not apply to elected officials, except as expressly stated herein.
- 2) Except for Article I, III, Sections 9, 11, 12, 13, V, VI, VII, X, XI, XII, and XIII these regulations shall not apply to the County Manager, the Assistant County Managers, Department Heads and Supervisors.
- 3) These regulations shall not apply to the County Attorney appointed pursuant to NCGS Sec. 153A-114.
- 4) To the extent that they directly relate to hiring, discharge and supervision, these regulations shall not apply to the employees in the offices of the Sheriff and Register of Deeds.
- 5) To the extent that they conflict with the State Personnel Act, these regulations shall not apply to employees subject to said Act.
- 6) **Except for Articles I-V, these regulations shall not apply to part-time employees, which includes temporary and seasonal employees as defined in Article III, Section 8.**

PROPOSED REVISION

ARTICLE I. ORGANIZATION OF PERSONNEL SYSTEM

SECTION 2

Coverage

Revised December 16, 2005 , May 19,2008

All persons in the County's employ shall be subject to these regulations, except as noted below.

- 1) These regulations shall not apply to elected officials, except as expressly stated herein.
- 2) Except for Article I, III Sections 9, 11, 12, 13, V, VI, VII, X, XI, XII, and XIII these regulations shall not apply to the County Manager, the Assistant County Managers, Department Heads and Supervisors.
- 3) These regulations shall not apply to the County Attorney appointed pursuant to NCGS Sec. 153A-114.
- 4) To the extent that they directly relate to hiring, discharge and supervision, these regulations shall not apply to the employees in the offices of the Sheriff and Register of Deeds.
- 5) To the extent that they conflict with the State Personnel Act, these regulations shall not apply to employees subject to said Act.
- 6) **Except for Articles I, II, III, IV, V, VI Sections 2, 7, 9, 10, 12, X, and XIII these regulations shall not apply to part-time employees, which includes temporary and seasonal employees as defined in Article III, Section 8.**

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 6/26
(Central Admin. use only)

SUBJECT: Personnel Resolution: Revision Article VI

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
CURRENT: UCPR Article VI, Time
Away From Work

INFORMATION CONTACT:
Mark Watson

PROPOSED: UCPR Article VI, Time
Away From Work

TELEPHONE NUMBERS:
704-283-3869

DEPARTMENT'S RECOMMENDED ACTION:

Approve the proposed revision to:
Union County Personnel Resolution, Article VI, Time Away From Work

BACKGROUND: Article VI provides policy and direction under which an employee may take time away from work. Included are local paid and unpaid leave provisions (e.g. vacation, sick and holiday leave), as well as, Federal and State mandated leave programs (e.g. FMLA, USERRA, Workers' Compensation, Parental Involvement in Schools)

Article VI has undergone several minor revisions and additions since the early 1990's. The proposed revision is a comprehensive update that clarifies and segments each section into a uniform, easier to reference format. It also incorporates updated administrative direction and content to insure compliance with Federal and State Acts.

Many hours of research, drafting, and review went into the proposal. The Office of State Personnel along with staff at all levels from a wide cross section of the Union County organization participated in a peer review process. They offered valuable insight and feedback pertaining to the application of policy in everyday situations experienced by supervisors and employees. Their efforts are appreciated very much.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

PROPOSED REVISION

Article VI. TIME AWAY FROM WORK

SECTION 1

Holidays

1.1 Purpose

Paid holiday leave provides eligible employees with the ability to celebrate and observe the recognition of person(s) and events(s) significant to United States history and culture with their families.

The County of Union observes the following standard holidays:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (Third Monday in January)
3. Good Friday (Friday before Easter Sunday)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veterans' Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. The Day after Christmas
(When both the day preceding and the day following Christmas Day are workdays)

If a holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday and will be coordinated with federal, state and city holidays whenever possible. When Christmas falls on Tuesday, Wednesday or Thursday the day before and the day after will be observed as holidays.

1.2 Eligibility

Holiday leave is earned by eligible employees who are either a:

- 1) Full time employee, **OR**
- 2) Regular part-time employee.

And who are currently:

- 1) On a pay for work status, **OR**
- 2) On a paid leave status.

The employee must be on pay for work status the day before and the day after the holiday occurs. Pay for work status is defined as a regularly scheduled work day, a scheduled day off, sick leave with pay, vacation with pay, compensatory time off, or use of accrued holiday leave.

PROPOSED REVISION

1.3 Manner of Holiday Leave Accumulation

- a. Holidays are earned as they occur.
- b. Employees required to work on an observed holiday will be granted holiday leave based on their assigned holiday accrual rate.
- c. Compensation will not be advanced for holiday leave.
- d. Pay in lieu of holiday leave shall not be an option.
- e. Flexible and modified work scheduling shall be suspended during work weeks in which a holiday(s) occurs.

1.4 Maximum Holiday Leave Accumulation

County employees accrue holiday leave within the 12-month period of October 1st through September 30th. This 12-month period is designated as the "Leave Year" for holiday accruals. Employees must use their accrued holiday leave within the designated 12-month period. Each year, at the end of the pay period that includes September 30th, all unused holiday leave will be forfeited.

1.5 Holiday Leave Accrual Rates

For the purposes of determining holiday leave accrual rates, the 40 hour per week (2080 hours annually) work schedule is designated as the basis for the Standard Holiday Accrual Rate. Holiday leave accrual rates for all other annualized work schedules are to be calculated as a percentage differential that is either greater than or less than the Standard Rate.

<u>Hours Worked Annually</u>	<u>% of Standard</u>	<u>Hours Per Holiday</u>
2080	Standard	8
2184	105%	8.4
1768	85%	6.8
1560	75%	6
1352	65%	5.2
1144	55%	4.4

1.6 Requesting Use of Accrued Holiday Leave

- a. Employees should request use of accrued holiday leave in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.
- b. Supervisors are responsible for ensuring that the business needs of the department are met when considering the request. Supervisors will endeavor to respond to the employee's holiday leave request(s) within ten (10) calendar days of his/her request for use of accrued holiday leave.

PROPOSED REVISION

- c. The County has the right to require employees to use accrued holiday leave at specified times because of work schedules or budgetary reasons.
- d. If operational needs do not permit the granting of simultaneous requests for holiday leave, preference in granting the request shall be based on the respective seniority of the employees.
- e. Employees are cautioned not to retain excess accumulation of accrued holiday leave until late in the "Leave Year" due to the necessity to keep all County functions in operation. If an employee has excess leave accumulation during the latter part of the leave year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having use of accrued holiday leave approved or in receiving any exception to the maximum accumulation as outlined in Section 1.4.

1.7 Coordination of Holiday Leave

- a. Holidays occurring during vacation leave will be paid and recorded as holidays.
- b. Holiday leave, vacation leave or compensatory time off shall be used to account for an approved absence from a regular work schedule during periods of inclement weather as outlined in this Article.
- c. An employee may request to use accrued holiday leave, vacation leave or compensatory time off for any (otherwise) unpaid leave for established religious holidays, for Parental Involvement in Schools, or Inactive/Active Duty Military Leave.
- d. After having used all eligible sick leave an employee may request to use accrued holiday leave, vacation leave or compensatory time off for a qualified sick leave event under this Article OR a qualified Family and Medical Leave (FML) event.

1.8 Final Disposition of Holiday Leave Benefits

- a. An individual who is separated from employment without failure in performance of duties or personal conduct shall be paid a lump sum payment for unused holiday leave at the time of separation. Payout will not exceed the maximum number of hour's equivalent to 12 holidays at the employee's current rate of holiday accrual. The separation must be due to resignation, after having given two-week notice, reduction-in-force, service or disability retirement.
- b. Upon an employee's death, a sum equal to all unused holiday leave, not to exceed the number of hours equivalent to 12 holidays at the employee's current rate of holiday accrual shall be paid to their estate.

1.9 Special Provisions for Holiday Leave Accrued Prior to December 16, 2008

Holiday Leave accumulated prior to December 16, 2008, hereinafter referred to as "Pre-Policy Holiday Leave," shall not be forfeited under Section 1.4 of this Article, nor shall Pre-Policy Holiday Leave be subject to the maximum number of hours limitations on the final

PROPOSED REVISION

disposition of Holiday Leave Benefits in Section 1.8. Beginning January 3, 2009, employees having Pre-Policy Holiday Leave are required to use such accrued leave prior to using accrued Vacation Leave.

Holiday Leave accumulated after December 15, 2008, may be used prior to accrued Pre-Policy Holiday Leave.

PROPOSED REVISION

SECTION 2

Religious Holiday Leave

2.1 Purpose

Provides unpaid leave from normal work schedules for employees who observe the celebration and remembrance of event(s) or individual(s) associated with the practice of their religious beliefs.

2.2 Eligibility

Any employee of the County may be granted unpaid religious holiday leave.

2.3 Requesting Use of Religious Holiday Leave

- a. Employees should request leave in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.
- b. Supervisors are responsible for ensuring that the business needs of the department are met when considering the request and determining if the employee's absence would cause undue hardship in conducting departmental business. Supervisors will endeavor to respond to the employee's leave request(s) within ten (10) calendar days of his/her request for use of religious holiday leave.
- c. If operational needs do not permit the granting of simultaneous requests for religious holiday leave, preference in granting the request shall be based on the respective seniority of the employees.

2.4 Coordination of Religious Holiday Leave

An employee may request to use accrued holiday leave, vacation leave or compensatory time off for any (otherwise) unpaid leave for established religious holidays.

PROPOSED REVISION

SECTION 3

Vacation Leave

3.1 Purpose

The primary purpose of vacation leave is to allow eligible employees a period of uninterrupted time away from their job for rest and renewal.

Vacation leave with pay is a privilege and not an earned right which the eligible employee may demand.

3.2 Eligibility

Vacation leave is earned by eligible employees who are either a:

- 1) Full time employee, **OR**
- 2) Regular part-time employee.

And who are currently:

- 1) On a pay for work status, **OR**
- 2) On a paid leave status.

Pay for work status is defined as a regularly scheduled work day, a scheduled day off, sick leave with pay, vacation with pay, compensatory time off, or use of accrued holiday leave.

3.3 Manner of Vacation Leave Accumulation

- a. For the purpose of earning vacation leave, the twelve (12) month period between January 1 and December 31 is established as the leave year.
- b. The monthly amount earned is equal to one-twelfth of the annual rate for each month the employee works or is on approved leave with pay.
- c. Eligible employees who are on pay status the 15th day of the month shall earn a vacation leave benefit for that month.
- d. Credit for years of aggregate covered service is given beginning the first day of the pay period following the pay period of the employee's anniversary date.

Full Time Employees

Vacation leave is earned on a schedule based upon length of aggregate covered service paid into the Local Governmental Employee's Retirement System or the Law Enforcement Retirement System.

Regular Part-Time Employees

Vacation leave is earned on a schedule based upon the length of aggregate covered service paid into the Local Governmental Employee's Retirement System or the Law Enforcement

PROPOSED REVISION

Retirement System and the percentage of a full-time equivalency (FTE) associated with the position.

3.4 Maximum Vacation Leave Accumulation

Vacation leave may be accumulated without any applicable maximum until the end of the pay period that includes December 31 of each calendar year. On the last day of the pay period that includes December 31, any employee with a vacation leave balance exceeding the maximum hours listed in Section 3.5 shall have the excess accumulation transferred to his/her sick leave balance so that only the maximum limit may be carried forward to the next leave year.

3.5 Vacation Leave Accrual Rates

For the purposes of determining vacation leave accrual rates, the 40 hour per week (2080 hours annually) work schedule is designated as the basis for the Standard Vacation Leave Accrual Rate. Vacation leave accrual rates for all other annualized work schedules are to be calculated as a percentage differential that is either greater than or less than the Standard Rate.

<u>Hours Worked Annually</u>	<u>% of Standard</u>	<u>Years of Aggregate Covered Service</u>	<u>Hours Granted Each Year</u>	<u>Hours Granted Each Month</u>	<u>Maximum Hours for Roll-Over/Payout</u>
2080	Standard	Less than 2 years	96	8	240
2080	Standard	2 but less than 5 years	112	9.3	240
2080	Standard	5 but less than 10 years	136	11.3	240
2080	Standard	10 but less than 15 years	160	13.3	240
2080	Standard	15 but less than 20 years	184	15.3	240
2080	Standard	20 years or more	208	17.3	240
2184	105%	Less than 2 years	101	8.4	252
2184	105%	2 but less than 5 years	118	9.8	252
2184	105%	5 but less than 10 years	143	11.9	252
2184	105%	10 but less than 15 years	168	14	252
2184	105%	15 but less than 20 years	193	16.1	252
2184	105%	20 years or more	219	18.2	252
1768	85%	Less than 2 years	82	6.8	204
1768	85%	2 but less than 5 years	95	7.9	204
1768	85%	5 but less than 10 years	116	9.7	204
1768	85%	10 but less than 15 years	136	11.3	204
1768	85%	15 but less than 20 years	156	13	204
1768	85%	20 years or more	177	14.8	204
1560	75%	Less than 2 years	72	6	180
1560	75%	2 but less than 5 years	84	7	180
1560	75%	5 but less than 10 years	102	8.5	180
1560	75%	10 but less than 15 years	120	10	180
1560	75%	15 but less than 20 years	138	11.5	180
1560	75%	20 years or more	156	13	180

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<u>Hours Worked Annually</u>	<u>% of Standard</u>	<u>Years of Aggregate Covered Service</u>	<u>Hours Granted Each Year</u>	<u>Hours Granted Each Month</u>	<u>Maximum Hours for Roll-Over/Payout</u>
1325	65%	Less than 2 years	62	5.2	156
1325	65%	2 but less than 5 years	73	6.1	156
1325	65%	5 but less than 10 years	88	7.3	156
1325	65%	10 but less than 15 years	104	8.6	156
1325	65%	15 but less than 20 years	120	10	156
1325	65%	20 years or more	136	11.3	156
1144	55%	Less than 2 years	53	4.4	132
1144	55%	2 but less than 5 years	60	5	132
1144	55%	5 but less than 10 years	75	6.3	132
1144	55%	10 but less than 15 years	88	7.3	132
1144	55%	15 but less than 20 years	101	8.4	132
1144	55%	20 years or more	114	9.5	132

3.6 Transfer Credits

- a. Eligible employees shall have the aggregate number of service years paid into the Local Governmental Employee’s Retirement System or the Law Enforcement Retirement System credited toward the County’s schedule for determining vacation rates.
- b. Credit shall not be given for the actual days of vacation earned at any other unit of North Carolina local, municipal, or state government.
- c. Vacation accrual rates or accrued vacation time will not be affected when employees transfer between departments within Union County Government.

3.7 Requesting Use of Vacation Leave

- a. It is the joint responsibility of the department and the employee to ensure that vacation leave is scheduled and taken at a mutually-agreeable time. Employees should request vacation time in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.
- b. Supervisors are responsible for ensuring that the business needs of the department are met when considering the request. Supervisors shall use discretion in scheduling vacation, based on the occurrence of peak workload periods, employee's length of service and other factors relevant to the operation of the department and the personal circumstances of the employee. Supervisors will endeavor to respond to the employee's vacation leave request(s) within ten (10) calendar days of his/her request(s) for use of vacation.
- c. If operational needs do not permit the approval of simultaneous requests for vacation leave, preference in granting the request shall be based on the respective seniority of the employees.

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- d. Vacation leave may be requested by eligible employees after satisfactorily completing three (3) months of initial service subject to the prior approval of the immediate supervisor.
- e. Employees are cautioned not to retain excess accumulation of accrued vacation leave until late in the "Leave Year" due to the necessity to keep all County functions in operation. If an employee has excess leave accumulation during the latter part of the leave year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having accrued vacation leave approved or in receiving any exception to the maximum accumulation.

3.8 Coordination of Vacation Leave

- a. Pay in lieu of vacation shall not be an option.
- b. The County does not advance vacation time. Employees must have earned vacation leave before the leave may be used.
- c. Vacation leave shall not be used to complete a two week resignation after the last day of actual work.
- d. If an employee is on vacation and becomes hurt or ill, that person may exercise the option to use sick time; the Department Head may request medical verification.
- e. Holidays occurring during vacation leave will be paid and recorded as holidays.
- f. Holiday leave, vacation leave or compensatory time off shall be used to account for an approved absence from a regular work schedule during periods of inclement weather as outlined in this Article.
- g. An employee may request to use accrued holiday leave, vacation leave or compensatory time off for any (otherwise) unpaid leave for established religious holidays, for Parental Involvement in Schools, or Inactive/Active Duty Military Leave.
- h. After having used all eligible sick leave, an employee may request to use accrued holiday leave, vacation leave or compensatory time off for a qualified sick leave event under this Article OR a qualified Family and Medical Leave (FML) event.

3.9 Final Disposition of Vacation Leave Benefits

- a. Individuals who separate from employment without failure in performance of duties or personal conduct shall be paid a lump sum payment for unused vacation leave at the time of separation. Payment shall not exceed the maximum number of hours for payout as specified in Section 3.5. The separation must be due to resignation, after having given two-week notice, reduction-in-force, service or disability retirement.
- b. An employee shall not receive a lump sum payment for vacation leave if each of the following conditions occurs: (1) The employee's separation results from dissolution of a County department by the Board of County Commissioners; (2) The Board contracts with another entity for provision of that department's services; (3) The Board, through contractual provision, requires such entity to offer employment to employees of the dissolved department and to accept transfer of their accrued vacation; and (4) The

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employee accepts such employment. In this event, the employee's accrued vacation leave will transfer to the new service provider.

- c. Upon an employee's death, a sum equal to all unused vacation leave, not to exceed the maximum number of hours for payout as specified in Section 3.5, shall be paid to their estate.
- d. The last day of actual work is the date of separation.

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SECTION 4

Sick Leave

4.1 Purpose

Paid sick leave provides employees protection against loss of income during absences from work due to illness or injury that prevent performance of duties and provides limited paid leave during periods of bereavement. It is intended to cover the needs of the employee and provide a reasonable amount of coverage for situations related to the illness or injury of an immediate family member that requires direct care by the employee. Sick leave is intended to be used only for the purposes set forth herein.

Sick leave with pay is a privilege and not an earned right which the eligible employee may demand.

4.2 Eligibility

Sick leave is earned by eligible employees who are either a:

- 1) Full time employee, **OR**
- 2) Regular part-time employee.

And who are currently:

- 1) On a pay for work status, **OR**
- 2) On a paid leave status.

Pay for work status is defined as a regularly scheduled work day, a scheduled day off, sick leave with pay, vacation with pay, compensatory time off, or use of accrued holiday leave.

4.3 Manner of Sick Leave Accumulation

- a. For the purpose of earning sick leave, the twelve (12) month period between January 1 and December 31 is established as the leave year.
- b. Eligible employees who are on pay status the 15th day of the month shall earn a sick leave benefit for that month.

Full Time Employees

Sick leave is earned at a fixed monthly accrual rate based on the annual number of hours regularly scheduled for work.

Regular Part-Time Employees

Sick leave is earned at a fixed monthly accrual rate based on the annual number of hours regularly scheduled for work as a percentage of full-time equivalency (FTE) associated with the position.

4.4 Maximum Sick Leave Accumulation

The amount of sick leave that may be accumulated is unlimited.

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4.5 Sick Leave Accrual Rates

For the purposes of determining sick leave accrual rates, the 40 hour per week (2080 hours annually) work schedule is designated as the basis for the Standard Sick Leave Accrual Rate. Sick leave accrual rates for all other annualized work schedules are to be calculated as a percentage differential that is either greater than or less than the Standard Rate.

<u>Hours Worked Annually</u>	<u>% of Standard</u>	<u>Sick Hours Per Month</u>
2080	Standard	8
2184	105%	8.4
1768	85%	6.8
1560	75%	6
1325	65%	5.2
1144	55%	4.4

4.6 Sick Leave Transfer from Other Agencies

Unused sick leave earned from another North Carolina Governmental Agency and/or entity, immediately prior to employment with Union County will be accepted and transferred to Union County according to the following provisions:

- a. Verification of unused sick leave must be received in writing by Union County directly from the previous jurisdiction.
- b. The total balance of unused sick leave from the NC local or state government employer of the transferring employee will be verified and recorded by Union County at the time of employment.
- c. Upon the request of the employee, up to twelve (12) sick leave days, at the employee's current rate of accrual, will be transferred and added to the employee's active sick leave balance after completion of the initial six (6) month probationary period.
- d. The remaining balance of prior unused sick leave documented at the time of employment will be recorded in the employees permanent personnel file. On the fifth anniversary of employment with Union County, the employee may request that the remaining balance of prior unused sick leave be added to their active sick leave balance.

4.7 Coordination of Sick Leave

- a. Payment for sick leave hours in excess of the employee's scheduled work hours shall not be an option. Sick leave is authorized only for the time off that would fall on a scheduled workday.
- b. Pay in lieu of sick leave shall not be an option.
- c. The County does not advance sick leave.
- d. After having used all eligible sick leave an employee may request to use accrued holiday leave, vacation leave or compensatory time off.

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- e. Sick leave cannot be used for vacation purposes. However, sick leave may be used if an employee becomes ill while on vacation leave. A doctor's statement, certifying the dates of illness, will be required in order to make this change upon return to work.
- f. Sick leave used during a vacation leave period does not extend the length of previously authorized vacation leave.

4.8 Requesting Use of Sick Leave

- a. Employees must receive approval from their supervisors to charge absences against accumulated sick leave. To use sick leave, an employee is required:
 - 1) To give at least 30 days advance notice of foreseeable medical needs (e.g., a planned medical treatment) whenever possible to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.
 - 2) To notify the appropriate supervisor or their designee of any unplanned sick leave event, as outlined in this section, for which the employee will be absent from work, consistent with department or agency guidelines for such notification.
- b. In the absence of any formal department or agency guideline for notification of an unplanned sick leave event, the employee is required to provide notice of an absence from work due to an unplanned Sick leave event no later than 30 minutes after reporting time of the first full day that the absence occurs. The employee shall notify the supervisor of the nature of the circumstances bringing about the absence and anticipated length of the absence to allow time to reassign specific duties during the employee's absence. Failure to make this notification to the appropriate supervisor or their designee may prohibit the use of sick leave.
- c. In the case of emergency circumstances, it is the responsibility of the employee to notify his/her immediate supervisor as soon as possible.
- d. The employee may be required to provide their supervisor a physician's certification acceptable to the County for the purpose of supporting sick leave use, its continuance, or the employee's ability to return to work.
- e. If the absence exceeds three (3) consecutive work days, the employee is required to submit a FML Request Form to their immediate supervisor. (Administrative Note: The FML Employer Response Form must be completed and returned to the employee within two (2) business days.)
- f. The County may request a periodic report on the employee's status with respect to returning to work. These may be made by telephone, written correspondence or sent by fax.

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4.9 Use of Sick Leave

Use of accrued sick leave may be approved for the following reasons:

- a. Illness or injury of the employee that prevents the employee from performing the essential functions of his /her job.
- b. Appointment for medical or dental examination or treatment when such appointment cannot reasonably be scheduled before or after scheduled work hours or on a day off.
- c. Quarantine due to a contagious disease in the employee's immediate family, or exposure to a contagious disease when continuous work might jeopardize the health of others.
- d. Caring for members of immediate family during periods of illness, injury or medical/dental appointments. For purposes of this section, the employee's "immediate family" is defined as the employee's spouse, dependent children, or parents.
- e. The actual period of temporary disability caused or contributed by pregnancy to include: prenatal care, pregnancy related illness, miscarriage, childbirth, and recovery.
- f. For the placement with the employee of a son or daughter for adoption or foster care.
- g. Bereavement
 - i. An employee shall be permitted to use not more than five days of sick leave when an absence is required due to the death of the employee's spouse, parent, child, brother, sister, grandparent, grandparent-in-law, parent-in-law, sister-in-law, brother-in-law, step-parent, step-child, son-in-law, daughter-in-law, grandchild, foster parent, or legal guardian. Employees may be requested to provide proof of relationship or guardianship.
 - ii. An employee shall be permitted to use not more than one day of sick leave for bereavement or funeral attendance due to the death of an extended family member or close personal friend.
 - iii. Accrued holiday leave, vacation leave or compensatory time off may be requested for any additional bereavement time off other than as outlined above.
 - iv. The employee shall provide notice to the immediate supervisor as to the need for and likely length of any such bereavement leave.
 - v. The employee may be required to provide their supervisor adequate proof of the death (e.g. a newspaper obituary).

4.10 Sick Leave Abuse

Acceptable certification or documentation will be required whenever the supervisor has sufficient justification to believe that the employee is abusing sick leave or is using sick leave as it is earned and otherwise does not have a valid reason for requesting sick leave. An attendance record indicating a pattern of excessive use or previous abuse of sick leave is considered sufficient justification.

- a. Abuse of sick leave is defined as the use of sick leave for purposes other than those outlined in this Section.

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- b. Supervisors should periodically analyze attendance records for evidence of possible abuse (e.g., patterns of unplanned absences such as frequent absences on Fridays/Mondays, seasonal absences, absences when a vacation request has been denied).
- c. Sick leave should be denied when there is evidence or reason to believe abuse has occurred until or unless the employee provides satisfactory evidence of legitimate use of sick leave.
- d. Abuse of sick leave is subject to the disciplinary provisions of this resolution.

4.11 Final Disposition of Sick Leave Benefits

- a. No employee shall be paid for any accrued or unused sick leave at the time of separation from service.
- b. Employees who are separated from service and are subsequently re-employed with Union County within a three (3) year period and who are otherwise eligible, shall have their unused sick leave balance reinstated.

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SECTION 5

Voluntary Shared Leave

5.1 Purpose

Voluntary Shared Leave allows an employee to assist another employee who has a prolonged medical condition and has exhausted all available paid leave that would otherwise force the employee to be placed on Family or Medical Leave without pay status, resulting in a loss of income and benefits.

This policy does not apply to incidental and/or short-term medical conditions. In addition, the policy is not intended to circumvent the requirement of management to have duties performed, or limit management's right to deny a request for leave without pay.

5.2 Eligibility

Shared Leave may be requested by eligible employees who are either a:

- 1) Full time employee, **OR**
- 2) Regular part-time employee.

And who are currently:

- 3) On a pay for work status, **OR**
- 4) On a paid leave status.

Pay for work status is defined as a regularly scheduled work day, a scheduled day off, sick leave with pay, vacation with pay, compensatory time off, or use of accrued holiday leave.

5.3 Qualifying Conditions

Prolonged Medical Condition: A prolonged medical condition is one that requires an employee's absence from duty for a prolonged period (at least 20 consecutive work days).

The 20-day requirement may be satisfied if the employee has had previous absences for the same condition as that for which Shared Leave is currently being requested; or if the employee has had a different but prolonged medical condition within the past 12 months.

In either case, a "Certification of Health Care Provider Form" completed and signed by a health care provider, listing the condition, prognosis, and the estimated time for treatment or recovery is required as part of the application process.

Birth of a Child: The period of actual physical disability as a result of pregnancy and childbirth, as certified by a physician, is a condition covered by this policy. Eligibility also may be extended for complications related to the pregnancy and delivery. Both parents are eligible for Shared Leave for the period of disability of the mother, and the physician's statement must specify the anticipated period of disability.

NOTE: Although an employee may receive up to 12 weeks of Family & Medical Leave for birth, adoption or foster care placement, only the period of actual physical disability as a result of pregnancy or childbirth is covered under the Voluntary Shared Leave

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Policy. The additional "bonding time" allowed under FMLA is not eligible for Shared Leave coverage.

Non-Qualifying Conditions: Shared Leave will not ordinarily apply to short-term or sporadic conditions or illnesses. Each case must be examined and decided based on its conformity to policy intent, and must be handled consistently and fairly. Examples of non-qualifying conditions include, but are not limited to, conditions such as:

- short-term or sporadic occurrence of allergies
- short-term or sporadic absences due to contagious disease
- short-term or sporadic medical or therapeutic treatments
- an occupational illness or injury covered by the North Carolina Workers' Compensation Act.

5.4 Shared Leave Use

- a. The number of hours of Shared Leave an employee can receive is equal to the projected recovery or treatment period, less the employee's combined holiday, vacation, sick leave and compensatory time balances as of the beginning of the recovery or treatment period. Program participation is limited to a lifetime maximum of 480 hours (pro-rated for regular part-time employees) and a per-leave-event minimum of 80 hours (pro-rated for regular part-time employees).
- b. The employee must exhaust all accrued compensatory time, holiday, vacation, and sick leave balances before using any donated Shared Leave.
- c. Because an employee remains in pay status while on Shared Leave, he/she continues to accrue vacation and sick leave provided she/he remains in pay status on the 15th day of the month. This leave must be exhausted as it is earned.
- d. During and after the Shared Leave period:
 - Leave transferred under this program is available for use on a current basis, or may be retroactive for up to 30 calendar days from the date the recipient's application is qualified by the Shared Leave Committee. The leave is always applied to the first available unpaid day.
 - Donated leave cannot replace leave already used by the employee.
 - Each department is responsible for initiating personnel actions when a Shared Leave recipient exhausts all leave.
- e. Shared Leave shall not be used on an intermittent basis.

5.5 Application for Shared Leave

An application to receive leave must be reviewed by the employee's Department Head before it is forwarded to the Shared Leave Committee for action. Approval for Shared Leave is not guaranteed.

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Employees and their supervisors should review the Family & Medical Leave, Voluntary Shared Leave, and all paid leave policies to understand the applicability of these programs to the employee's specific situation.

In order to apply for Voluntary Shared Leave:

1. The employee must complete and submit to his/her supervisor for review:
 - a "Request for Shared Leave Form",
 - a "Family Medical Leave Request Form," and
 - a "Certification of Health Care Provider Form" completed and signed by a health care provider.
2. The Department Head must:
 - determine if the reason for the medical leave request is qualified under the Family and Medical Leave Act,
 - complete "The Union County Response to Employee Request of Family and Medical Leave Form",
 - review all forms of paid leave available to the employee and verify on the "Request for Shared Leave Form" the amount of voluntary Shared Leave needed to fulfill the employees request, and
 - provide a copy of the response form to the employee and forward the employees request and all required supporting documents to the FML Coordinator for Shared Leave Committee action,
 - confirm that the employee has not abused accrued paid leave as outlined in Section 4.10 Sick Leave Abuse.

An updated "Certification of Health Care Provider Form" is required from the applicant if donations of leave are still being requested 60 days after the "Request for Shared Leave Form" is approved by the Shared Leave Committee.

The recipient is responsible for making sure that all information submitted in their request is complete and concise. If additional information is required, it could cause a delay in the review process.

If the employee's Shared Leave is denied and the employee's circumstances change, the employee may reapply for Shared Leave.

5.6 Maximum Limit of Shared Leave Donation

Any employee of Union County may voluntarily donate a portion of their accumulated holiday, vacation or sick leave (not to exceed 40 hours) to the sick leave account of another employee of Union County who is qualified for voluntary Shared Leave.

Any Shared Leave donated and not used by the recipient shall revert to all donors of the leave on a prorated basis.

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5.7 Donating Shared Leave

Employees donating leave shall have the complete understanding that once donated, their leave will be deducted from the specified leave account and they will not receive compensation, now or at any time in the future for the donated leave. They shall also understand that if they are in need of Voluntary Shared Leave in the future the same process shall apply.

Employees must maintain a minimum of 80 hours sick leave in their own sick leave account before leave may be donated.

To donate Shared Leave the employee must complete the "Donation of Shared Leave Form."

The FML Coordinator verifies the donation information and completes the transfer process.

The FML Coordinator will send a letter to the donor indicating the number of hours that will be subtracted from their leave balance and added to the recipient's Shared Leave balance.

The FML Coordinator will update the recipient's sick leave balance with donated leave.

If two or more requests for Shared Leave are approved simultaneously, any donated leave will be distributed equally among the recipients.

5.8 Shared Leave Committee

A committee shall be appointed by the County Manager consisting of a minimum of seven (7) appointed members. A minimum of five (5) appointed members are required to establish a quorum and determine eligibility.

The Shared Leave Committee shall review each Shared Leave request to determine if it meets the qualifying requirements for eligibility as follows:

1. Does a prolonged medical condition exist?,
2. Does a physical disability exist as a result of pregnancy and childbirth?,
3. Has the employee exhausted all available forms of paid leave?,
4. Will the circumstances otherwise force the employee to be placed on Family or Medical Leave without pay status or lose employment?,
5. Has the Department Head reviewed the request and supporting documents?

The FML Coordinator will notify the applicant of the Shared Leave Committee's decision regarding eligibility.

Once the request for use of Shared Leave is determined to be qualified, a bulletin shall be posted by the FML Coordinator announcing the need for Voluntary Shared Leave Donations. The bulletin shall describe the general circumstances of the need and the procedures for donating the leave.

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SECTION 6

Family and Medical Leave Policy

6.1 Purpose

In accordance with the Family and Medical leave Act of 1993, effective August 5, 1993, and as amended, Union County shall grant each eligible employee leave entitlements consistent with the provisions outlined in the Act. The terms used in this Section which are defined in the Act shall have the meanings assigned to them therein.

6.2 Eligibility

To be eligible for leave under this section, the employee must:

- (1) Have been employed by Union County for at least 12 months; and
- (2) Have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

6.3 Manner of Accumulation

Family and Medical Leave

The eligible employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. The term "12-month period" shall be defined as a rolling 12-month period measured backward from the date an employee uses any FMLA leave (except that such measure may not extend back before August 5, 1993).

Military Family Leave

Care Giver Leave

The eligible employee is entitled to a combined total of 26 work weeks of unpaid leave during any 12-month period. The term "12-month period" shall be defined as a rolling 12-month period measured backward from the date an employee uses any FML.

Qualifying Exigency Leave

The eligible employee is entitled to a combined total of 12 work weeks of unpaid leave during any 12-month period. The term "12-month period" shall be defined as a rolling 12-month period measured backward from the date an employee uses any FML.

6.4 Qualifying Reasons for Family and Medical Leave

Family and Medical Leave shall be granted for the following reasons:

- 1) The birth of a son or daughter, and to care for the newborn child;
- 2) The placement with the employee of a son or daughter for adoption or foster care;
- 3) The care of an employee's spouse, son, daughter, or parent with a serious health condition; or
- 4) A serious health condition that makes the employee unable to perform the essential functions of the employee's job.

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6.5 Qualifying Reasons for Military Family Leave

Military Family Leave shall be granted for the following reasons:

- 1) The care of a spouse, son, daughter, parent or next of kin who is a military service member recovering from a serious illness or injury sustained in the line of active duty. Up to 26 weeks may be granted.
- 2) Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Up to 12 weeks may be granted.

6.6 Requesting Use of Family and Medical or Military Family Leave

Pursuant to this Article, it is the duty of each employee to indicate the nature of circumstances bringing about an absence from work. If the absence exceeds three (3) consecutive work days, the employee is required to submit a FML Request Form to their immediate supervisor. (Administrative Note: The FML Employer Response Form must be completed and returned to the employee within two (2) business days.)

Planned

In cases where the need for leave is foreseeable, such as planned medical treatment, the employee is required to provide the immediate supervisor a FML Request Form and Physician's Certification Form at least thirty (30) days in advance of the date the leave is to begin.

In cases of leave for planned medical treatment, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of his or her department.

Unplanned

In cases when circumstances do not permit a thirty (30) day notification, the employee must provide at least verbal notification to the immediate supervisor within one or two business days of when the need for leave becomes known to the employee. The notice shall be sufficient to make the immediate supervisor aware that the employee needs FML-qualifying leave, and the anticipated timing and duration of the leave.

6.7 Physician's Certification for Medical Leave

Certification of the health care provider of the employee or the employee's ill family member must be submitted to the employee's immediate supervisor within fifteen (15) calendar days of the request for verification on a form prescribed by the County.

The County may require re-certification if:

- 1) Circumstances or length of requested leave described by the original certification have changed significantly,
- 2) The County receives information that casts doubt upon the continuing validity of the certification.

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6.8 Coordination of Leave

To the extent the employee has earned and accrued paid sick leave, the employee shall be required to use all accumulated sick leave for any (otherwise) unpaid Family and Medical or Military Family Leave.

Upon use of all earned sick leave, the employee may elect, but is not required to use accrued holiday leave or vacation leave for the remaining balance of any (otherwise) unpaid Family and Medical or Military Family Leave.

When an employee has used all accrued paid sick leave, the employee may then request the use of accrued compensatory time off during the qualified Family and Medical or Military Family Leave event. Compensatory time off is not a form of paid benefit leave. In accordance with the provisions of the Family and Medical Leave Act, any compensatory time off taken during a qualified event shall not be deducted from the employee's remaining balance of Family and Medical or Military Family Leave.

6.9 Maternity

Time taken away from work for maternity-related reasons shall be considered a qualified Family and Medical Leave event.

At any stage of the pregnancy, a supervisor or Department Head may request a doctor's certificate stating that the employee is still permitted and capable to perform all tasks and duties required by their position.

If a pregnant employee holds a position that requires physical demands more strenuous than permitted by her attending physician and therefore cannot perform the tasks and duties of the position for an amount of time greater than is provided through Family and Medical Leave and her accrued paid leave, the County Manager may hold the position open or fill the position with a part time or temporary employee until the full time employee is released by her physician for return to duty.

The employer may require the employee to transfer temporarily, during the period of time that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. If an alternative position is not available, the employee will be placed on inactive status leave without pay during this time.

While an employee is on certified FML, the County will continue to pay the County's portion of the employee's monthly health insurance premium. The employee will continue to be responsible for any premium for dependent coverage. If the FML is unpaid, the employee shall pay to the County his or her premium for dependent coverage no later than the 20th day of the following month.

6.10 Returning to Work

The County may request a periodic report from the employee or certifying physician regarding the employee's status with respect to returning to work. These may be made by telephone, written correspondence or sent by fax.

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Prior to returning to work, each employee shall provide a fitness-for duty certification from the health care provider.

6.11 Failure to Return to Work

Failure to return to work within three (3) consecutive workdays after expiration of the approved Family and Medical or Military Family Leave shall be considered a voluntary resignation.

If an employee fails to return to work after the employee's leave entitlement has been exhausted or expires, the employee shall reimburse the County for the monthly health insurance premiums paid, unless the reason the employee does not return is due to:

- (1) The continuation, recurrence, or onset of a serious health condition which would entitle the employee leave under FMLA; or
- (2) Other circumstances beyond the employee's control.

When an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee shall provide medical certification of the employee's or family member's serious health condition.

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SECTION 7

Workers' Compensation

Revised July 25, 2005

7.1 Purpose

The North Carolina Workers' Compensation Act provides for the payment of medical expenses related to occupational injury or disease, and wage replacement compensation after an initial waiting period of seven (7) days.

7.2 Medical Treatment

Timely reporting and treatment of an occupational injury or disease is important to the safety and welfare of every employee. Employees should immediately notify their supervisor or the Risk Manager when a job-related injury or disease occurs, without regard to severity.

Medical services for work related injuries or diseases must be obtained from the County's designated and authorized medical provider unless the injury is an emergency and requires immediate attention and a designated provider is not immediately available.

Supervisors shall submit a written "Employee Injury Report" and "Supervisor's Injury Report" to the Risk Manager within 48 hours of being notified by an employee that a job-related injury or disease occurred.

7.3 Wage Replacement

Weekly wage replacement benefits will be paid from the County's Workers' Compensation Program equal to 66 2/3 percent of their average weekly wage calculated on the basis of the past twelve (12) months until the date they are released to return to work by the treating physician. This amount shall not exceed the maximum established by the State law.

During the initial seven-day waiting period, wage replacement benefits will not be paid from the County's Workers' Compensation Program. An employee may elect to receive regular compensation by using accrued sick leave, holiday leave, vacation leave or compensatory time off. If an employee is unable to return to work after the seven-day waiting period, the employee will be considered to be on leave without pay for the purposes of earning and accruing service credit, retirement contributions, sick leave, vacation leave, or paid holidays.

An employee is considered to be on a leave without pay status beginning with the first scheduled work hour that wages or sick leave is not paid and until the date they are released to return to work by the treating physician. The County shall continue to provide the employer's portion of group medical and dental insurance benefits as required by Federal or State Acts. Payments for dependent insurance coverage, voluntary deductions, and wage garnishments remain the responsibility of the employee.

After the initial seven-day waiting period, accrued leave shall not be paid or substituted for any reason related to time away from work for the treatment of an occupational injury or disease.

After the initial seven-day waiting period, if an employee is released by the treating physician to return to work, the employee may seek necessary intermittent, follow-up medical care for

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an on the job injury or disease during scheduled work time. The employee shall notify their supervisor on the day a medical or physical therapy appointment is scheduled. Every effort should be made by the employee to schedule appointments that do not unduly disrupt the productive work of the department.

An intermittent, partial day away from work, for the purpose of keeping medical or physical therapy appointments, shall be reported as time worked on the payroll time card and noted by the employee and supervisor as time taken for necessary follow-up medical care for a job related injury or disease.

An intermittent, full day away from work, for the purpose of keeping medical or physical therapy appointments, shall be reported as leave without pay on the payroll time card and noted by the employee and supervisor as time taken for necessary follow-up medical care for a job related injury or disease. If the seven-day waiting period has been met, wage replacement benefits will be paid from the County's Workers' Compensation Program equal to 66 2/3 percent of their average wage calculated on the basis of the past twelve (12) months. This amount shall not exceed the maximum established by the State law.

The employee may be eligible to receive a wage loss payment for the seven-day waiting period from the County's Workers' Compensation Program if the disability exceeds 21 days. If the employee used accrued sick leave, holiday leave, vacation leave or compensatory time off during the seven-day waiting period, the employee may choose to either receive wage replacement benefits from the County's Workers' Compensation Program equal to 66 2/3 percent of their average weekly wage or elect to have the accrued leave hours or compensatory time off used during the seven-day waiting period credited back to his/her accrual(s).

7.4 Coordination with the FMLA

Time taken away from work, due to a serious health condition, related to an occupational injury or disease shall be designated as qualified medical leave for eligible employees under the Family and Medical Leave Act (FMLA).

The rolling 12-week Family and Medical leave entitlement of eligible employees shall be reduced concurrently with the amount of all paid or unpaid time taken away from work for serious health conditions related to occupational injury or disease.

7.5 Temporary Light Work Assignments

An employee who is temporarily disabled from their regular job as a result of an on-the-job injury may be able to be productive and return to a light work assignment during the temporary disability period.

Where possible, each Department shall provide productive, light work for employees who are temporarily disabled from their regular job for an on-the-job injury. All such light work assignments will be within the physical limitations described by an authorized physician.

- a. The treating physician under the County's Workers' Compensation Program shall be encouraged to release temporarily disabled employees to a light work status and describe the employee's physical limitations in sufficient detail to enable the County to determine a suitable work or task assignment.

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- b. The employee's regular work unit shall attempt to provide a work assignment within the physical limitations described by the authorized treating physician.
- c. If the regular work unit is unable to assign suitable work, Risk Management will be contacted to determine if there are suitable work assignments in other work units. If so, the employee may be temporarily assigned to the other work unit. The employee's time sheet will be maintained by his/her regular work unit and coded "MDWC" (Medical Disability Worker's Compensation) and his/her paycheck will continue to be distributed to his/her regular work unit.
- d. The employee continues on his/her regular pay status during the light duty period. The employee's wage and benefit costs continue to be charged in his/her permanent work unit and coded "MDWC" even though he/she may be temporarily assigned to another work unit for light duty work.
- e. If the employee refuses the light duty position, he/she will no longer qualify for indemnity payments from workers' compensation. The employee may not use accrued paid benefit leave if a light duty position has been offered and rejected. An employee is considered to be on a leave without pay status beginning with the first day the light duty position is rejected until the date they are released to return to work by the treating physician. Unpaid Family and Medical leave shall continue to run concurrently with the workers' compensation leave without pay status until either the employee is able to return to the same or substantially equivalent job or until the 12-week Family and Medical Leave entitlement is exhausted.
- f. Upon release to regular work without restrictions, the employee will be returned to his/her permanent work unit and his/her regular job.
- g. Use of temporary light work assignments is not intended to include other sickness or injury experienced away from work by the employee.
- h. Each Department Head shall be responsible for the review and coordination/ implementation of temporary light work assignments.

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SECTION 8

Leave Without Pay (Non FMLA)

8.1 Purpose

Leave without pay is an administrative decision and may be granted for up to, but not to exceed, 40 scheduled work hours in a rolling 12-month period, by the Department Head.

Supervisors shall consider the occurrence of peak workload periods, employee's length of service and other factors relevant to the operation of the department and the personal circumstances of the employee when reviewing a leave without pay request.

If operational needs do not permit the approval of simultaneous requests for leave, preference in granting the request shall be based on the respective seniority of the employees.

Supervisors *must* allow leave without pay, if the employee's appearance is compelled by a subpoena or summons for a matter unrelated to their position with Union County.

8.2 Eligibility

All non-exempt full time employees and regular part-time employees.

8.3 Coordination of Leave

Prior to requesting leave without pay, the employee must have exhausted all forms of accrued paid leave which would have otherwise covered the requested leave.

Failure to report for duty at the expiration of an approved leave without pay event shall be considered an involuntary resignation.

A non-exempt employee who is granted leave without pay shall be responsible to pay the prorated premium cost for all employment benefits otherwise paid for by the County. Example: employee and dependent premiums for medical, prescription, and dental insurance coverage.

PROPOSED REVISION

SECTION 9

Severe Weather and Emergency Conditions

9.1 Purpose

As a local government, the essential services of Union County must be provided even during periods of severe weather or emergency conditions. The County is committed to maintaining full service levels to the extent possible.

9.2 Announcements and Notifications

- a. When conditions warrant, the County Manager will determine and announce all decisions to close, delay, or cancel activities of the County.
- b. When the County's schedule is altered, operational status will be available through news media outlets, the Union County Government Center main telephone number, and via the Internet.
- c. If severe weather or emergency conditions develop during the day, employees will be notified of closings through normal supervisory channels.

9.3 Reporting For Work

All employees are expected to make the necessary advanced preparations and be prepared to report each scheduled workday.

Essential Employees are expected to report for work on their regular schedule in spite of any closing, delay, or cancellation. Generally these employees hold positions designated as "required for the essential operations of the County." Essential County operations are designated as but not limited to: Sheriff's Office and Jail, Emergency Communications, Transportation Administration, Emergency Management, Fire Marshal, Social Services Group Home and Emergency Sheltering, Water and Wastewater Field Operations, Property Management, and Fleet Services.

Non-Essential Employees whose presence are not generally required for the essential operations of the County are excused from reporting during an official closing, delay, or cancellation unless they are notified by an appropriate supervisor that they must report for work to support the necessary operations of County Government in spite of the closing, delay, or cancellation of other activities. Such determinations and notifications are made on a situation-specific basis. Employees are responsible for ensuring they can be reached via valid contact information.

9.4 Compensation and Recording Keeping

Essential Employees who are required to report to work during a period of severe weather or emergency conditions will receive their base rate of pay. FLSA overtime rules apply. Overtime may be compensated as direct pay or compensatory time and requires the approval of the employee's department director prior to overtime being worked.

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Non-Essential Employees will not forfeit pay for regularly-scheduled work hours missed due to official closing, delay, or cancellation, nor will they be required to make up the work time or report such time as accrued leave.

When Non-Essential Employees report for work to support the necessary operations of County Government during a period of severe weather or emergency conditions, they will receive their base rate of pay. FLSA overtime rules apply. Overtime may be compensated as direct pay or compensatory time and requires the approval of the employee's department director prior to being worked.

- a. Employees whose shifts or assignments are not affected by the official closing, delay, or cancellation will receive their normal compensation for work performed.

9.5 Inclement Weather Conditions

- a. Employees who do not report to work during periods of inclement weather, when County departments and agencies are operating under a normal work schedule, must account for the absence by using accrued holiday leave, vacation leave or compensatory time off equal to the scheduled workday. In the absence of any formal department or agency guideline for notification of an unplanned leave event, the employee is required to provide notice of an absence from work no later than 30 minutes after reporting time.
- b. The County acknowledges that departments may allow employees to work a flexible schedule. However, when the County is operating on a delayed-opening schedule, all flexible scheduling is suspended. Non-essential employees shall report for work during the hours designated by the County Manager.
- c. If an employee desires to leave work early due to inclement weather conditions, approval must first be obtained from the supervisor prior to leaving the assigned work station. The employee must account for the absence by using accrued holiday leave, vacation leave or compensatory time off equal to the number of hours not worked in the scheduled workday.

PROPOSED REVISION

SECTION 10

Civil Leave

10.1 Purpose

Civil leave is a non-accruing paid leave for use when an eligible employee is summoned for jury duty.

10.2 Eligibility

Any employee of the County may be granted paid civil leave during scheduled work hours to fulfill a summons to jury duty.

No adverse employment action shall occur as a result of employee use of civil leave.

10.3 Work Related Legal Proceedings

Time spent in legal proceedings by employees acting within the official scope and capacity of their Union County employment is considered time worked and is *not* charged to civil leave or accrued paid leave.

10.4 Non-Work Related Legal Proceedings

Employees may use accrued holiday, vacation leave or compensatory time balances for non-work related legal proceedings that do not qualify for paid civil leave.

10.5 Requesting Use of Civil Leave

Employee Responsibilities

- a. Employees are responsible for giving as much notice as possible to their supervisors in advance of the appearance date required by a summons to jury duty.
- b. Employees are responsible for providing appropriate documentation as directed by their supervisors concerning events and travel time needed.
- c. Employees whose duties under civil leave conclude in time to complete a work shift should either return to work or request approval to charge the remainder of the shift to an appropriate paid leave type such as accrued holiday, vacation leave or compensatory time.

Employer Responsibilities

- a. Supervisors are responsible for permitting employees to use leave in accordance with this section and for establishing appropriate practices for verifying the reasons for use of civil leave.
- b. Whenever possible, agencies should reschedule employees who regularly work an evening or night shift to a day shift schedule during the periods when they are required to appear in legal proceedings.

PROPOSED REVISION

10.6 Coordination of Civil Leave

- a. The employee is entitled to his/her regular compensation plus any compensation received for jury duty.
- b. The employee must turn over to the County any witness fees or travel allowance awarded for court appearances in connection with official duties.

SECTION 11

Administrative Leave

11.1 Purpose

Union County encourages the donation of blood to the American Red Cross and to hospitals.

11.2 Eligibility

Full-time and regular part-time employees.

11.3 Leave Rate

Up to three (3) paid hours of leave once every two (2) months may be granted.

11.4 Requesting Use of Administrative Leave

This leave may be approved by the supervisor or Department Head providing it does not cause disruption of work in the unit or department.

11.5 Coordination of Administrative Leave

- a. Administrative leave may only be granted for donating blood.
- b. While the County supports other medical donations, those requiring more time than allowed above will require the employee to use accumulated sick leave, holiday leave, vacation leave or compensatory time off.

SECTION 12

Leave for Parental Involvement in Schools

12.1 Purpose

Parent involvement is an essential component of school success and positive student outcomes. §N.C.G.S. 95-28.3 establishes this leave, so that employees may attend or otherwise be involved at his/her child's school.

12.2 Eligibility

Any employee who is a parent, guardian, or person standing in loco parentis of a school-aged child.

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12.3 Leave Rate

Up to four (4) unpaid hours of leave per child may be granted each school year.

12.4 Requesting Use of Parental Involvement in Schools Leave

For the purpose of this section, "school" means any (i) public school, (ii) private church school, church of religious charter, or nonpublic school described in Parts 1 and 2 of Article 39 of Chapter 115C of the General Statutes that regularly provides a course of grade school instruction, (iii) preschool, and (iv) child care facility as defined in G.S. 110-86(3).

- a. Leave for Parental Involvement in Schools under this section is subject to the following conditions:
 - 1) The leave shall be at a mutually-agreed-upon time between the supervisor and the employee.
 - 2) The employee should provide his/her immediate supervisor with a written request for the leave at least 48 hours before the time desired for the leave.
 - 3) The employee may be required to provide written verification from the child's school that the employee attended and was otherwise involved at that school during the time of the leave.
- b. Supervisors shall not take an adverse employment action against an employee who requests or is granted leave under this section.

12.5 Coordination of Parental Involvement in Schools Leave

An employee may request to use accrued holiday leave, vacation leave or compensatory time off for any (otherwise) unpaid leave for Parental Involvement in Schools.

SECTION 13

Educational Leave

13.1 Purpose

Education Leave is a "Partnership in Learning." It is a mutually-beneficial learning opportunity agreed upon by the employee and the employer. Education Leave provides the opportunity for employees to enhance their knowledge, skills and abilities in areas identified by the department as critical to existing or future needs.

13.2 Employee Eligibility

To be eligible for Education Leave, employees must demonstrate:

- a. competent performance in all areas of their present job
- b. initiative and success with respect to their self-development
- c. potential for increased responsibilities.

PROPOSED REVISION

To remain eligible for Education Leave, employees must continue their enrollment and maintain satisfactory performance in their course of study.

13.3 Continuing Education job skill development programs

Education Leave with Pay

Education Leave with pay may be approved when:

- The training is employer-requested or prescribed.
- The training is directly related to job requirements.

An employee may be granted educational leave to participate in a job-related short course, such as an update, not-to-exceed ten (10) consecutive working days. The course must be directly job-related and must be intended to enhance the performance of present job duties. This leave must be approved by the Department Head prior to the commencement of the course.

A written request from the employee to the Department Head must include the details involving cost to the County, nature of training, use of County time, use of County funds, and arrangements for lodging, meals and travel. An employee must also stipulate, in detail, the anticipated effects on work performance as a direct result of such training. The employee will receive his/her regular compensation during such approved educational leave.

No compensation or reimbursement will be given for unapproved leave.

No compensation or reimbursement will be given if the course is taken for academic credit.

PROPOSED REVISION

SECTION 14

Military Leave

Revised 10.20.03

Union County is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the County's policy that no employee will be subjected to any form of discrimination on the basis of his/her membership in or duty to perform service for any of the Uniformed Services of the United States. No employee will be denied reemployment, promotion, or other benefits of employment on the basis of such membership. Furthermore, no employee will be subjected to retaliation or adverse employment action because of his/her rights exercised under this policy.

The County commends the dedication and self sacrifice of the employee Guard and Reserve members to national defense. It recognizes the hardships experienced by these employees and their families for the public good.

Inactive Duty Training Leave (IDT)

14.1 Purpose

Inactive Duty Training Leave provides employees protection against loss of income during absences from work due to regularly scheduled annual military unit training periods, additional military training periods, and equivalent training as may be required by a National Guard or Reserve Military unit.

This section DOES NOT apply to Active Duty Training (ADT) or extended periods of active duty in the uniformed services.

14.2 Eligibility

IDT Leave may be granted to an employee who has a uniformed service obligation in either a National Guard or Reserve Military unit, and is a

- 1) Full time employee, **OR**
- 2) Regular part-time employee.

and who is currently:

- 1) On a pay for work status, **OR**
- 2) On a paid leave status.

Pay for work status is defined as a regularly scheduled work day, a scheduled day off, sick leave with pay, vacation with pay, compensatory time off, or use of accrued holiday leave.

14.3 Manner of Leave Accumulation

- a. For the purpose of using IDT Leave, the twelve (12) month County fiscal period between July 1 and June 30 is established as the leave year.

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- b. Eligible employees shall be granted up to ten (10) work days of paid IDT leave in any leave year.
- c. IDT Leave with pay shall only be granted in lieu of a regularly scheduled workday.
- d. The number of hours of IDT Leave granted each day shall equal the number of work hours for which the employee is regularly scheduled on that day.

14.4 Requesting Leave

- a. Employees should request IDT Leave in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's absence and adequately staff the workplace.
- b. Once orders are received for inactive duty training, the employee shall provide a copy to their immediate supervisor within three (3) working days. The supervisor shall forward a copy of the orders to the Personnel Department.

14.5 Coordination of Leave

- a. If IDT Leave extends beyond ten (10) work days, the employee may request that the work schedule be rearranged to accommodate additional IDT Leave. If the department is unable to grant this request, the employee may elect to use accrued holiday, compensatory time or vacation leave, or be placed on leave without pay status.
- b. While taking IDT Leave, if the employee becomes ill or disabled and is under orders and compensated by the Federal or State Government, he/she is not eligible for paid sick leave from the County during that period.
- c. Payment for IDT Leave hours in excess of the employee's scheduled work hours shall not be an option.
- d. Pay in lieu of IDT Leave shall not be an option.
- e. IDT Leave cannot be used for any other purpose.

Military: Active Duty Leave

14.6 Purpose

To provide for the County's administration of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), enacted October 13, 1994 (Title 38 U.S. Code, Chapter 43, Sections 4301-4333, Public Law 103-353), that governs the duty of Union County related to certain rights and benefits of its eligible employees who temporarily leave their jobs as a result of their voluntary or involuntary service in the United States uniformed services.

Active Duty Leave (ADL) may represent a call to active duty status or Active Duty Training Leave required by the employee's membership in a military unit. ADL may include State or Federal orders, or mobilization for Natural Disaster response.

PROPOSED REVISION

14.7 Eligibility

ADL may be granted to an employee who has a uniformed service obligation in either a National Guard or Reserve Military unit; and is a

- 1) Full-time employee, **OR**
- 2) Regular part-time employee.

and who is currently:

- 3) On a pay for work status, **OR**
- 4) On a paid leave status.

Pay for work status is defined as a regularly scheduled work day, a scheduled day off, sick leave with pay, vacation with pay, or compensatory time off, or use of accrued holiday leave.

14.8 Manner of Leave Accumulation

- a. For the purpose of using ADL, the twelve (12) month County fiscal period between July 1 and June 30 is established as the leave year.
- b. Eligible employees shall be granted up to twenty (20) days of paid leave for any ADL in the leave year.
- c. ADL with pay shall only be granted in lieu of a regularly scheduled workday.
- d. The number of hours of ADL granted each day shall equal the number of work hours for which the employee is regularly scheduled on that day.

14.9 Requesting Leave

- a. Employees must give advance written or verbal notice that he/she will be serving in the uniformed services.
- b. Once orders are received for active military service, the employee shall provide a copy to their immediate supervisor within three (3) days. The supervisor shall forward a copy to the Personnel Department.
- c. Employees may elect to use any accrued holiday, vacation leave or compensatory time off for the period between the date an order is received for active military service and the date they report for duty.
- d. Before the last day of scheduled work, the employee shall report to the Personnel Department for an exit interview on their employment status and benefits.

14.10 Coordination of Leave

- a. If ADL extends beyond twenty (20) work days, the employee may elect to use accrued holiday, compensatory time or vacation leave, or be placed on leave without pay status.

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- b. While taking ADL, if the employee becomes ill or disabled, and is under orders and compensated by the Federal or State Government, he/she is not eligible for paid sick leave from the County during that period.
- c. Payment for ADL hours in excess of the employee's scheduled work hours shall not be an option.
- d. Pay in lieu of ADL shall not be an option.
- e. ADL cannot be used for any other purpose.

14.11 Pay Differential

When military service extends beyond the paid ADL granted by the County and the employee elects an unpaid leave status from the County for the remainder of military duty, the employee may be eligible for a wage supplement from the County.

To qualify for the wage supplement, the employee's military base hourly wage must be less than their regular base hourly wage paid by the County.

The difference between the greater County base hourly wage and the lesser Military base hourly wage will be paid as a wage supplement. The wage supplement will be paid for a period, not to exceed six (6) months from the date "active duty" paid leave is exhausted.

The employee shall provide the Personnel Department with copies of all eligible active duty payroll stubs for the qualifying unpaid period of military leave. The wage supplement will begin upon receipt of the first qualifying active duty payroll stub. Direct deposit shall be mandatory.

14.12 Leave Accruals

Employees on pay status while using ADL shall continue to accumulate vacation, sick, and holiday leave.

14.13 Health/Dental Insurance

When an employee's active military duty is for one (1) month or less, the County will continue to pay the employer portion of the medical and dental benefits for employee and dependent coverage. This coverage accounts for the County paid ADL (twenty (20) paid workdays), and for qualifying employees, will extend for the six (6) month wage supplement period of pay.

Service members who are on duty for more than one (1) month, and elect an unpaid leave status for the remainder of military service, may elect to continue the employee/dependent medical and dental coverage for up to 24 months at the employee's expense at 102% of the overall (both employer and employee) premium rate.

If military health coverage is elected for employee and/or dependent(s), upon active duty discharge and return to work, the employee may elect to re-enroll in individual and/or dependent coverage in the employee group plans with no waiting period.

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Employees may elect to pay the dependent premiums for the month in which they return to work in order to obtain coverage for that entire month, otherwise coverage will be reinstated upon the date of return to work at a pro-rated premium amount for that month.

Failure to remit premium payment in a timely manner could result in termination of coverage.

14.14 401(k)

County 401(k) contributions will continue while the service member is on active pay status.

If the employee is on an unpaid status, Union County will resume contributions to the employee's 401(k) plan when the employee returns to active pay status from military service. The County will calculate and contribute the employer contributions to the employee's 401(k) account for the period of unpaid military service, not including any interest that would have been earned, upon receipt of the discharge paperwork (DD-214).

The returning employee will have up to three (3) times their period of service or a maximum of five (5) years to make contributions that may have been missed while in military service.

14.15 Retirement

Employee contributions to the Local Government or Law Enforcement Employees' Retirement System continue while the service member is in active pay status.

Employees called to active duty are eligible for free service credit by the North Carolina Local Government or Law Enforcement Employees' Retirement system for any time spent in active duty. Employees will be treated as not having incurred a break in service for vesting and accrual purposes. In order to receive this "free" credit upon return from active duty, the employee must provide a copy of the (DD-214) discharge paperwork to the Retirement System and obtain confirmation from the system.

Confirmation should be provided to the Personnel Department.

SPECIAL NOTICE: Employees may be eligible to purchase credit for prior military service with the Retirement System. It is the employee's responsibility to determine eligibility, complete the required forms, and confirm a purchase of this nature with the Retirement System. In order to receive credit for a purchase of prior military service, the employee must provide a confirmation from the Retirement System of the purchase with an effective date and amount of time purchased. Adjustments made to the employee's vacation accrual rates as a result of a purchase of credit will be effective upon the date the employee successfully delivers the necessary information to the Personnel Department.

14.16 Reemployment

Employees returning from military service are governed by the following provisions for reemployment rights and maintenance of employment benefits:

- Individual must have held a civilian job with the employer;

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- Individual must have given advance notice (written or verbal) of their military service to the employer;
- Period of service must not have exceeded five (5) years;
- Separated from military service under honorable conditions; and
- Report for reemployment or request reemployment within certain time periods.

Upon completing service in the uniformed services, the employee must notify Union County of his or her intent to return to employment by either reporting to work or submitting a timely request for reemployment.

Employees returning from military service should report or request reemployment (verbal or written request) within the following time period after the end of service:

- Employees performing military service for fewer than 31 days must report for reemployment on the first regularly scheduled work day following the completion of service and the expiration of a twenty-four (24) hour “rest period” to provide for safe transportation back to the employee’s residence.
- Employees serving more than 30 but less than 181 days must request reemployment within fourteen (14) days after completion of service.
- Employees serving more than 180 days must request reemployment within ninety (90) days after completion of service.

The employee is responsible for returning to work within the time limits defined above and providing (DD-214) discharge paperwork within three (3) days of receipt to their immediate supervisor. The supervisor should forward a copy to the Personnel Department.

Upon returning to work, the employee will report to the Personnel Department for information regarding benefit accruals and reactivation.

The employee will be placed in a position equivalent to the one held prior to military leave, or one of like seniority, status, and pay depending on the length of military service.

CURRENT RESOLUTION

Article VI. TIME AWAY FROM WORK

SECTION 1

Holidays

Revised January 2004, July 24, 2006

Holidays for full-time and regular part-time employees are given as they occur. The County of Union observes the following standard Holidays:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (Third Monday in January)
3. Good Friday (Friday before Easter Sunday)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veterans' Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. The day after Christmas (When both the day preceding and the day following Christmas Day are workdays)

If a holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday and will be coordinated with federal, state and city holidays whenever possible. When Christmas falls on Tuesday, Wednesday or Thursday the day before and the day after will be observed as holidays.

Holidays occurring during vacation leave will be paid and recorded as holidays.

If employees have excused absences for illness or reasons related to Family and Medical Leave during a period in which the holiday falls, they will receive the holiday pay if they are on pay status.

Compensation for a Holiday will not be advanced.

The employee must be in a pay status on the day before the holiday occurs to be eligible. Pay status will be defined as a scheduled day off, sick leave with pay, vacation with pay, unused holiday, or a regularly scheduled work day.

With the approval of the department director, an employee may take time away from work for the purpose of observing a religious holiday. The employee may take off without pay or use accrued vacation or holiday leave.

SECTION 2

Effect of Work on Holidays and Other Types of Paid Leave

Regular holidays which occur during a vacation, sick or other paid leave period of any officer or employee of the County shall not be charged as vacation, sick, or other paid leave.

CURRENT RESOLUTION

SECTION 3

Adverse Weather Conditions

Employees are expected to report to their regular work stations each regular workday and to make the necessary advance preparations so they can get to work in periods of inclement weather. If an employee does not report to work during inclement weather, he/she must account for the absence by using vacation leave equal to the time of the workday. The same applies when an employee leaves work before the workday ends. If an employee desires to leave work early, he/she must obtain approval from their supervisor prior to leaving the assigned work station.

After the County Manager makes a determination on conditions, announcements concerning delays or closing will be made on the local radio stations as soon as practical. When a decision is made to close for a full day or to delay opening, even though the employee may be on previously authorized vacation or sick leave, the employee will be excused for the period of time of the closing. When a decision is made to dismiss employees earlier than the regular closing time, employees on duty at the time of closing, those expected to report to duty before the close of the normal business day, and employees on approved leave will be excused for the period of time of the closing without charge to leave.

Employees performing essential duties are not excused as provided in this section. This class of employees should contact their supervisor. Included in this list are: Sheriff's Office, Jail, Emergency Medical Services, Emergency Management, Communications and Facilities.

Employees whose shifts or assignments are not affected by the adverse weather conditions will receive their normal compensation for work performed. Employees who work more than the time set by the Manager, either by coming in earlier than the adjusted opening time or staying after the adjusted closing time, are to be commended and will receive their normal compensation for work performed. No additional pay, overtime pay or compensatory time off will be awarded for unauthorized additional time worked during the adverse weather conditions schedule.

SECTION 4

Annual Vacation Leave

Vacation with pay is granted to all permanent full-time and permanent part-time employees after three (3) complete months of service. Temporary employees after three (3) complete months of service. Temporary employees are not eligible for vacation benefits.

Vacation leave is earned and accrued from the first day of employment for eligible employees. Vacation leave, after three months of service, may be taken as earned by a permanent employee subject to the approval of the supervisor. For the purpose of earning and accruing annual leave, the twelve (12) calendar month period between January 1 and December 31 is established as the leave year.

SECTION 5

Manner of Accumulation

The rate is based on length of aggregate covered service. Leave for permanent part-time employees accrue vacation on a monthly basis determined by length of service. Employees who were employed full-time but not eligible to be a member of the retirement system shall accrue vacation from the initial date of employment.

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Any permanent employee who transfers from another unit of local or state government shall have their years of service (determined by the balance number of years paid into the Local Governmental Employees' Retirement System, the Law Enforcement Retirement System, or the State Employees' Retirement System) credited toward the County schedule for determining vacation rates. Employees shall not be given credit for the actual days of vacation earned at any other unit of local or state government.

<u>YEARS OF AGGREGATE COVERED SERVICE</u>	<u>DAYS GRANTED EACH YEAR</u>
Less than 2 years	12 DAYS
2 but Less than 5 years	14 DAYS
5 but Less than 10 years	17 DAYS
10 but Less than 15 years	20 DAYS
15 but Less than 20 years	23 DAYS
20 years or more	26 DAYS

For annual leave earned above the minimum, such shall be computed beginning with the first day of the pay period following the pay period of the employee's anniversary date.

In the event that an employee resigns while in good standing or is separated because of reduction in force and is reinstated within three (3) years of the date of separation, with the approval of the Department Head, and County Manager, and in the case of Competitive Service Employees, the Personnel Policies for Local Government Employees subject to the state Personnel Act. Under these circumstances, the employee will not lose their eligibility status with respect to earning vacation.

SECTION 6

Maximum Vacation Leave Accumulation

Annual leave may be accumulated without any applicable maximum until December 31 of each calendar year. However, if the employee separates from service, payment of accumulated leave shall not exceed hours equivalent to thirty (30) calendar days. Any non-scheduled workday falling within the normal vacation period shall not be considered as part of vacation leave. On December 31, any employee with more than thirty (30) calendar days of accumulated leave shall have the excess accumulation transferred to their sick leave balance so that only thirty (30) vacation days are carried forward to January 1 of the next calendar year.

Employees are cautioned not to retain excess accumulation of annual leave until late in the calendar year; due to the necessity to keep all County functions in operation, large numbers of employees cannot be granted annual leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having annual leave scheduled or in receiving any exception to the maximum accumulation.

SECTION 7

Separation

Except as noted below, an employee who is separated without failure in performance of duties or personal conduct shall be paid a lump sum payment for leave at the time of separation, not to

CURRENT RESOLUTION

exceed the maximum of 30 days. This separation can be due to resignation, after having given two-week notice, reduction-in-force, death, and service retirement. An employee shall not receive a lump sum payment for vacation leave if each of the following conditions occurs: (1) The employee's separation results from dissolution of a County department by the Board of County Commissioners; (2) The Board contracts with another entity for provision of that department's services; (3) The Board, through contractual provision, requires such entity to offer employment to employees of the dissolved department and to accept transfer of their accrued vacation; and (4) The employee accepts such employment. In this event, the employee's accrued vacation leave will transfer to the new service provider.

Upon the death of a permanent employee, there shall be paid to his estate a sum equal to all unused annual leave, not to exceed thirty (30) days.

An employee ceases to accumulate leave during the period of final separation. The last day of work is the date of separation even when the employee receives pay for accumulated vacation leave extending beyond this date.

SECTION 8

Vacation Policy

- a) Pay in lieu of vacation shall not be an option.
- b) Upon written request, an employee may elect to use earned vacation days for illness
- c) An employee going on an approved leave of absence may request to use vacation time for the absence to the full extent of leave accumulated to the date leave began.
- d) Employees transferring between departments do not have their accrual rates or accrued vacation time affected.
- e) If an employee is on vacation and becomes hurt or ill, that person may exercise the option to use sick time; the Department Head may request medical verification.
- f) Employees must have vacation accrued before it can be taken. The County does not advance vacation time.
- g) At the end of each benefit year on December 31, any County employees with accrued annual vacation leave in excess of 30 days shall have this leave converted to sick leave. This converted sick leave shall be used in the same manner as accrued sick leave and may be authorized for sick leave purposes. And, like regular sick leave, converted sick leave may be counted toward creditable service at retirement up to a maximum of 12 total sick leave days per year of service.

SECTION 9

Sick Leave

Sick leave with pay is not a right which an employee may demand, but a privilege granted by the County. Full-time employees of the County are granted up to one working day of sick leave per month of active employment during a year. The amount of sick leave that may be accumulated is unlimited. A working day will be considered the normal number of working hours for the particular individual involved. An employee may be granted sick leave if the absence is due to:

- a) Sickness or bodily injury which may prevent an employee from performing his/her regular duties.

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- b) Medical/Dental Appointments
- c) The actual period of temporary disability caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom. Since there is no certainty as to when disability actually begins and ends, a doctor's certification shall be required verifying the employee's period of temporary disability recognized as sick leave.
- d) Quarantine due to a contagious disease in the employee's immediate family, or exposure to a contagious disease when continuous work might jeopardize the health of others.
- e) Illness in the employee's family which requires the care of the employee not to exceed thirty (30) days. Longer absence will require the approval of the Manager.
- f) The funeral of a member of the employee's family or of a close personal friend.

It is the responsibility of the employee to inform his/her immediate supervisor no later than 30 minutes after reporting time of the first full day of absence due to sickness. Said notification should include a statement of the nature of the circumstances bringing about the absence and the anticipated period of absence. If the reason for the sick leave is one outlined in Section 11 of this Article, Family and Medical Leave, the sick time taken shall count toward the employee's 12 weeks of FMLA leave. In the case of serious illness or emergency circumstances, it is the responsibility of the employee to notify his/her immediate supervisor as to the above information as soon as possible.

When it is the opinion of the Department Head that an employee is abusing his or her sick leave or is using sick leave as it is earned, the Department Head may request the employee to furnish a doctor's note to verify the employee's condition which requires absence from work.

Employees who are separated and are not reinstated with Union County within a three (3) year period, shall lose all sick leave credits. No employee shall be paid for any accrued sick leave at termination.

SECTION 10

Transfer from Other Agencies - Revised June 16, 2003

Unused sick leave earned from another North Carolina Governmental Agency and/or entity, will be accepted and transferred to Union County according to the following provisions:

- a) The total balance of unused sick leave from the NC local or state government employer of the transferring employee will be accepted by Union County at the time of employment. Verification received in hours will be calculated and accepted in days reverting to the nearest whole.
- b) Upon the request of the employee, a total of twelve (12) sick leave days will be transferred and added to the employee's active sick leave balance after completion of the six (6) month probationary period.
- c) The remaining balance of sick leave documented for transfer at the time of employment will be recorded in the employees permanent personnel file. On the fifth

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anniversary of employment with Union County the remaining balance of transferred sick leave will be added to the employees active sick leave balance

- d) Verification of said accumulated unused sick leave must be received in writing by Union County directly from the previous jurisdiction.

SECTION 11

Family and Medical Leave Policy

In accordance with the Family and Medical Leave Act of 1993, effective August 5, 1993, Union County shall grant each eligible employee leave entitlements consistent with the provisions outlined in the Act. The terms used in this Section which are defined in the Act shall have the meanings assigned to them therein.

To be eligible to take leave under this section, the employee must: (1) Have been employed by the Union County for at least 12 months; (2) Have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. The eligible employee is entitled to a total of 12 workweeks of leave during any 12 month period. The term "12-month period" shall be defined as a rolling 12-month period measured backward from the date an employee uses any FMLA leave (except that such measure may not extend back before August 5, 1993).

Union County will grant leave pursuant to this section:

- 1) For the birth of a son or daughter, and to care for the newborn child;
- 2) For the placement with the employee of a son or daughter for adoption or foster care;
- 3) To care for the employees spouse, son, daughter, or parent with a serious health conditions; and
- 4) Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

If FMLA leave is requested for a purpose for which the County grants sick leave pursuant to Section 9, the employee shall be required to use accumulated sick leave for all or part of any (otherwise) unpaid FMLA leave; provided, however, that the employee shall be allowed to retain one week of sick leave. An employee may, but is not required to, substitute earned vacation leave for FMLA leave.

Pursuant to Section 9 of this Article, it is the duty of each employee to indicate the nature of circumstances bringing about a request for sick leave. If an employee uses sick leave for a purpose which would qualify as FMLA leave, then the amount of such sick leave shall be counted against the employee's 12 week FMLA entitlement.

In cases in which the need for leave is foreseeable, such as an expected birth or a planned medical treatment, the employee is required to provide the employer with at least thirty (30) days notice before the date the leave is to begin. In cases when circumstances do not permit this, the employee is to provide notice as soon practical. The notice shall be sufficient to make the employer aware that the employee needs FMLA qualifying leave, and the anticipated timing and duration of the leave. The notice shall be forwarded to the County Manager with a

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recommendation from the Department Head with respect to scheduling concerns. In cases of leave for planned medical treatment, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of his or her department.

An employee requesting FMLA leave: (1) to care for the employees seriously ill spouse, son, daughter, or parent, or (2) due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, shall provide certification of the health care provider of the employee or the employee's ill family member within fifteen (15) calendar days of the County's request for verification on a form prescribed by the County. The County may require re-certification if the employee requests an extension of leave, if circumstances described by the County. The County may require re-certification if the employee requests an extension of leave, if circumstances described by the original certification have changed significantly, or if the County receives information that casts doubts upon the continuing validity of the certification. Prior to returning to work, each employee shall provide a fitness-for duty certification from the health care provider.

During a period of absence, the County shall request a weekly report on the employee's status with respect to returning to work. These may be made by telephone, written correspondence or sent by fax.

In the case of a pregnancy, at any stage of the pregnancy, a supervisor or Department Head may request a doctor's certificate stating that the employee is still permitted and capable to perform all tasks and duties required by their position. If a doctor finds reason to deny this permission, the Department Head can request the employee to take a leave of absence under this section.

If a pregnant employee is in a position that requires physical demands more strenuous than is considered sedentary or light duty work, and therefore cannot perform the tasks and duties of her position for an amount of time greater than is provided through Family and Medical Leave and accumulated sick and vacation leave, the Board of Commissioners may opt to hold the position open or fill the position with a part time or temporary employee until the full time employee is released by her physician for return to duty. The employee will be placed on leave without pay status during this time and will be responsible for her own insurance.

While an employee is on FMLA leave, the County will continue to pay the County's portion of the employee's monthly health insurance premium. The employee will continue to be responsible for any co-payment or premium for dependent coverage. If the FMLA leave is unpaid, the employee shall pay to the County his or her co-payment or premium for dependent coverage on the same schedule as payments are made under COBRA.

If an employee fails to return to work after the employee's leave entitlement has been exhausted or expires, the employee shall reimburse the County for the monthly health insurance premiums paid, unless the reason the employee does not return is due to (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee leave under FMLA; or (2) Other circumstances beyond the employee's control. When an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee shall provide medical certification of the employee's or family member's serious health condition.

Failure to report for duty at the expiration of a leave of absence, unless an extension has been requested and granted, shall be considered a resignation.

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SECTION 12

Workers' Compensation

Revised July 25, 2005

The North Carolina Workers' Compensation Act provides for the payment of medical expenses related to occupational injury or disease, and wage replacement compensation after an initial waiting period of seven days.

MEDICAL TREATMENT

Timely reporting and treatment of an occupational injury or disease is important to the safety and welfare of every employee. Employees are encouraged to immediately notify their supervisor or the Risk Manager when a job-related injury or disease occurs.

Medical services for work related injuries or diseases must be obtained from the County's designated and authorized medical provider unless the injury is an emergency and requires immediate attention and a designated provider is not immediately available.

Supervisors shall submit a written employee injury report to the Risk Manager within 48 hours of being notified by an employee that a job-related injury or disease occurred.

WAGE REPLACEMENT

During the initial seven-day waiting period, wage replacement benefits will not be paid from the County's workers' compensation program. An employee may elect to receive regular compensation by using accrued sick leave. Unpaid time away from work shall be considered leave without pay for the purposes of earning and accruing service credit, retirement contributions, sick leave, vacation leave, or paid holidays.

An employee is considered to be on a leave without pay status beginning with the first scheduled work hour that wages or sick leave is not paid and until the date they are released to return to work by the treating physician. The County shall continue to provide the employers' portion of group medical and dental insurance benefits as required by Federal or State Act. Payments for dependent insurance coverage, voluntary deductions, and wages garnishments remain the responsibility of the employee.

After the initial seven day waiting period, accrued leave shall not be paid or substituted for any reason related to time away from work for the treatment of an occupational injury or disease.

After the initial seven day waiting period, if an employee is released by the treating physician to return to work, the employee may seek necessary intermittent, follow-up medical care for an on the job injury or disease during scheduled work time. The employee shall notify their supervisor on the day a medical or physical therapy appointment is scheduled. Every effort should be made by the employee to schedule appointments that do not unduly disrupt the productive work of the department.

An intermittent, partial day away from work, for the purpose of keeping medical or physical therapy appointments, shall be reported as time worked on the payroll time card and noted by the employee and supervisor as time taken for necessary follow-up medical care for a job related injury or disease.

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An intermittent, full day away from work, for the purpose of keeping medical or physical therapy appointments, shall be reported as leave without pay on the payroll time card and noted by the employee and supervisor as time taken for necessary follow-up medical care for a job related injury or disease. Wage replacement benefits will be paid from the County's workers' compensation program equal to 66 2/3 percent of their average wage calculated on the basis of the past twelve months. This amount shall not exceed the maximum established by the State law.

If an employee is unable to return to work after the seven-day waiting period, the employee will be considered to be on leave without pay for the purposes of earning and accruing service credit, retirement contributions, sick leave, vacation leave, or paid holidays. Weekly wage replacement benefits will be paid from the County's workers' compensation program equal to 66 2/3 percent of their average weekly wage calculated on the basis of the past twelve months until the date they are released to return to work by the treating physician. This amount shall not exceed the maximum established by the State law.

If the disability exceeds 21 days, wage replacement benefits from the County's workers' compensation program equal to 66 2/3 percent of their average weekly wage, will be paid retroactively for the initial seven day waiting period or if the employee elected to use accrued sick leave, a credit shall be applied to their sick leave account.

COORDINATION WITH THE FMLA

Time taken away from work, due to a serious health condition, related to an occupational injury or disease shall be designated as qualified medical leave for eligible employees under the Family and Medical Leave Act (FMLA).

The rolling 12 week FMLA leave entitlement of eligible employees shall be reduced concurrently with the amount of all paid or unpaid time taken away from work for serious health conditions related to occupational injury or disease.

SECTION 13

Workers' Compensation – Temporary Light Work Assignments

Established 10-2001

An employee who is temporarily disabled from their regular job as a result of an on-the-job injury may be able to be productive and return to a light work assignment during the temporary disability period.

Each Department shall locate and assign productive, light work for employees who are temporarily disabled for their regular job from an on-the-job injury. All such light work assignments will be within the physical limitations described by a physician.

- A. The treating physician under the County's Workers' Compensation program shall be encouraged to release temporarily disabled employees to a light work status and describe the employee's physical limitations in sufficient detail to enable the County to determine a suitable work or task assignment.
- B. The employee's regular work unit shall attempt to locate or design a work assignment within the physical limitations described.

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- C. If the usual work unit is unable to assign suitable work, Risk Management will be contacted to determine if there are suitable work assignments in other work units. If so, the employee may be temporarily assigned to the other work unit. The employee's time sheet will be maintained by his/her regular work unit and coded "MDWC" (Medical Disability Workers' Compensation) and his/her pay check will continue to be distributed to his/her regular work unit.
- D. The employee continues on his/her regular pay status during the light duty period. The employee's wage and benefit costs continue to be charged in his/her permanent work unit and coded "MDWC"(Medical Disability Workers' Compensation) even though he/she may be temporarily assigned to another work unit for light duty work.
- E. Upon release to regular work without restrictions, the employee will be returned to his/her permanent work unit and his/her regular job.
- F. Used of temporary light work assignments is not intended to include other sickness or injury experienced away from work by the employee.
- G. Each Department Head shall be responsible for the review, coordination/implementation of temporary light work assignments.

SECTION 14

Non-FMLA Leave Without Pay

Leave without pay is an administrative decision and may be granted for up to, but not to exceed three months, by the County Manager, upon recommendation of the Department Head. The needs of the department are paramount in granting leave without pay. Completing education or special work which will permit Union County to profit by the experience gained or the work performed are the only acceptable reasons for requesting leave without pay.

Upon returning from leave without pay, the employee shall not be guaranteed a position of the same classification, seniority and pay.

Failure to report for duty at the expiration of a leave of absence, unless an extension has been requested and granted, shall be considered a resignation.

An employee shall have the option to retain all unused vacation and sick leave-while on leave without pay status. Vacation and sick leave credits will not be accrued during leave without pay. Hospitalization and health insurance, provided for the employee by the employer during regular pay status, will not be provided as employer expense benefits during leave without pay, unless the employee is on pay status a minimum of half the working days during the calendar month. The employee may enroll in COBRA during this time.

SECTION 15

Military Leave

Revised 10.20.03

Annual Training - Reserves and National Guard

This section DOES NOT apply to reserves called to active duty.

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The County Manager, upon the recommendation of the supervising Department Head, may grant up to ten (10) days of leave (maximum of 80 hours) with pay in any fiscal year to any full time County employee who attends and participates in an annual military training period. In such instance, a copy of that individuals orders will be provided to the office of the County Manager upon request for such military leave. Military leave shall not be charged against the annual leave or sick leave to which the employee may be eligible.

If such annual military training is required beyond this ten (10) workday period, the employee may elect to use their accrued compensatory time, or vacation leave, or be placed on leave without pay status.

While taking annual military training, if the employee becomes ill or disabled, and is under orders and compensated for by the Federal Government, he/she is not eligible for paid sick leave from the County during that period.

Active Duty - Reserves and National Guard

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), enacted October 13, 1994 (Title 38 U.S. Code, Chapter 43, Sections 4301-4333, Public Law 103-353), shall govern the rights of County employees who temporarily leave their jobs as a result of their voluntary or involuntary service in the United States uniformed services.

Employees receiving orders for active military service shall present a copy to their immediate supervisor on the next scheduled workday. Supervisors shall forward a copy to the Personnel Director.

Employees may elect to use any accrued compensatory time or vacation leave for the period between the date an order is received for active military service and the date they report for duty.

Before the last day of scheduled work, the employee shall report to the Personnel Office for an exit briefing on their employment status and benefits.

The County commends the dedication and self sacrifice of the employee Guard and Reserve members to the national defense. It recognizes the hardships experienced by these employees and their families for the public good. Pursuant to the USERRA, on the day active duty begins, the employee Guard or Reserve member may elect to use any accrued compensatory time or vacation leave. In addition, the County will grant the employee Guard or Reserve member twenty (20) days of "active duty" leave (maximum of 160 hours) with pay. The employee will be considered "active" for the purposes of benefit accruals. The total of vacation leave, compensatory time, or active duty leave shall not be paid as a lump sum.

Thereafter, the County will grant the employee Guard or Reserve member the difference between the normal gross base compensation paid to the employee and the current gross base compensation paid by the Military. The differential compensation will be paid for a period, not to exceed six (6) months from the date "active duty" leave is exhausted. The employee will be considered "inactive" for purpose of earning and accruing all benefits (i.e. health, dental, leave accruals) during the period of differential pay. Pursuant to the USERRA, retirement system service credit, and employer contributions to the 401(k) program will be calculated and credited for the period of active military service upon receipt of the DD-214.

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The employee Guard or Reserve member shall provide the Personnel Director with a copy of their first and last active duty payroll stub. The differential compensation will begin upon receipt of the first active duty payroll stub. Direct deposit shall be mandatory.

Medical insurance coverage provided by the military will be in effect as of the active duty date for the employee. When an employee's active military duty is for thirty days or less, the county shall continue to pay the employer portion of the medical and dental benefits. For periods of active duty beyond 30 days, the employee may elect to continue the employee group medical and dental coverage at their own expense. Upon discharge from duty and return to work, employee medical and dental benefits will be re-instated immediately, without a waiting period.

Beginning with the date of active military duty, the employee may elect to continue dependent coverage in the employee health and dental plans. If the employee elects to continue dependent coverage, the County will contribute the employer portion of the dependent medical and dental premiums during the twenty (20) days of "active duty" leave and for the six (6) month differential compensation period. If military health coverage was elected for dependents, then upon active duty discharge and return to work, the employee may elect to re-enroll dependents in the employee health and dental plans. If the employee elects to pay the current dependent premiums for the month of re-enrollment, no waiting period will apply. Otherwise, coverage will begin on the first day of the first full month following the return to work.

Failure to remit premium payment in a timely manner will result in termination of coverage.

All employee and dependent correspondence will be mailed to the address on file with the Personnel Office.

If the employee chooses to return to employment with the County following a discharge from military service, the employee shall provide their immediate supervisor with a copy of the discharge order (DD-214) attached to a memo indicating their intention to return to work and the date they wish to begin work. The supervisor shall forward a copy of each to the Personnel Director.

Upon returning to work, the employee shall report the Personnel Office for a briefing on their employment status, and the accounting and crediting of all benefits and contribution entitlements due for the period of active military service.

SECTION 16

Civil Leave

A full time or permanent part time County employee called for jury duty or as a witness of the court for the federal or state government, or a subdivision thereof, is entitled to leave with pay for such duty during the required absence. The County employee is entitled to regular compensation plus any compensation received for jury duty.

CURRENT RESOLUTION

SECTION 17

Administrative Leave

Administrative leave may only be granted for donating blood.

As an employer, Union County encourages the donation of blood to the American Red Cross and to hospitals. In the event that an employee wishes to participate in this activity, he/she may request administrative leave for up to three hours for this purpose. This leave may be approved by the supervisor or Department Head once every two months, as a donor must wait at least 56 days in between donations and providing it does not cause disruption of work in the unit or department.

While the County supports other medical donations, those requiring more time than allowed above will require the employee to use accumulated sick or vacation leave.

SECTION 18

Educational Leave

An employee may be granted educational leave to participate in a job-related short course, such as an update, not to exceed ten (10) consecutive working days. The course must be directly job-related and must be intended to enhance the performance of present job duties. This leave must be recommended by the Department Head to the County Manager prior to the commencement of the course. A written request from the Department Head to the County Manager must include the details involving cost to the County, nature of training, use of County time, use of County funds, and arrangements for lodging, meals and travel. An employee must also stipulate, in detail, the anticipated effects on work performance as direct result of such training. The employee will receive his/her regular compensation during such approved educational leave. No compensation or reimbursement will be given to an employee whose leave is not approved. No compensation or reimbursement will be given if the course is taken for academic credit. Courses sponsored by the Institute of Government are generally approved.



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

704-283-3746
704-292-2588 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM

6/3a

MEETING DATE 12/15/08

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: November 26, 2008
RE: **Sixth** Motor Vehicle Billing

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

JCP: jw

Motor Vehicle Billing Summary for the period 11/01/2008 to 11/30/2008

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--	Year	Year	Count	-----Total----- ---Value---	---Tax---
10	County.....	CN99999	2008	2006	1	29,270	186.36
10	County.....	CN99999	2008	2007	681	7,222,150	46,898.79
10	County.....	CN99999	2008	2008	15,582	163,375,400	1,086,448.27
Totals.....					16,264	170,626,820	1,133,533.42
Totals.....					0	0	.00
32	Fire Dist - Springs.....	FR015	2008	2007	34	275,295	85.87
32	Fire Dist - Springs.....	FR015	2008	2008	888	8,519,393	2,606.83
39	Fire Dist - Stallings....	FR020	2008	2007	75	771,140	190.46
39	Fire Dist - Stallings....	FR020	2008	2008	1,426	16,160,913	6,561.37
38	Fire dist - Hemby Bridge..	FR023	2008	2007	78	882,388	324.67
38	Fire dist - Hemby Bridge..	FR023	2008	2008	1,773	19,482,219	9,604.51
37	Fire dist - Wesley Chapel:	FR026	2008	2007	84	1,228,976	189.95
37	Fire dist - Wesley Chapel:	FR026	2008	2008	2,330	33,469,812	6,392.86
34	Fire Dist - Waxhaw.....	FR028	2008	2007	42	430,660	221.84
34	Fire Dist - Waxhaw.....	FR028	2008	2008	1,075	11,363,318	2,817.82
Totals.....					7,805	92,584,114	28,996.18
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2007	12	169,810	84.95
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2008	290	4,567,095	2,284.18
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2006	1	29,270	160.13
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	102	712,103	4,196.26
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	2,358	19,357,389	108,122.22
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2007	6	22,615	72.63
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2008	174	1,340,066	5,226.34
78	220120 Taxes Payable - Marshville...	MN04000	2008	2007	13	106,238	366.53
78	220120 Taxes Payable - Marshville...	MN04000	2008	2008	165	1,023,508	3,889.30
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2007	27	323,905	1,107.22
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2008	555	6,834,136	23,236.11
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	107	1,256,995	1,761.68
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	2,175	25,037,906	37,562.15
78	220140 Taxes Payable - Stallings....	MN07000	2008	2007	36	404,735	1,014.33
78	220140 Taxes Payable - Stallings....	MN07000	2008	2008	955	10,892,494	23,963.45
78	220160 Taxes Payable - Weddington...	MN08000	2008	2007	30	456,000	133.10
78	220160 Taxes Payable - Weddington...	MN08000	2008	2008	760	10,326,826	3,098.36
78	220115 Taxes Payable - Lake Park.....	MN09000	2008	2007	13	151,780	349.09
78	220115 Taxes Payable - Lake Park.....	MN09000	2008	2008	230	2,409,394	505.89
78	220175 Taxes Payable - Fairview.....	MN09300	2008	2007	12	170,940	31.13
78	220175 Taxes Payable - Fairview.....	MN09300	2008	2008	148	1,561,732	312.37

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

Motor Vehicle Billing Summary for the period 11/01/2008 to 11/30/2008

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 220145	Taxes Payable - Hemby Bridge..	MN09500	2008	2007	4	23,820	7.14
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2008	2008	83	825,885	208.14
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2007	18	209,787	37.42
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2008	427	5,362,746	884.89
78 220135	Taxes Payable - Unionville...	MN09800	2008	2007	14	133,795	24.66
78 220135	Taxes Payable - Unionville...	MN09800	2008	2008	414	4,097,624	819.64
78 220155	Taxes Payable - Mnrl Sprngs..:	MN09900	2008	2007	13	78,675	21.23
78 220155	Taxes Payable - Mnrl Sprngs..:	MN09900	2008	2008	220	1,965,450	491.66
Totals.....:					9,362	99,852,719	219,972.20
Grand Totals.....:							1,382,501.80



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

AGENDA ITEM
6/3b
MEETING DATE 12/15/06
704-283-3746
704-283-3616 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: Wednesday, November 26, 2008
RE: **Fifth** Motor Vehicle Release Register

I hereby certify the following releases were made during the period of 11/01/2008
–11/30/2008. The releases represent both monthly and annual vehicle values and taxes.
Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 11/01/2008 to 11/30/2008

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	Total Tax	-----Int-----
10	County.....	CN999999	2006	2005	0	11.87-	.18-
10	County.....	CN999999	2006	2006	34,330	218.58-	32.26-
10	County.....	CN999999	2007	2006	9,130	63.97-	5.24
10	County.....	CN999999	2007	2007	122,153	910.68-	62.58-
10	County.....	CN999999	2008	2007	365,518	2,705.86-	72.84-
10	County.....	CN999999	2008	2008	1,196,025	8,060.00-	.00
	Net Totals.....				1,727,156	11,970.96-	173.10-
77	School dist - County.....	SC999	2006	2005	0	1.50-	.03-
	Net Totals.....				0	1.50-	.03-
32	Fire Dist - Springs.....	FR015	2008	2007	27,581	8.60-	.27-
32	Fire Dist - Springs.....	FR015	2008	2008	45,332	13.87-	.00
39	Fire Dist - Stallings.....	FR020	2007	2007	10,020	2.63-	.17-
39	Fire Dist - Stallings.....	FR020	2008	2007	36,150	9.47-	.10-
39	Fire Dist - Stallings.....	FR020	2008	2008	99,060	40.22-	.00
38	Fire dist - Hemby Bridge..	FR023	2007	2007	35,433	13.36-	1.04-
38	Fire dist - Hemby Bridge..	FR023	2008	2007	38,620	14.55-	.47-
38	Fire dist - Hemby Bridge..	FR023	2008	2008	110,388	54.42-	.00
37	Fire dist - Wesley Chapel:	FR026	2007	2007	16,500	2.76-	.24-
37	Fire dist - Wesley Chapel:	FR026	2008	2007	26,200	4.37-	.16-
37	Fire dist - Wesley Chapel:	FR026	2008	2008	185,107	35.36-	.00
34	Fire Dist - Waxhaw.....	FR028	2007	2007	5,880	3.02-	.18-
34	Fire Dist - Waxhaw.....	FR028	2008	2007	21,830	18.90-	.51-
34	Fire Dist - Waxhaw.....	FR028	2008	2008	91,548	22.71-	.00
	Net Totals.....				749,649	244.24-	3.14-
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2008	24,660	12.33-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2006	16,330	96.55-	14.17-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	0	9.03-	.95-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	21,910	166.38-	12.36-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	26,050	158.28-	5.36-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	253,902	1,334.66-	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2007	2007	610	2.38-	.09-
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2007	4,530	17.67-	.61-
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2008	1,655	6.45-	.00
78	220120 Taxes Payable - Marshville...	MN04000	2007	2007	1,800	6.84-	.49-
78	220120 Taxes Payable - Marshville...	MN04000	2008	2007	9,310	35.37-	1.20-
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2007	0	51.00-	1.78-
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2008	42,970	146.09-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2007	28,303	42.45-	2.98-

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

Assessor Release Register for the period 11/01/2008 to 11/30/2008

(Summary)

78	220110	Taxes Payable - Indian Trail.: MN06000	2008	2007	43,530	65.29-	.88-
78	220110	Taxes Payable - Indian Trail.: MN06000	2008	2008	71,716	107.60-	.00
78	220140	Taxes Payable - Stallings....: MN07000	2007	2007	17,150	42.88-	3.10-
78	220140	Taxes Payable - Stallings....: MN07000	2008	2007	14,890	37.23-	1.58-
78	220140	Taxes Payable - Stallings....: MN07000	2008	2008	97,898	216.09-	.00
78	220160	Taxes Payable - Weddington....: MN08000	2008	2007	31,375	9.41-	.22-
78	220160	Taxes Payable - Weddington....: MN08000	2008	2008	56,902	21.90-	.00
78	220175	Taxes Payable - Fairview....: MN09300	2007	2007	20,000	4.00-	.23-
78	220175	Taxes Payable - Fairview....: MN09300	2008	2007	11,770	2.35-	.06-
78	220175	Taxes Payable - Fairview....: MN09300	2008	2008	37,000	7.40-	.00
78	220165	Taxes Payable - Wesley Chapel: MN09700	2008	2008	27,888	12.30	.00
78	220135	Taxes Payable - Unionville....: MN09800	2008	2007	40,000	8.00-	.22-
78	220135	Taxes Payable - Unionville....: MN09800	2008	2008	78,488	15.69-	.00
78	220155	Taxes Payable - Mnrl Sprngs...: MN09900	2008	2008	5,382	1.35-	.00
Net Totals.....:					986,019	2,612.37-	46.28-
84	220000	NC State Interest.....: NC00000	2006	2005	0	.00	.03-
84	220000	NC State Interest.....: NC00000	2006	2006	0	.00	9.46-
84	220000	NC State Interest.....: NC00000	2007	2006	0	.00	2.18-
84	220000	NC State Interest.....: NC00000	2007	2007	0	.00	35.93-
84	220000	NC State Interest.....: NC00000	2008	2007	0	.00	90.59-
Net Totals.....:					0	.00	138.19-
Net Grand Totals.....:						14,829.07-	360.74-



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

AGENDA ITEM

• 6/30

MEETING DATE 12/15/08

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: Wednesday, November 26, 2008

RE: **Fifth** Motor Vehicle Refund Register

I hereby certify the following refunds that were made during the period of 11/01/2008 – 11/30/2008. 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 11/01/2008 to 11/30/2008

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Int-----
						---Tax---	
10	County.....	CN99999	2005	2005	20,000	112.00-	23.34-
10	County.....	CN99999	2007	2006	19,700	141.20-	.00
10	County.....	CN99999	2007	2007	44,840	327.61-	13.20-
10	County.....	CN99999	2008	2007	63,825	611.75-	2.84-
10	County.....	CN99999	2008	2008	22,316	148.52-	.00
	Net Totals.....				170,681	1,341.08-	39.38-
77	School dist - County.....	SC999	2005	2005	20,000	14.00-	3.04-
	Net Totals.....				20,000	14.00-	3.04-
32	Fire Dist - Springs.....	FR015	2008	2007	11,620	7.26-	.00
39	Fire Dist - Stallings.....	FR020	2007	2007	24,840	6.51-	.00
39	Fire Dist - Stallings.....	FR020	2008	2007	5,010	1.31-	.00
39	Fire Dist - Stallings.....	FR020	2008	2008	6,604	2.68-	.00
38	Fire dist - Hemby Bridge..	FR023	2007	2007	20,000	7.54-	.73-
37	Fire dist - Wesley Chapel:	FR026	2005	2005	20,000	3.00-	.56-
37	Fire dist - Wesley Chapel:	FR026	2008	2007	0	1.51-	.00
37	Fire dist - Wesley Chapel:	FR026	2008	2008	2,462	.47-	.00
	Net Totals.....				90,536	30.28-	1.29-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	0	10.37-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	14,595	102.05-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2007	24,840	37.26-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	5,010	7.52-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	2,674	4.01-	.00
78	220140 Taxes Payable - Stallings.....	MN07000	2008	2008	3,930	8.64-	.00
78	220160 Taxes Payable - Weddington...	MN08000	2005	2005	20,000	6.00-	1.38-
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2007	2007	20,000	6.00-	.60-
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2008	2007	0	1.81-	.00
78	220135 Taxes Payable - Unionville...	MN09800	2008	2008	11,460	2.29-	.00
	Net Totals.....				102,509	185.95-	1.98-
84	220000 NC State Interest.....	NC00000	2005	2005	0	.00	3.93-
84	220000 NC State Interest.....	NC00000	2007	2006	0	.00	.00
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00	4.67-
84	220000 NC State Interest.....	NC00000	2008	2007	0	.00	4.27-
	Net Totals.....				0	.00	12.87-

MV68GL-OF
(Finance)

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

---Date--- --Time-- Page
11/26/2008 11:39:05 2

Assessor Refund Register for the period 11/01/2008 to 11/30/2008

(Summary)

Net Grand Totals.....:

1,571.31- 58.56-

REFUNDS NOVEMBER 2008

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT	HembyLL	SpringsG	SpringsL
2008													
04132011B	MCGINNIS DON	4920	29,230		194.38								
08168008	WILLIAMS ORE	4947	58,490		388.95								
50087338	CAROLINA CLA	4960		3,956	26.31	2.63				1.95	0.19		
50075236	KNIGHT'S LIGH	4970		1,596	10.61	1.06							
50049003	CATERPILLAR F	4995		69,002	458.86								
50067126	PATTY STEVEN	5003		38,730	257.55								
50068159	PRIVETTE'S UP	5011		13,498									
50095729	HOWARD KEVIN	5030		15,445	102.71	10.27							
50068159	PRIVETTE'S UP	5084		13,498	89.76								
Total - 2008			87,720	155,725	1,529.13	13.96	-	-	-	1.95	0.19	-	-
2007													
07150482	RITCH BRUCE J	4982	26,840		190.86								
50097583	ALLTEL COMMU	4998		47,626	338.68								
50088209	JERRY E MIRAC	4983		5,843	41.55								
50068159	PRIVETTE'S UP	5012		3,360									
50080461	PRICE BRIAN K	5072		2,420	17.21	1.72							
50068159	PRIVETTE'S UP	5085		3,360	23.89	2.39							
50073937	HOCKING STEV	5033		13,027	92.66	8.42						4.06	0.37
Total - 2007			26,840	75,636	704.85	12.53	-	-	-	-	-	4.06	0.37
2006													
50094240	WESLEY CHAP	4986		101,790	648.10								
50071767	GENERAL ELEC	5001		86,747	552.32								
50080461	PRICE BRIAN K	5073		2,550	16.24	1.62							
Total - 2006			-	191,087	1,216.66	1.62	-	-	-	-	-	-	-
2005													
06066127	KELLY ROBERT	4953	22,960		128.58		16.07						
50071767	GENERAL ELEC	5002		95,198	533.11			66.64					
50080461	PRICE BRIAN K	5074		2,685	15.04	1.50	1.88	0.19					
Total - 2005			22,960	97,883	676.73	1.50	17.95	0.19	66.64	-	-	-	-

MEETING DATE 12/18/08

6/3d

AGENDA ITEM

REFUNDS NOVEMBER 2008

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT	HembyLL	SpringsG	SpringsL
2004													
50072183	HINSON PHILLIP	4984		45,139	236.98				31.60				
50080461	PRICE BRIAN K	5075		1,960	10.29	1.03	1.37	0.14					
Total - 2004			-	47,099	247.27	1.03	1.37	0.14	31.60	-	-	-	-
2003													
06099127	GONZALES THOMAS	4919	17,936		95.06		12.55						
50072183	HINSON PHILLIP	4985		62,155	329.42				43.51				
50080461	PRICE BRIAN K	5076		1,995	10.57		1.40						
Total - 2003			17,936	64,150	435.05	-	13.95	-	43.51	-	-	-	-
GRAND TOTALS			155,456	631,580	4,809.69	30.64	33.27	0.33	141.75	1.95	0.19	4.06	0.37

REFUNDS NOVEMBER :

Acct #	Name	Release #	Real Value	Pers. Value	StallGT	StallLL	WesleyGT	WesleyLL	Wesley FF	Wesley TT	Wesley TT LL	TOTALS
2004												
50072183	HINSON PHILLIP	4984		45,139								268.58
50080461	PRICE BRIAN K	5075		1,960								12.83
Total - 2004			-	47,099	-	-	-	-	-	-	-	281.41
2003												
06099127	GONZALES THOMAS	4919	17,936						3.04			110.65
50072183	HINSON PHILLIP	4985		62,155								372.93
50080461	PRICE BRIAN K	5076		1,995								11.97
Total - 2003			17,936	64,150	-	-	-	-	3.04	-	-	495.55
GRAND TOTALS			155,456	631,580	13.39	0.09	15.77	0.03	3.04	0.26	0.03	5,054.86

RELEASES NOVEMBER 2008

Acct #	Name	Relea	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	CSLL-9	HembyC	Hemby	Springs	Spring	StallGT	StallL	WaxhawC	Waxhaw
2009																
50100316	PLOWMAN J	5082		3,870	33.58								2.05			
Totals				3,870	33.58								2.05			
2008																
04080008	BOSWELL FF	4905	102,850		683.95											
04308022	BROOME JAI	4906	439,240		2,920.94						134.41					
04279014	BROOME JAI	4907	212,420		1,412.60						65.00					
04183006	PRICE BREN	4908	188,750		1,255.19											
02120002	HORNE RON	4909	17,110		113.78											
01069001	STATON RO	4910	14,220		94.56											
04063006	STARNE TH	4911	22,890		152.22											
04033022	FLAG BRAN	4912	163,410		1,086.68											
05036015	TYSON HOM	4913	410,155		2,727.54						125.50					
05036015	TYSON HOM	4914	26,160		173.96						8.01					
05036015	TYSON HOM	4915	274,810		1,827.48						84.10					
01234014	SIMPSON WI	4916	96,460		641.46											
09099004	BLACKMON I	4917	24,520		163.06											
07144004	CALLONWOC	4918	38,250		254.36								15.53			
08312125	HONEYCUTT	4921	25,300		168.25											
06030008	NEW TOWN	4922	49,900		331.83						15.27					
04147005	GRIFFIN RAY	4923	20,440		135.92											
06207410	THE RESERV	4924	118,790		789.95											
06207388	THE RESERV	4925	17,020		113.18											
06207401	THE RESERV	4926	6,010		39.96											
06207263	THE RESERV	4927	815,500		4,093.07											
06207436	THE RESERV	4928	81,720		410.43											
06207371	THE RESERV	4929	136,820		909.65											
06207225	THE RESERV	4930	137,110		911.78											
06207372	THE RESERV	4931	62,780		417.48											
06207123	THE RESERV	4932	6,550		43.55											
06207191	THE RESERV	4933	64,900		431.58											
06207374	THE RESERV	4934	79,130		526.21											
07090002	FUNDERBUR	4935	41,850		276.97								16.91			
08312127	HONEYCUTT	4939	21,280		141.51											
08312126	HONEYCUTT	4940	25,020		166.39											
08312126	HONEYCUTT	4941	26,120		173.70											
08312125	HONEYCUTT	4942	28,920		192.32											
08312126	HONEYCUTT	4943	19,930		132.54											
08324001	HONEYCUTT	4944	6,800		45.22				3.35							
08312104	HONEYCUTT	4945	17,880		118.91											
06210232	CHIMNEYS C	4946	1,305,070		8,678.71											

AGENDA ITEM
 # 6/3e
 MEETING DATE 12/5/08

RELEASES NOVEMBER 2008

Acct #	Name	Release	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	CSLL-8	HembyC	Hemby	Springs	Spring	StallGT	StallL	WaxhawC	WaxhawL
07027026	HELMS RHEI	4948	21,990		146.23											
01093002	THOMAS WA	4949	4,570		30.39											
G6078118	CENTEX HOF	4950	762		5,066.10											
P6078118	CENTEX HOF	4951	14,210		94.50										3.52	
03135005	NEWLAND B	4952	9,140		60.78											
07042037	DICARLO DIA	4954	120,530		801.52			59.42								
50098536	CANUP DAVI	4955		5,994	39.86	3.98										
50098747	CALLAHAM C	4956		18,150	120.70	12.07		8.95	0.89							
50099303	CREATING A	4957		7,306	48.58	4.86										
50099134	MUNSHI SHA	4958		58,970	392.16	39.22							23.94	2.39		
50099344	SYNTELLI SC	4959		18,819	125.15	12.52										
50099125	R & R AUTO	4961		24,595	163.56	16.36							9.99	1.00		
50099241	MY GUY AUT	4962		15,100	100.41	10.05							6.13	0.62		
50063322	MONROE BC	4963		13,120	87.25											
50099266	WILSON LAW	4965		50,083	333.06	33.30										
50098756	DOZCON	4966		24,659	163.98	16.40			12.16	1.21						
50069710	BJS CONSTI	4967		127	0.85	0.08										
50100259	CROOK GEO	4968		710	4.73	0.47					0.22	0.02				
50097208	FERKO RUTI	4969		1,440	9.57	0.96										
50096458	WEBB TRUC	4971		23,314	179.98	18.00										
50084492	ACK TOWING	4972		57,810	384.43	38.44										
50091720	PRINCE WIL	4987		4,390	29.19											
50099115	MESSERA KI	4988		22,570	150.09						6.91					
50098798	KESSLER MI	4989		20,510	136.39											
50098894	LUNSFORD I	4990		4,470	29.72						1.36					
50099080	DRILLINGS M	4991		18,705	124.39											
50085242	SPURR ARTH	4992		13,992	93.05										3.47	
50085748	DICENZO GU	4993		13,080	86.98											
50092377	TEE'S BARBI	4994		23,575	156.78											
50093061	DCI DRYWAI	4996		10,858	72.21											
50097583	ALLTEL COM	4997		46,073	306.38											
50080114	POPE LARRY	4999		2,000	13.30											
50080112	POPE LARRY	5000		1,000	6.65											
50098941	GRACE PRO	5004		34,785	231.32			17.15								
50100466	ERVIN LEAS	5005		1,522	10.12											
50080623	OWENS JAM	5006		5,390	35.84											
50100036	MERIDIAN 71	5007		34,020	226.23			16.77								
50069183	PARKER CAT	5008		1,320	8.78											
50091728	RUSHING RC	5009		6,160	40.96											
50078870	NEWTON MA	5010														
50083931	COLORWOR	5013		187,244				92.31								
50100047	CW CONSTR	5014		48,630				23.97								
50099410	CAROLINA T	5015		21,068												
50100589	LUISA THOM	5016		47,700	317.21	31.72										
50100578	SMITH SUSA	5017		5,970	39.70	3.97										
50076731	DOUGLAS HJ	5018		2,200	14.63	1.47										
50099461	DREAM DINN	5019		25,000	166.25	16.63									6.20	0.62

RELEASES NOVEMBER 2008

Acct #	Name	Relea	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	CSLL-9	HembyC	Hemby	Springs	Sprng	StallGT	StallL	WaxhawC	Waxhaw
50085638	BIGGERS ST	5020		865	5.75	0.58										
50081890	MASTERS DR	5022		300	1.99	0.20										
50100197	ARUNDELL T	5023		1,300	8.65	0.86										
5088606	MARTIN JOS	5024		5,423	36.06											
50099651	MIKE MOORE	5025		56,300	374.40	37.44							22.86	2.29		
50094291	KIKER CHAR	5026		7,520	50.01	5.00										
50087947	4 PAWS GR	5029		3,630	24.14	2.41		1.79	0.18							
50068006	A-1 PAVEME	5031		43,880	291.80	29.18										
50100387	JOHNSON R	5034		28,000	199.11	39.82									14.36	2.87
50097169	KING JOE JR	5035		26,080	173.43	17.34										
50094881	ASCENSION	5036		57,500	382.38	38.24										
50082502	ASSOCIATED	5037		45,700	303.91	30.39							18.55	1.86		
50086885	FRAZIER JAN	5038		10,490	69.76	6.98										
50098440	MI CLEANER	5039		154,060	1,024.50	102.45		75.95	7.60							
50098456	MY KITCHEN	5040		25,000	166.25	16.63		12.33	1.23							
50096510	CCC	5042		28,750	191.19	19.12							11.67	1.17		
50094489	M M PERFOR	5043		35,580	236.61	23.66		17.54	1.75							
50099510	MIRACLE CL	5044		10,800	71.82	7.18		5.32	0.53							
50098457	PAW PAW'S	5045		25,000	166.25	16.63		12.33	1.23							
50098586	LOS JARRITO	5046		76,700	510.06	51.01		37.81	3.78							
50094973	GILBERT S M	5047		1,939	12.89	1.29							0.79	0.07		
50083983	MCMANUS C	5048		4,045	26.90	2.69										
50095783	PIERCE GEC	5049		785	5.22	0.52										
50098580	EUROPEAN	5052		9,770	64.97	6.50							3.97	0.40		
50099165	SUNBELT MA	5053		64,150	426.60	42.66										
50092259	MIKE MELTO	5054		18,112	120.45	12.05										
50100423	THOMAS KIM	5056		15,010		9.98										
50098439	NR & ASSOC	5057		86,373	574.38	57.44							35.07	3.51		
50076192	BUTLER ELIZ	5058		1,000	6.65	0.67										
50089704	LOWERY TEL	5059		6,370	42.36	4.24										
50099184	RIDGELINE E	5060		25,000	166.25	16.63		12.33	1.23							
50080461	PRICE BRIAN	5063		7,058	46.94	4.69										
50095867	MORRIS ALF	5064		31,820	40.13	4.02										
50098190	PURSER JES	5065		10,308	68.55	6.85										
50080624	PAOLI DAVIC	5066		1,045	6.95	0.69										
50095116	SHIPPER'S D	5067		6,920	46.02	4.60									1.72	0.17
50098679	ALFRED A UN	5068		25,000	166.25	16.63		12.33	1.23							
50093334	REDDING RC	5069		4,560	30.32											
50094528	D Y E INCOR	5070		33,800	224.77	22.48		16.66	1.67							
50099561	RANDY'S FL	5071		25,000	166.25	16.63		12.33	1.23							
50098992	MAGRANN A	5077		25,000	166.25	16.63										
50096100	TAYLOR INT	5078		28,750	191.19	19.12							11.67	1.17		
50100274	COLASURDC	5080		61,050	405.98	40.60					18.68	1.87				
50099088	PANTHER PR	5081		25,000	166.25	16.63										
50094456	ANDRE'S CA	5083		4,990	33.18	3.32		2.46	0.25							
50070934	WHITAKER A	5086														
05003001	BROOKLAND	5087	257,410		1,711.77						78.77					

RELEASES NOVEMBER 2008

Acct #	Name	Relea	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	CSLL-9	HembyC	Hemby	Springs	Spring	StallGT	StallLI	WaxhawC	Waxhaw
2002																
50070120	CAMPBELL E	4978		6,770	31.85	3.19	4.74	0.47								
Totals			-	6,770	31.85	3.19	4.74	0.47	-	-	-	-	-	-	-	-
2001																
50070120	CAMPBELL E	4979			24.09	2.41	3.58	0.36								
50070120	CAMPBELL E	4979			11.57	1.16	1.72	0.17								
Totals			-	-	35.66	3.57	5.30	0.53	-	-	-	-	-	-	-	-
2000																
50070120	CAMPBELL E	4980			24.75	2.48	3.10	0.31								
Totals			-	-	24.75	2.48	3.10	0.31	-	-	-	-	-	-	-	-
1999																
50070120	CAMPBELL E	4981		5,570	36.76	3.68	3.90	0.39								
Totals			-	5,570	36.76	3.68	3.90	0.39	-	-	-	-	-	-	-	-
GRAND TOTALS			5,425,607	2,427,436	55,276.45	1,155.03	62.94	5.06	453.26	24.01	546.03	2.57	204.29	15.14	29.27	3.66

RELEASES NOVEMB

Acct #	Name	Relea	Real Value	Pers. Value	WesleyG	WesleyL	AllensF	Bakers	Beaverl	New S	Sandy	Springs	StackF	Stallin	Union	Wingat	Wesley	WTT		Total	
																		LL	Wingat		
2002																					
50070120	CAMPBELL E	4978		6,770								40.98									81.23
Totals			-	6,770	-	-	-	-	-	-	-	40.98	-	-	-	-	-	-	-	-	81.23
2001																					
50070120	CAMPBELL E	4979										39.11									69.55
50070120	CAMPBELL E	4979																			14.62
Totals			-	-	-	-	-	-	-	-	-	39.11	-	-	-	-	-	-	-	-	84.17
2000																					
50070120	CAMPBELL E	4980										40.35									70.99
Totals			-	-	-	-	-	-	-	-	-	40.35	-	-	-	-	-	-	-	-	70.99
1999																					
50070120	CAMPBELL E	4981		5,570								35.78									80.51
Totals			-	5,570	-	-	-	-	-	-	-	35.78	-	-	-	-	-	-	-	-	80.51
GRAND TOTALS			5,425,607	2,427,436	664.48	1.40	105.00	80.42	150.00	50.00	50.00	189.31	50.00	50.00	43.73	50.00	140.36	0.89	45.49	4.55	59,452.36

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 6/3f

(Central Admin. use only)

SUBJECT: Late Elderly/ Disabled, Use Value and Religious Exemption Applications

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

ATTACHMENT(S):
Tax Office Summary of
Recommendations for Untimely
Applications

INFORMATION CONTACT:
John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve said applications

BACKGROUND: The tax office has received a few late applications for: Elderly exclusion (2), disability exclusion (1), farm present use value (1), and a church exemption (1) that are summarized on the attached form.

North Carolina tax Law contains provisions for the Board of County Commissioners to consider such late applications for just cause after the Board of Equalization and Review has adjourned. The Board of Equalization and Review has customarily approved such applications while it was in session.

FINANCIAL IMPACT: Negligible impact due the small volume (5)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**BOCC - Tax Office Staff Recommendations for Elderly/Disability Exclusion,
Religious Exemption, and Present Use Value Untimely Applications
12/3/2008**

ITEM #	PARCEL #	OWNER	REASONS
Disability Exclusion			
1	02-006-007B	Douglas, Ernest Calvin	The Assessment Data Staff recommends approval for the untimely filing of a 2008 Elderly/Disability Exclusion application. A letter was submitted by Mr. Douglas stating that he was unaware of this benefit, had issues getting his VA doctor to sign the AV-9A (Certification of Disability form) due to his office being relocated and also had to request a copy of his SSA-1099 (Social Security benefits statement) which prevented him from filing the application timely. The complete application and required documentation was filed on October 30, 2008 (deadline was June 1, 2008). All other qualifications were met.
Elderly Exclusions			
2	04-156-004	Wilson, Kenneth Worth	The Assessment Data Staff recommends approval for the untimely filing of a 2008 Elderly/Disability Exclusion application. A letter was submitted by Mr. Wilson's daughter stating that he is 89 years old and was unaware of this benefit which prevented him from filing the application timely. The complete application and required documentation was filed on October 30, 2008 (deadline was June 1, 2008). All other qualifications were met.
3	05-132-050	Curtis, Lois Daphine	The Assessment Data Staff recommends approval for the untimely filing of a 2008 Elderly/Disability Exclusion application. A letter was submitted by Ms. Curtis stating that she submitted the application on May 14, 2008, called our office on November 17, 2008 to confirm it had been approved and was told that we had not received it. She is re-submitting now with a request for approval for untimely filing. The complete application and required documentation was received on November 24, 2008 (deadline was June 1, 2008). All other qualifications were met.
Religious Exemption			
4	09-339-021A	Shiloh Baptist Church	The Assessment Data Staff recommends approval for the untimely filing of a 2008 Exemption application (Note: Applications filed in 2002 & 2004 were timely). A letter was submitted stating that they assumed that the property would already be exempt from taxes. Due to this misunderstanding they neglected to file the application timely. The completed application was filed on October 25, 2008 (deadline was January 31, 2008). All other qualifications were met.
Present Use Value			
5	05-039-005	Tyson, June A.	The Assessment Data Staff recommends approval for the untimely filing of a 2008 Present Use Value application. Our office received a letter from Mrs. Tyson stating that her application was untimely due to medical reasons. All other qualifications were met.
6	05-087-021 80/90	Yarbrough, John R. & Claudia M.	The Assessment Data Staff recommends approval for the untimely filing of a 2008 Present Use Value application. Our office received a letter from Mrs. Yarbrough stating that her application was untimely due to medical reasons. All other qualifications were met.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 6/4

(Central Admin. use only)

SUBJECT: Authorize the Manager to take certain actions regarding the selection and hire of a new Cooperative Extension Director

DEPARTMENT: Central Administration **PUBLIC HEARING:** Choose one....

ATTACHMENT(S):

INFORMATION CONTACT:

Matthew Delk, Asst. Manager

TELEPHONE NUMBERS:

704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Manager and/or his representatives to serve on the Interview team for a new Cooperative Extension Director, and to authorize the Manager to approve or disapprove the final recommended candidate.

BACKGROUND: County Staff met recently with Donald Cobb, District Extension Director of NC State Extension Service, regarding the process that we will need to go through in order to select a new Cooperative Extension Director to replace Jerry Simpson, who recently announced his retirement. Union County Cooperative Extension operates under the auspices of a Memorandum of Understanding between Union County and NC State that spells out how the position will be selected. The MOU stipulates that Cooperative Extension will consult with the County Commissioners or the Manager prior to making the appointment.

In practice, NC State sends two officials to meet with a representative of the County, who will form a Committee to select candidates after the recruitment period closes. NC State will then set up a day when the candidates go through interviews involving a forum with Community representatives, a meeting with Local Staff, and an actual interview with the Interview Committee. The successful candidate is recommended to the County Manager for final appointment. In accordance with the MOU and NC State's procedures for the interview and selection process we recommend that you authorize the Manager to appoint a County representative(s) to the interview team, and that you authorize the Manager to approve or disapprove the final recommended candidate.

Mr. Simpson is retiring effective December 31. NC State will appoint an Interim Director, and the recruitment for the new Director will begin in January 2009.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 15, 2008

Action Agenda Item No. 6/5(1-4)

(Central Admin. use only)

SUBJECT: Adjustment to Pay Grade Assignments

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):

1. Memo from Barry Wyatt
2. Position Counts - Position Classification forms
3. Financial Information for Position Change Requests
4. Current Job Descriptions
5. New Job Descriptions

INFORMATION CONTACT:

Mark Watson

TELEPHONE NUMBERS:

(704) 283-3869

DEPARTMENT'S RECOMMENDED ACTION: Approve revision of 2008 - 2009 Union County Pay and Classification Plan by adjusting the pay grade assignment for the following job classifications:

1. Purchasing Agent (General Services) from Pay Grade 69 to Pay Grade 73
2. Assistant Director (General Services) from Pay Grade 73 to Pay Grade 75.
3. Dispatcher (Transportation & Nutrition) from Pay Grade 61 to Pay Grade 59.
4. Bilingual Program Assistant (Transportation & Nutrition) from Pay Grade 60 to Pay Grade 56.

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

The job analysis and evaluation of the classifications was conducted at the Departments request to determine if a substantial change has occurred in the nature or level of duties and responsibilities of an existing position.

The results indicate that the correct pay grade assignments should be 73 (Purchasing Agent), 75 (Assistant Director of General Services), 59 (Dispatcher - Transportation & Nutrition) and 56 (Bilingual Program Assistant).

PROCESS -

Job Analysis:

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

Job Evaluation:

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

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

Job Function Requirements

- Information Processing
- People Relationships
- Technology Application

Aptitude Requirements

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

Responsibility Requirements

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

Job Environment Requirements

- Working Conditions

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

Job Descriptions or Classification Specifications:

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

FINANCIAL IMPACT: This action adjusts the pay grade assigned to the Assistant Director of General Services, Dispatcher - General Services and Bilingual Program Assistant. The Purchasing Agent pay grade adjustment will result in an increase of \$6,966 to salary and benefits. The number of positions allocated to the department in the 2008-09 Budget is not changed by this action.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



**Union County
General Services Department**

AGENDA ITEM
6/S(1-2)
MEETING DATE 12-15-08

Memorandum

DATE: October 22, 2008

MEMO TO: Mark Watson
Personnel Director

FROM: Barry Wyatt
General Services Director

SUBJECT: REQUEST FOR TWO POSITION RECLASSIFICATIONS

I recommend the reclassification of the Assistant Director of General Services position from Grade 73 to Grade 75 and the Purchasing Agent from Grade 69 to 73. The job duties and responsibilities of both have changed significantly. The specific list of duties for these positions are contained in the attached new job descriptions.

New functions performed by the Assistant Director of General Services include:

- Execute & maintain countywide building management system
- Direct the Sign Shop Division
- Assist Sign Tech with sign design & production with new software & hardware
- Create & maintain Sign Shop Work Order System in MS Access
- Review construction blueprints to determine keying & signage requirements
- Administer building security software; Winpak & Keytrail
- Supplement packaged software, by using MS Access, to fit Union County's needs
- Teach MS Office, Windows and graphics softwares to employees
- Design digital graphics for banners, posters, and special projects
- Produce on-demand vehicle-related reports that are not available from the purchased software
- Coordinate MP2 Building Maintenance Software package with Keith Corp. employees
- Design and construct MS Access databases as needed
- Make 911 read-only MS Access database available to UC employees
- Develop & maintain Healthy Carolinians Access database for data input and analysis



Union County General Services Department

Memorandum

New functions performed by the Purchasing Agent include:

- Project Management of large furniture purchases and installation
- Develop delivery schedules for furniture projects, starting at the staging phase
- Implement and manage recycling program
- Act as move coordinator for Departmental relocations
- Plan annual surplus sale and sell County surplus on GovDeals vs. the annual live auction
- Control budget of projects
- Update purchasing webpage and CountyConnect
- Review construction drawings for furniture needs
- Supervise laborers for surplus and recycling projects
- Work closely with Construction Manager and IT on construction projects
- Prepare and submit minority reports to the State
- Maintain vendor database
- Develop reports within Winpak security software system
- Implement and manage Swap Shop – as a better way to reuse County assets

These changes in job content require more education, greater computer skills, more independent decision-making and the ability to work in a dynamic work environment.

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

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

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

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

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

A. Position Classification Plan

Job Description	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Change	<input type="checkbox"/> Deletion
Job Title	Purchasing Agent		
Pay Grade	69		
General Statement of Job			
Organizational Assignment	General Services		
Justification	Change in Pay Grade from 69 to 73		

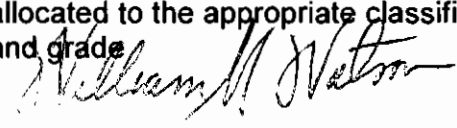
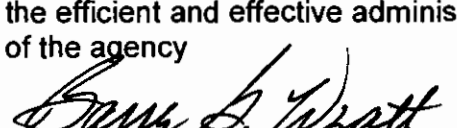
B. Budgeted Position Counts

Position Counts	Regular full time	Regular part-time
Current authorized	10.00	0.65
This modification	0.00	0.00
Amended authorization	10.00	0.65

Current fiscal year financial impact	2,143
Annualized fiscal impact	6,966

Source of Funds	Line item transfer from other areas within General Services
-----------------	---

Certifications:

Position classification has been properly allocated to the appropriate classification and grade  Personnel Director	Position classification is necessary for the efficient and effective administration of the agency  Agency Director
--	--

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

Please route this form as follows:

Personnel → Finance → County Manager → Personnel

Department: General Services
 Position: _____
 Position Code: 10542620-5121
 Position #: 424002
 Effective Date (1st day of PP): 11 - 08 - 2008

Current (from):
Purchasing Agent
69

Proposed (to):
Purchasing Agent
73

Categorized:	Current (from)		Proposed (to)		Increase / (Decrease)	
	Wage	Benefits	Wage	Benefits	Wage	Benefits
Benefits - FT:	44,363	15,035	50,174	16,191	5,811	1,155
Benefits - RPT:		-		-	-	-
Benefits - PT:		-		-	-	-
		<u>59,398</u>		<u>66,365</u>		<u>6,966</u>

to End of Fiscal Yr:

Benefits - FT:	1,706	598	1,930	643	224	44
Benefits - RPT:	-	-	-	-	-	-
Benefits - PT:	-	-	-	-	-	-
		<u>2,304</u>		<u>2,572</u>		<u>268</u>

Grade Information (at minimum):

FY06 Pay Plan	<u>38,657</u>	<u>46,155</u>
(as used for FY07 budgeting)		
FY07 Pay Plan	<u>40,590</u>	<u>48,463</u>

Current (or Last) Occupant Info:

Original FY07 Budget	<u>44,363</u>	5,706	(above minimum FY06 pay plan amount)
Original Request			(46,155) (above minimum FY06 pay plan)
Position Filled (yes/no)	<u>Yes</u>		
Current Occupant Rate	<u>44,363</u>	3,773	(above minimum FY07 pay plan amount)
Proposed Request			(48,463) (above minimum FY07 pay plan)

Additional Comments:

Comment 1: _____
 Comment 2: _____
 Comment 3: _____

Approved in Finance by: _____ & _____

**PURCHASING AGENT**Class Code:
2904UNION COUNTY
Established Date: Aug 15, 2005
Revision Date: Aug 16, 2005**SALARY RANGE**

\$20.20 - \$30.30 Hourly
\$1,616.27 - \$2,424.35 Biweekly
\$3,501.92 - \$5,252.75 Monthly
\$42,023.00 - \$63,033.00 Annually

GENERAL STATEMENT:

Under limited supervision, performs supervisory, administrative and purchasing work in the Purchasing Division of the General Services Department. Work primarily involves developing and implementing procedures for procuring services, supplies and equipment for County departments at prices and quality standards that best benefit the County. Employee is responsible for supervising two subordinate staff, preparing and reviewing bid specifications, reviewing bid replies and proposals, awarding purchasing contracts, and administering contracts for materials, supplies and/or services. Employee must exercise considerable initiative and independent judgement in determining proper contractual agreements to benefit the County, and for managing the purchasing program. Employee must also exercise tact and courtesy in frequent contact with vendors. Reports to the Assistant Director

ESSENTIAL FUNCTIONS:

Monitors the purchasing activity of County departments to ensure compliance with N.C. statutes and local policy, and to ensure that the County, through its purchasing practices, receives the best return for money spent.

Assists departments in specifying or selecting the best equipment or vendors to perform tasks.

Supervises Accounting Tech III and Administrative Secretary.

Conducts formal bid openings and evaluates bids. Requests and evaluates informal bids.

Reviews requisitions; confers with vendors to obtain product or service information such as price, availability, and delivery schedules.

Selects products for purchase by testing, observing or examining items.

Maintains procurement records of items or services purchased, costs, delivery and product quality and/or performance.

Discusses defective or unacceptable goods or services with users, vendors and others to determine the source of trouble and takes corrective action.

Expedites delivery of goods to users.

Administers annual office supply contract.

Administers procurement card program.

Manages County fixed assets system.

Prepares bid documents including Request for Bids, Requests for Proposals, general conditions, specifications, etc. for purchases requiring formal bidding procedures.

Purchases supplies, equipment, and services necessary for the operation of County departments.

Interviews vendors in person, via email, or by telephone to obtain information relative to product, price, and the ability of the vendor to deliver the product or service as required by the County.

Locates vendors for new products or new vendors for existing products.

Conducts sales or other disposals of surplus County property.

ADDITIONAL JOB FUNCTIONS

Performs other related work as required.

EDUCATION AND EXPERIENCE:

Bachelor's Degree in business or public administration with a concentration in accounting, or in a related field, and 3 to 5 years of progressively responsible experience in purchasing work, preferably with some supervisory experience; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. CLGPO or CPM certification desirable.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Physical Requirements: Must be physically able to operate a variety of automated office machines which includes computers, copiers, calculators, fax machines, postage meters, microfiche equipment, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for those for Medium Work.

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

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

Language Ability: Requires the ability to read a variety of records and reports including monthly budget reports, invoices, requisitions, correspondence, bid requests, specifications, etc. Requires the ability to prepare bids, supply room reports, technical data, bid notices, letters, purchase orders, bid recaps, and related reports and records, using prescribed format and conforming to all rules of punctuation, grammar, diction and style.

Intelligence: Requires the ability to apply principles of rational systems as applied to purchasing principles and processes to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to use and interpret a variety of professional and technical languages, including engineering, legal, accounting, and marketing terminology.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract totals; to multiply and divide; to determine percentages and decimals; to determine time and weight; and to utilize basic systems of algebra.

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

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

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

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

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under minimal levels of stress.

Physical Communication: Requires the ability to talk and/or hear : (talking: expressing or exchanging ideas by means of spoken words; hearing - perceiving nature of sounds by ear).

PERFORMANCE INDICATORS

Knowledge of Job: Has thorough knowledge of modern governmental purchasing principles, methods and procedures. Has thorough knowledge of the methods and procedures used in preparing bid specifications. Has thorough knowledge of the formal and informal bid process. Has considerable knowledge of modern office practices and procedures. Has considerable knowledge of the principles of supervision, organization and administration. Has considerable knowledge of the various grades, quality standards, and sources of supply and price trends for a variety of goods and services. Has considerable knowledge of the County's budget code system. Has considerable knowledge of the current literature, trends and developments in the field of governmental purchasing. Is able to use popular computer-driven word processing, spreadsheet and file maintenance programs. Is able to work rapidly and accurately with figures. Is able to apply and interpret policies and to explain these policies to other employees and vendors. Is able to prepare bid specifications for a variety of equipment and services purchased by the County. Is able to exercise independent judgment in selecting from items available and cost quotations when recommending purchases. Is able to maintain accurate purchasing records and prepare periodic reports from these records. Is able to assign, direct and supervise subordinate staff. Is able to understand and follow oral and written instructions. Is able to communicate effectively orally and in writing. Is able to answer inquiries and questions concerning

purchasing independently. Is able to exercise tact, courtesy and firmness in frequent contact with vendors. Is able to establish and maintain effective working relationships as necessitated by work assignments.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all County departments and divisions, co workers and the general public.

Quantity of Work: Maintains effective and efficient output of all duties and responsibilities as described under "Specific Duties and Responsibilities."

Dependability: Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, County policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends work regularly and adheres to County policies and procedures regarding absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self reliant and self starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with County policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the County.

Relationships with Others: Shares knowledge with supervisors and staff for mutual and County benefit. Contributes to maintaining high morale among all County employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the County and project a good County image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the County. Interacts effectively with fellow employees, supervisor, professionals and the general public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated

schedules. Maintains a calendar for meetings, deadlines and events.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the County and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and County objectives. Organizes, arranges and allocates manpower, financial and other designated resources in an efficient and effective way so as to achieve the goals and objectives of the department and County.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and department matters affecting them and/or of concern to them.

Staffing: Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

UNION COUNTY JOB DESCRIPTION

JOB TITLE: PURCHASING AGENT

GENERAL STATEMENT OF JOB

Under limited supervision, performs supervisory, administrative and purchasing work in the Purchasing Division of the General Services Department. Work primarily involves coordinating the purchasing activities of County departments to ensure compliance with North Carolina statutes and local policy while ensuring that Union County receives the best return for money spent without sacrificing quality. This employee prepares, evaluates and awards Request for Proposals/Request for Bids and quotes for the procurement of specific commodities. This employee acts as a Project/Move Coordinator during building construction. The employee also manages the office supply contract, procurement card program, the sale of surplus goods and the recycling program within all county facilities; organizes procurement training for departments; and alerts minority businesses of upcoming projects and reports results to the state. The employee must also exercise tact and courtesy in frequent contact with vendors. The employee has two direct reports and assists with the supervision of outsourced laborers. Reports to the Assistant Director.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

- Purchases apparatus, supplies, materials, and equipment.
- Creates and processes Request for Bids, Request for Proposals and quotes.
- Manages furniture projects.
- Develops and monitors purchasing contracts.
- Verifies and processes requisitions in Munis.
- Selects vendors for furniture requirements.
- Insures suppliers respond appropriately when issues of delivery, cost or quality exist.
- Plans annual surplus sale; sells County surplus through chosen internet vendor.
- Informs requisitioners of bid procedures.
- Manages recycling (reuse) of surplus within Union County departments.
- Reviews construction drawings for furniture needs.
- Supervises laborers for surplus and recycling projects.
- Interviews potential vendors.
- Directs and coordinates activities of requisitioners.

PURCHASING AGENT

Consults and negotiates with vendors.

Maintains continuing knowledge of North Carolina purchasing laws.

Directs Administrative Assistant and Accounting Technician.

Develops delivery schedules for furniture projects, starting at the staging phase.

Manages the recycling program.

Coordinates moves.

Administers office supply contract.

Controls project budgets.

Conducts pre-bid conferences and bid openings.

Seeks reliable vendors to provide quality goods at reasonable prices.

Tests and researches products for durability and practicality.

Works closely with Construction Manager on construction projects.

Researches state and federal contracts for updates and changes.

Prepares and submits minority reports to the state.

Maintains vendor database.

Oversees Fixed Assets inventory.

Develops reports within security software system,

Writes advertisements for local newspapers for upcoming bids.

Trains new employees on purchasing procedures.

Assists with updating and improving the purchasing webpage and County Connect.

Creates security badges when necessary.

Maintains bid document files.

ADDITIONAL JOB FUNCTIONS

Performs other related work as required.

PURCHASING AGENT

MINIMUM TRAINING AND EXPERIENCE

Bachelor's Degree in business or public administration with a concentration in accounting, or in a related field, and 3 to 5 years of progressively responsible experience in purchasing work, preferably with some supervisory experience; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. CLGPO or CPM certification desirable.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of automated office machines which includes computers, copiers, calculators, fax machines, postage meters, microfiche equipment, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for those for Medium Work.

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PURCHASING AGENT

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PURCHASING AGENT

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PURCHASING AGENT

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Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have read and understand the revised job description. I have been given the opportunity to discuss any questions I may have and agree with the content.

Nicole Hatch
Employee's Signature

Nicole Hatch
Employee's Name (please print)

11/5/08
Date

Jane D Clements
Supervisor's Signature

Jane D. Clements
Supervisor's Name (please print)

11/5/08
Date

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

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

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

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

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

A. Position Classification Plan

Job Description	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Change	<input type="checkbox"/> Deletion
Job Title	Assistant Director of General Services		
Pay Grade	73		
General Statement of Job			
Organizational Assignment	General Services		
Justification	Change in Pay Grade from 73 to 75		


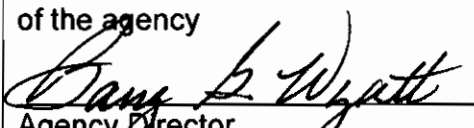
B. Budgeted Position Counts

Position Counts	Regular full time	Regular part-time
Current authorized	10.00	0.65
This modification	0.00	0.00
Amended authorization	10.00	0.65

Current fiscal year financial impact	0
Annualized fiscal impact	0

Source of Funds	N/A
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Certifications:

Position classification has been properly allocated to the appropriate classification and grade	Position classification is necessary for the efficient and effective administration of the agency
 Personnel Director	 Agency Director

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

Please route this form as follows:

Personnel → Finance → County Manager → Personnel

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

Financial Information for Position Change Request

FY 2006-2007

Department:

General Services

 Division:

--

 Account code:

10542620-5121

 Position #:

426002

 Effective Date (1st day of PP):

11 - 08 - 2008

Title:

Current (from): Director of General Services	Proposed (to): Director of General Services
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 Pay Grade:

73	75
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	Wage		Benefits		Increase / (Decrease)	
	Wage	Benefits	Wage	Benefits	Wage	Benefits
Annualized:						
Wage/Benefits - FT:	56,312	17,411	56,312	17,411	-	-
Wage/Benefits - RPT:		-		-	-	-
Wage/Benefits - PT:		-		-	-	-
Total:		<u>73,723</u>		<u>73,723</u>		<u>-</u>

Effect to End of Fiscal Yr:						
	Wage	Benefits	Wage	Benefits	Wage	Benefits
Wage/Benefits - FT:	2,166	690	2,166	690	-	-
Wage/Benefits - RPT:	-	-	-	-	-	-
Wage/Benefits - PT:	-	-	-	-	-	-
Total:		<u>2,855</u>		<u>2,855</u>		<u>-</u>

Notes:

Pay Grade Information (at minimum):

FY06 Pay Plan	46,155	50,462
(as used for FY07 budgeting)		
FY07 Pay Plan	48,463	52,985

Current (or Last) Occupant Info:

Original FY07 Budget	56,312	10,157	(above minimum FY06 pay plan amount)			
Original Request				(50,462)	(above minimum FY06 pay plan)	
Position Filled (yes/no)	Yes					
Current Occupant Rate	56,312	7,849	(above minimum FY07 pay plan amount)			
Updated Request				(52,985)	(above minimum FY07 pay plan)	

Additional Comments:

Comment 1:	
Comment 2:	
Comment 3:	

Reviewed in Finance by: _____ & _____

**ASSISTANT DIRECTOR - GENERAL
SERVICES**Class Code:
1712UNION COUNTY
Established Date: Aug 10, 2005
Revision Date: Aug 11, 2005**SALARY RANGE**

\$24.12 - \$36.18 Hourly
\$1,929.77 - \$2,894.62 Biweekly
\$4,181.17 - \$6,271.67 Monthly
\$50,174.00 - \$75,260.00 Annually

GENERAL STATEMENT:

Under limited supervision, performs professional administrative work assisting the Director in planning, organizing, and directing the day to day operations of the Purchasing and Fleet Management Divisions of the County General Services Department. In the absence of the Director, the Assistant also provides administrative supervision of the Property Management Division of the Department.

Work involves: 1) assisting in planning, developing and implementing policy and procedures for negotiating and entering into contracts to procure services, supplies and equipment for County departments at prices and quality standards that comply with N.C. statutes and local policy, and ensure that the County, through its purchasing practices, received the best return for money spent and 2) assisting in planning, developing and implementing a countywide fleet management system for a fleet of 300+ vehicles and pieces of heavy equipment and providing routine oversight of daily fleet maintenance operations.

Assists the Director in developing and maintaining a five-year facility preventive maintenance and capital improvement plan.

ESSENTIAL FUNCTIONS:

Employee is responsible for supervising and directing purchasing and fleet management staff.

Assists Director in planning and budgeting for all departmental divisions.

Assists Director in preparing and reviewing complex bid specifications, reviewing bid replies and proposals, awarding purchasing contracts, and administering contracts for materials, supplies and/or services.

Must exercise considerable initiative and independent judgment in recommending proper contractual agreements to benefit the County, and for supervising the purchasing and fleet management programs.

Assists departments in specifying or selecting the best equipment or vendors to perform tasks.

Writes specifications for material or equipment.

Assists in conducting sales or other disposals of County property.

Develops and maintains a capital asset inventory system.

Must also exercise tact and courtesy in frequent contact with vendors. Reports to the General Services Director.

ADDITIONAL JOB FUNCTIONS

Performs other related work as required.

EDUCATION AND EXPERIENCE:

Bachelor's degree in business or related field, and 3 to 5 years of experience in purchasing and management, including supervisory experience; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS:

N.C. driver's license. Thorough knowledge of personal computers including Microsoft Office software and implementation of automated systems.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Physical Requirements: Must be physically able to operate a variety of automated office machines which includes computers, copiers, calculators, fax machines, postage meters, microfiche equipment, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for those for Medium Work.

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Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to use and interpret a variety of professional and technical languages, including engineering, legal, accounting, and marketing terminology.

Numerical Aptitude:

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

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

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

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

color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under minimal levels of stress.

Physical Communication: Requires the ability to talk and/or hear: (talking: expressing or exchanging ideas by means of spoken words; hearing - perceiving nature of sounds by ear).

PERFORMANCE INDICATORS

Knowledge of Job: Has considerable knowledge of modern governmental purchasing principles, methods and procedures. Has considerable knowledge of the methods and procedures used in preparing bid specifications. Has considerable knowledge of the formal and informal bid process. Has considerable knowledge of modern office practices and procedures. Has considerable knowledge of the principles of supervision, organization and administration. Has considerable knowledge of the principles and methods of inventory control and record keeping. Has considerable knowledge of the various grades, quality standards, and sources of supply and price trends for a variety of goods and services. Has considerable knowledge of the County's budget code system. Has considerable knowledge of the current literature, trends and developments in the field of governmental purchasing and fleet management. Is able to use popular computer-driven word processing, spreadsheet and file maintenance programs. Is able to work rapidly and accurately with figures. Is able to apply and interpret policies and to explain these policies to other employees and vendors. Is able to prepare bid specifications for a variety of equipment and services purchased by the County. Is able to exercise independent judgment in selecting from items available and cost quotations when recommending purchases. Is able to maintain accurate inventory and purchasing records and prepare periodic reports from these records. Is able to assign, direct and supervise a professional and clerical staff. Is able to understand and follow oral and written instructions. Is able to communicate effectively orally and in writing. Is able to answer inquiries and questions concerning purchasing independently. Is able to exercise tact, courtesy and firmness in frequent contact with vendors. Is able to establish and maintain effective working relationships as necessitated by work assignments.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all County departments and divisions, co workers and the general public.

Quantity of Work: Maintains effective and efficient output of all duties and responsibilities as described under "Specific Duties and Responsibilities."

Dependability: Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, County policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends work regularly and adheres to County policies and procedures regarding absences and tardiness. Provides adequate notice to Director with respect to vacation time and time off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self reliant and self starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and

initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with County policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the County.

Relationships with Others: Shares knowledge with supervisors and staff for mutual and County benefit. Contributes to maintaining high morale among all County employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the County and project a good County image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the County. Interacts effectively with fellow employees, supervisor, professionals and the general public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines and events.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the County and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and County objectives. Organizes, arranges and allocates manpower, financial and other designated resources in an efficient and effective way so as to achieve the goals and objectives of the department and County.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and department matters affecting them and/or of concern to them.

Staffing: Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the

development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in recommending courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, recommends alternatives to the Director.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices.

1712

UNION COUNTY JOB DESCRIPTION

JOB TITLE: ASSISTANT DIRECTOR OF GENERAL SERVICES

GENERAL STATEMENT OF JOB

Under limited supervision, performs professional administrative work to support the County departments as they serve the citizens of Union County. The employee is responsible for supervising and directing Fleet Management, Purchasing and the Sign Shop divisions. In the absence of the Director of General Services the employee supervises the Property Management division. The employee also interprets construction blueprints for security keying systems and required signage; prepares and reviews complex bid specs, plans and budgets for all divisions and contribute vehicle costs to budget process; creates and manages databases; audits fuel and garage invoices; generates ad-hoc computer reports; teaches computer software; performs special projects; administers building security software; manages security contract; and tests and selects computer software and hardware. Must exercise considerable initiative and independent judgment in recommending appropriate contractual agreements. The employee must also exercise tact and courtesy in frequent contact with vendors. This position reports to the Director of General Services.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Assists the Director of General Services.

Directs the Purchasing, Fleet Management and Sign Shop Divisions.

Oversees the Property Management Division as necessary.

Mentors Purchasing Agent; delegates activities.

Completes position analysis questionnaires and job postings; writes appraisals.

Trains employees as necessary.

Explores ways to improve and promote customer service to other County departments.

Audits fuel invoices.

Generates monthly garage billing.

Supplements packaged software as necessary to fit the County's needs.

Creates and distributes vehicle and building information.

Creates and maintains Sign Shop Work Order System.

Executes countywide building management and fleet management systems.

Teaches Microsoft Office, Windows and graphics software to employees.

ASSISTANT DIRECTOR OF GENERAL SERVICES

Administers building security software.

Provides vehicle maintenance cost data for budgeting.

Designs digital graphics for banners, posters and special projects.

Analyzes vehicle performance.

Produces on-demand vehicle related reports.

Researches fuel availability and cost.

Coordinates MP2 Building Maintenance package with outsourced employees.

Coordinate ExtraFleet Vehicle Maintenance Software package with garage employees.

Keeps abreast of new software.

Designs and constructs Microsoft Access databases as necessary.

Performs purchasing activities as necessary.

Manages the security contract.

Writes specifications for material and/or equipment.

Selects and tests computer hardware and peripherals.

Develops and implements special programs ad needed.

Reviews constructions blueprints to determine keying and signage requirements.

Communicates with software vendor technicians during additions or upgrades.

Selects computer software vendors.

Reviews purchased software for updates and monitors maintenance contracts.

Executes and oversees maintenance of capital asset inventory system.

Takes photos, creates security badges, assists visitors ad distributes mail as necessary.

Maintains positive relationships with all vendors and county departments.

ADDITIONAL JOB FUNCTIONS

Performs other related work as required.

ASSISTANT DIRECTOR OF GENERAL SERVICES

MINIMUM TRAINING AND EXPERIENCE

Bachelor's degree in business or related field, and 3 to 5 years of experience in purchasing and management, including supervisory experience; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS

N.C. driver's license. Thorough knowledge of personal computers including Microsoft Office software and implementation of automated systems. Microsoft Office Master Instructor Certification preferred. Purchasing Certification preferred.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of automated office machines which includes computers, copiers, calculators, fax machines, postage meters, microfiche equipment, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for those for Medium Work.

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

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

Language Ability: Requires the ability to read a variety of reports, correspondence, budget reports, bid specs, etc. Requires the ability to prepare correspondence, reports, forms, budgets, studies, etc., using prescribed formats and conforming to all rules of punctuation, grammar and style.

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

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to use and interpret a variety of professional and technical languages, including engineering, legal, accounting, and marketing terminology.

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

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

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

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

ASSISTANT DIRECTOR OF GENERAL SERVICES

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

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under minimal levels of stress.

Physical Communication: Requires the ability to talk and/or hear: (talking: expressing or exchanging ideas by means of spoken words; hearing - perceiving nature of sounds by ear).

PERFORMANCE INDICATORS

Knowledge of Job: Has considerable knowledge of modern governmental purchasing principles, methods and procedures. Has considerable knowledge of the methods and procedures used in preparing bid specifications. Has considerable knowledge of the formal and informal bid process. Has considerable knowledge of modern office practices and procedures. Has considerable knowledge of the principles of supervision, organization and administration. Has considerable knowledge of the principles and methods of inventory control and record keeping. Has considerable knowledge of the various grades, quality standards, and sources of supply and price trends for a variety of goods and services. Has considerable knowledge of the County's budget code system. Has considerable knowledge of the current literature, trends and developments in the field of governmental purchasing and fleet management. Is able to use popular computer-driven word processing, spreadsheet and file maintenance programs. Is able to work rapidly and accurately with figures. Is able to apply and interpret policies and to explain these policies to other employees and vendors. Is able to prepare bid specifications for a variety of equipment and services purchased by the County. Is able to exercise independent judgment in selecting from items available and cost quotations when recommending purchases. Is able to maintain accurate inventory and purchasing records and prepare periodic reports from these records. Is able to assign, direct and supervise a professional and clerical staff. Is able to understand and follow oral and written instructions. Is able to communicate effectively orally and in writing. Is able to answer inquiries and questions concerning purchasing independently. Is able to exercise tact, courtesy and firmness in frequent contact with vendors. Is able to establish and maintain effective working relationships as necessitated by work assignments.

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ASSISTANT DIRECTOR OF GENERAL SERVICES

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with County policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the County.

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Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines and events.

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Staffing: Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

ASSISTANT DIRECTOR OF GENERAL SERVICES

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in recommending courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, recommends alternatives to the Director. Demonstrates ethical behavior and integrity at all times.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have read and understand the revised job description. I have been given the opportunity to discuss any questions I may have and agree with the content.

Jane D. Clements
Employee's Signature

Jane D. Clements
Employee's Name (please print)

11/6/08
Date

Barry G. Wyatt
Supervisor's Signature

BARRY G. WYATT
Supervisor's Name (please print)

11/6/08
Date

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

AGENDA ITEM

6/5/13

MEETING DATE 12-15-08

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

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

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

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

A. Position Classification Plan

Job Description	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Change	<input type="checkbox"/> Deletion
Job Title	Dispatcher		
Pay Grade	59		
General Statement of Job			
Organizational Assignment			
Justification	Change in Pay Grade from 61 to 59		

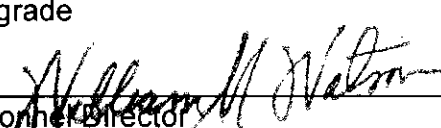
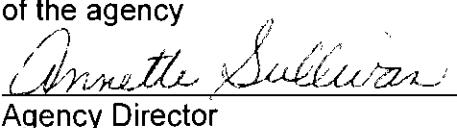
B. Budgeted Position Counts

Position Counts	Regular full time	Regular part-time
Current authorized	10.50	4.25
This modification	0.00	0.00
Amended authorization	10.50	4.25

Current fiscal year financial impact	0
Annualized fiscal impact	0

Source of Funds	N/A
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Certifications:

Position classification has been properly allocated to the appropriate classification and grade	Position classification is necessary for the efficient and effective administration of the agency
	
Personnel Director	Agency Director

Sources and uses of funds are accurate and available

Finance Director

Please route this form as follows:

Personnel → Finance → County Manager → Personnel

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

Financial Information for Position Change Request

FY 2006-2007

Department:

Transportation

 Division:

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 Account code:

10558100-5121-1680

 Position #:

581004

 Effective Date (1st day of PP):

11 - 08 - 2008

Title:

Dispatcher

Current (from):

Dispatcher

Proposed (to):

Dispatcher

 Pay Grade:

61

59

Annualized:	Wage		Benefits		Increase / (Decrease)	
	Wage	Benefits	Wage	Benefits	Wage	Benefits
Wage/Benefits - FT:	30,135	12,207	30,135	12,207	-	-
Wage/Benefits - RPT:		-		-	-	-
Wage/Benefits - PT:		-		-	-	-
Total:		42,342		42,342		-

Effect to End of Fiscal Yr:

Wage/Benefits - FT:	1,159	489	1,159	489	-	-
Wage/Benefits - RPT:	-	-	-	-	-	-
Wage/Benefits - PT:	-	-	-	-	-	-
Total:		1,648		1,648		-

Notes:

Pay Grade Information (at minimum):

FY06 Pay Plan	27,054	24,747
(as used for FY07 budgeting)		
FY07 Pay Plan	28,406	25,984

Current (or Last) Occupant Info:

Original FY07 Budget	30,135	3,081	(above minimum FY06 pay plan amount)
Original Request			(24,747) (above minimum FY06 pay plan)
Position Filled (yes/no)	Yes		
Current Occupant Rate	30,135	1,729	(above minimum FY07 pay plan amount)
Updated Request			(25,984) (above minimum FY07 pay plan)

Additional Comments:

Comment 1:

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 Comment 2:

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 Comment 3:

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Reviewed in Finance by: _____ & _____

**DISPATCHER - TRANSPORTATION**Class Code:
3502UNION COUNTY
Established Date: Aug 11, 2005
Revision Date: Aug 12, 2005**SALARY RANGE**\$14.14 - \$21.21 Hourly
\$2,450.75 - \$3,676.17 Monthly
\$29,409.00 - \$44,114.00 Annually**GENERAL STATEMENT:**

Under general supervision, performs work involved in receiving service requests from clients, two-way radio communication with drivers, coordination of routing clients for return trips, compiling billing records for invoicing and record keeping procedures. Work requires considerable tact and courtesy in dealings with the public, drivers and agency representatives. Assist in the daily service operations of the department. Reports to the Transportation Director.

ESSENTIAL FUNCTIONS:

Operates a two-way radio system for monitoring and communicating with STAR drivers throughout the day.

Responds to incoming calls daily from eligible County citizens.

Receives requests from the general public and agency representatives over the telephone and through the mail.

Maintains ongoing roster of no show trips; notifies agencies when clients have accumulated three or more to request termination of authorization to transport.

Processes daily driver sheets, master schedules and other pertinent items to assist in invoice billing to agencies as needed.

Responsible for completion of Home and Community Care Block Grant client registration, updates and receiving of donations under this funding source. Prepare donations for deposit and provide to Billing Representative to be combined with other revenue for deposit. Must maintain accurate record of donations for reporting purposes.

Stays abreast of changes to maps, demographic information, street signs, transportation routes, etc.

Stays abreast of county, state, and federal statues pertaining to public transportation. Keeps abreast of handicap entries to buildings, etc. Informs drivers of barriers to transportation routes.

Maintains courteous communications in handling travel requests. Provides client with estimated time of pickup, cancellation and no show policy, and other information on the provision of service.

Has the ability to operate scheduling program in the absence of scheduler.

Has the ability to operate office equipment such as copier, fax machine, calculator, etc.

May receive 911 calls and may dispatch ambulance service for clients. Must remain calm and focused during emergency situations, giving only appropriate facts while transmitting to pertinent staff.

Promptly advises Director of any field problems such as accidents, vehicle breakdowns, etc.

Performs other related work as required.

EDUCATION AND EXPERIENCE:

High School graduation and one to two years of experience in dispatching, or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

SPECIAL REQUIREMENTS:

Must maintain a working telephone in home. Have a valid driver license.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Physical Requirements: Must be physically able to operate a two way radio system and computer system. Must be able to exert a negligible amount of force constantly to move objects. Physical demand requirements are those for Sedentary Work.

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

Interpersonal Communication: Requires the ability of speaking to people to convey and/or exchange information. Includes giving instructions, assignments or directions to drivers, clients, and the general public.

Language Ability: Requires the ability to read a variety of reports, correspondence, maps, demographic information, etc. Requires the ability to prepare reports and forms, using prescribed formats. Requires the ability to speak to people with poise, voice control and confidence.

Intelligence: Requires the ability to apply logical thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret technical instructions diagrammatic form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently with the general public.

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

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

shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in locating information to provide to public.

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

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

Interpersonal Temperament: Requires the ability to deal with people, giving and receiving instructions, information, etc. Must be adaptable to working with the demands of incoming calls from the public.

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

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

AGENDA ITEM

6/5/4

MEETING DATE 12/15/08

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

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

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

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

A. Position Classification Plan

Job Description	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Change	<input type="checkbox"/> Deletion
Job Title	Bilingual Program Assistant		
Pay Grade	60		
General Statement of Job			
Organizational Assignment			
Justification	Change in Pay Grade from 60 to 56		

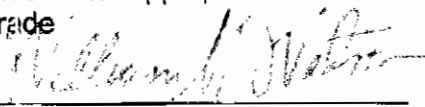
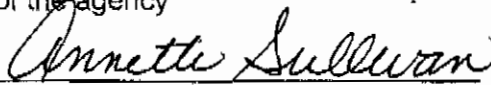
B. Budgeted Position Counts

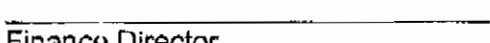
Position Counts	Regular full time	Regular part-time
Current authorized	10.50	4.25
This modification	0.00	0.00
Amended authorization	10.50	4.25

Current fiscal year financial impact	0
Annualized fiscal impact	0

Source of Funds	N/A
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Certifications:

Position classification has been properly allocated to the appropriate classification and grade	Position classification is necessary for the efficient and effective administration of the agency
	
Personnel Director	Agency Director

Sources and uses of funds are accurate and available

Finance Director

Please route this form as follows:

Personnel → Finance → County Manager → Personnel

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

Financial Information for Position Change Request

FY 2006-2007

Department: Transportation
 Division:
 Account code: 10558100-5121-1680
 Position #: 581011
 Effective Date (1st day of PP): 11 - 08 - 2008

Title: Bilingual Program Assistant Bilingual Program Assistant
 Pay Grade: 60 56

Annualized:	Current (from):		Proposed (to):		Increase / (Decrease)	
	Wage	Benefits	Wage	Benefits	Wage	Benefits
Wage/Benefits - FT:	28,809	11,943	28,809	11,943	-	-
Wage/Benefits - RPT:		-		-	-	-
Wage/Benefits - PT:		-		-	-	-
Total:		40,752		40,752		-

Effect to End of Fiscal Yr:						
	Wage	Benefits	Wage	Benefits	Wage	Benefits
Wage/Benefits - FT:	1,108	479	1,108	479	-	-
Wage/Benefits - RPT:	-	-	-	-	-	-
Wage/Benefits - PT:	-	-	-	-	-	-
Total:		1,587		1,587		-

Notes:

Pay Grade Information (at minimum):

FY06 Pay Plan	25,862	21,657
(as used for FY07 budgeting)		
FY07 Pay Plan	27,155	22,740

Current (or Last) Occupant Info:

Original FY07 Budget	28,809	2,947	(above minimum FY06 pay plan amount)
Original Request			(21,657) (above minimum FY06 pay plan)
Position Filled (yes/no)	Yes		
Current Occupant Rate	28,809	1,654	(above minimum FY07 pay plan amount)
Updated Request			(22,740) (above minimum FY07 pay plan)

Additional Comments:

Comment 1:
 Comment 2:
 Comment 3:

Reviewed in Finance by: _____ & _____

**BILINGUAL PROGRAM
ASSISTANT**Class Code:
3509UNION COUNTY
Established Date: Aug 16, 2005
Revision Date: Aug 18, 2005**SALARY RANGE**

\$13.52 - \$20.27 Hourly
\$1,081.27 - \$1,621.96 Biweekly
\$2,342.75 - \$3,514.25 Monthly
\$28,113.00 - \$42,171.00 Annually

GENERAL STATEMENT:

Under general supervision, performs administrative and technical work for both the Nutrition for the Elderly and Transportation programs. Employee is responsible for assisting Spanish and non-Spanish speaking patrons. Work includes assisting Director with daily operations, preparing monthly reports, entering data into the computer, performing general office duties. Reports to the Director of Transportation and Nutrition.

ESSENTIAL FUNCTIONS:

Recruits, coordinates, trains, and supervises volunteers for all services provided by the Nutrition Program

Speak with civic groups and general public pertaining to volunteer opportunities with both the Nutrition Program and Transportation

Translates and prepares information and brochures in Spanish.

Schedules other human service agencies to present programs for dining sites. Prepares required educational, health, safety, and recreational programs

Works with adjacent counties to ensure that coordinated trips are maximized. Responsible for maintaining data in the state Cross County Web site for coordination of trips with adjacent counties.

Assist director as necessary with preparation of state reports, grants, invoice approvals, budget, etc.

Responsible for ordering of supplies for both departments, assuring purchasing policy is followed. Manages inventory of office supplies.

Monitor budget line item to assure availability of funds.

Performs general office duties: copying, filing, answering phone, etc.

Make referrals to other human service agencies.

Assists in training new employees.

Assists Director in preparation for staff training meetings.

Manages special projects as assigned by Director.

Coordinates the Management Information Systems for the department.

Answers telephone inquiries regarding services provided by the department.

Cross train in other positions of the department and has the ability to cover other staff positions during absences.

ADDITIONAL JOB FUNCTIONS

Performs other related work as required.

EDUCATION AND EXPERIENCE:

Graduation from high school and 3 to 5 years of progressive experience in office work, senior adult programs, nutrition programs; Fluency in Spanish and English, both written and spoken, required.or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, typewriters, calculators, printers, binding sets, pallet jacks, copiers, postage machines, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 30 pounds of force occasionally, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

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

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes receiving instructions, assignments or directions to subordinates and/or assistants.

Language Ability: Requires the ability to read a variety of reports, correspondence, records, forms, etc. Requires the ability to prepare correspondence, reports, forms, records, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control and confidence.

Intelligence: Requires the ability to apply rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in standard English.

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

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

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

Manual Dexterity: Requires the ability to handle a variety of items such as office equipment. Must have minimal levels of eye/hand/foot coordination.

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

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

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

PERFORMANCE INDICATORS

Knowledge of Job: Has general knowledge of the social and physical needs of senior citizens. Has some knowledge of state and federal guidelines governing services for the elderly. Is able to interact effectively with the elderly and relate to their needs. Is able to develop and maintain accurate and effective records and to develop meaningful reports from those records. Is able to exercise considerable tact and courtesy in frequent contact with clients. Is able to communicate effectively both orally and in writing. Is skilled in the use of a variety of office machines and computer driven word processing, spreadsheet, graphics and file maintenance programs. Has considerable knowledge of the principles of supervision, organization and administration. Is able to exercise considerable independent judgment and initiative in planning and directing the different senior sites. Is able to establish and maintain effective working relationships as necessitated by work assignments.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts within department and division, and with co workers and the general public.

Quantity of Work: Maintains effective and efficient output of all duties and responsibilities as described under "Specific Duties and Responsibilities."

Dependability: Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, County policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends work regularly and adheres to County policies and procedures regarding absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self reliant and self starting approach to meet job responsibilities and accountability. Strives to anticipate work to be done and initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with County policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons within the department.

Relationships with Others: Shares knowledge with supervisors and staff for mutual and departmental benefit. Contributes to maintaining high morale among all department employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the department and project a good departmental image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the County. Interacts effectively with fellow employees, clients, supervisor, professionals and the general public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines and events.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the County and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and County objectives. Organizes, arranges and allocates manpower, financial and other designated resources in an efficient and effective way so as to achieve the goals and objectives of the department and County.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and department matters affecting them and/or of concern to them.

Staffing: Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same

**JOB TITLE: BILINGUAL PROGRAM ASSISTANT
TRANSPORTATION AND NUTRITION****GENERAL STATEMENT OF JOB**

Under general supervision, performs administrative and technical work for both the Nutrition for the Elderly and Transportation programs. Employee is responsible for assisting Spanish and non-Spanish speaking patrons. Work includes assisting Director with daily operations, preparing monthly reports, entering data into the computer, performing general office duties. Reports to the Director of Senior Services.

SPECIFIC DUTIES AND RESPONSIBILITIES**ESSENTIAL JOB FUNCTIONS**

Assesses and identifies travel options most appropriate to meet the clients' needs.

Provides clients with the estimated time of pickup, fare charges to be paid to driver (if applicable), cancellation/no-show policies, and other information on the provisions of services.

Prepares initial patron intake form.

Communicates with drivers as necessary on the two-way radio in accordance with accepted radio communication standards.

Consults with Transportation Director on matters which are not addressed as standard operating procedures. Recommends changes in operating policies and guidelines as necessary.

Recruits, coordinates, trains, and supervises volunteers for all services provided by the Nutrition Program

Translates and prepares information and brochures from English to Spanish and vice versa.

Maintain Cancellation, Wheelchair, Veteran, Matthews, and Charlotte log books.

Schedules other human service agencies to present programs for dining sites. Prepares required educational, health, safety, and recreational programs

Works with adjacent counties to ensure that coordinated trips are maximized. Responsible for maintaining data in the state Cross County Web site for coordination of trips with adjacent counties.

Assist director as necessary with preparation of state reports.

Works with adjacent counties to ensure that coordinated trips are maximized.

Responsible for ordering and storing Ensure product.

Performs general office duties: copying, filing, answering phone, etc.
Makes referrals to other human service agencies.

Assists in training new employees.

Assists Director in preparation for staff training meetings.

BILINGUAL PROGRAM ASSISTANT

Manages special projects as assigned by Director.

Answers telephone inquiries regarding services provided by the department.

Cross trains in other positions of the department and has the ability to cover other staff positions during absences.

Delivers deposits to County Financial Institution. Take deposit receipts to the Finance department.

Take preliminary photos at vehicle accident sites for insurance purposes.

Drives a van as necessary in the event of a driver shortage or heavy schedule demand.

Maintains updated lists, maps and directions for all Union County roads.

ADDITIONAL JOB FUNCTIONS

Performs other related work as required.

MINIMUM TRAINING AND EXPERIENCE

Associate's Degree in Spanish Language and Literature and 3 to 5 years of progressive experience in office work, senior adult programs, nutrition programs; Fluency in Spanish and English, both written and spoken, required or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, typewriters, calculators, printers, binding sets, pallet jacks, copiers, postage machines, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 30 pounds of force occasionally, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

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Language Ability: Requires the ability to read a variety of reports, correspondence, records, forms, etc. Requires the ability to prepare correspondence, reports, forms, records, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control and confidence.

Intelligence: Requires the ability to apply rational systems to solve practical problems and deal with

BILINGUAL PROGRAM ASSISTANT

a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in standard English.

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

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

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

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

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

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

PERFORMANCE INDICATORS

Knowledge of Job: Has general knowledge of the social and physical needs of senior citizens. Has some knowledge of state and federal guidelines governing services for the elderly. Is able to interact effectively with the elderly and relate to their needs. Is able to develop and maintain accurate and effective records and to develop meaningful reports from those records. Is able to exercise considerable tact and courtesy in frequent contact with clients. Is able to communicate effectively both orally and in writing in English and Spanish. Is skilled in the use of a variety of office machines and computer-driven word processing, spreadsheet, graphics and file maintenance programs. Has considerable knowledge of the principles of supervision, organization and administration. Is able to exercise considerable independent judgment and initiative in planning and directing the different senior sites. Is able to establish and maintain effective working relationships as necessitated by work assignments.

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Dependability: Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, County policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends work regularly and adheres to County policies and procedures regarding

BILINGUAL PROGRAM ASSISTANT

absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time-off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountability. Strives to anticipate work to be done and initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

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BILINGUAL PROGRAM ASSISTANT

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Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

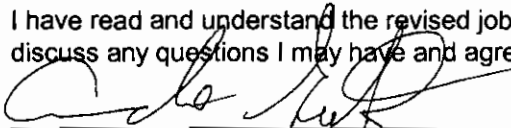
Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have read and understand the revised job description. I have been given the opportunity to discuss any questions I may have and agree with the content.


Employee's Signature

Armando Gutierrez
Employee's Name (please print)

Nov-20-08
Date


Supervisor's Signature

Annette Sullivan
Supervisor's Name (please print)

11-20-08
Date

Contract Summary of Major Terms and Conditions

12-15-2008

Reference	Vendor Name	Purpose	Payment Terms	Comprehensive Plans	Budget Amend.	S#
Consent Agenda Item - Contracts Over \$90,000 (List)						
A	Baker & Taylor, Inc.	Book leasing program (renewal) that compliments existing purchase program by providing high demand titles availability to library patrons.	\$ 98,940.00	Paid in quarterly payments of \$24,735.00 (NTE)	Operating Budget – 2009 Operating Budget – 2010	n/a 2112
B	Manatron, Inc.	Upgrade the property tax (collection) software for the NC GS 105-277.1B "Circuit Breaker" property tax deferral benefit legislation and extend the maintenance / support for the an additional two years.	\$ 120,000.00 51,840.60 54,432.63 \$ 226,273.23	Circuit Breaker upgrade (NTE) 1st additional year of maintenance (NTE) 2nd additional year of maintenance (NTE)	Operating Budget – 2009 Operating Budgets – Future	n/a 1974
C	Manatron, Inc.	Upgrade the property tax (Pro Val CAMA upgrade) software to a more current release which will improve software interfaces and operation and allow County's software version to be more efficiently supported, as well as extend the maintenance / support for the an additional two years.	\$ 40,000.00 35,000.00 36,750.00 \$ 111,750.00	Pro Val CAMA upgrade (NTE) 1st additional year of maintenance (estimate, NTE) 2nd additional year of maintenance (estimate, NTE)	Operating Budget – 2009 Operating Budgets – Future	n/a 1988

AGENDA ITEM

● 6/6

MEETING DATE 12/15/08

**UNION COUNTY
BOARD OF COMMISSIONERS**

AGENDA ITEM ABSTRACT
Meeting Date: 12/15/2008

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

SUBJECT: Baker & Taylor Book Lease contract renewal

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: Approve the Baker & Taylor contract amendment on the Consent Agenda.

BACKGROUND: The Baker & Taylor Book Lease Program enables the Library to provide sufficient copies of popular titles to meet readers' demands during peak interest periods. In this way readers can keep up with current trends in fiction and nonfiction. Once interest wanes, surplus copies are returned and new high-interest titles are received. This lease plan has been in place for several years as a means to constantly meet readers' needs without exceeding shelving capacity. This amendment is to renew the contract for another year at the same level.

FINANCIAL IMPACT: \$98,940 - included in the approved FY2009 original budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

AGENDA ITEM ABSTRACT
Meeting Date: December 15, 2008

Agenda Item No. 6/66
(Central Admin. use only)

SUBJECT: Manatron Software Contract Amendment #6: Circuit Breaker Update

DEPARTMENT: Tax Administrator **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
John Petoskey, Tax Administrator

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to Approve the contract.

BACKGROUND: This contract is to enable compliance with new legislative change GS 105-277.1B known as the Circuit Breaker legislation for elderly deferment. In the last session, the General Assembly passed legislation to be implemented in 2009 that would enable senior citizens who qualify to defer a certain portion of their property taxes based on their income. In order to administer this program, it has become necessary for tax offices across the state to amend their tax software to handle this new program.

FINANCIAL IMPACT: \$120,000 + 2 additional years of maintenance

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

AGENDA ITEM ABSTRACT
Meeting Date: December 15, 2008

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

SUBJECT: Manatron Software Contract Amendment #2 Known as Pro Val Up Grade

DEPARTMENT: Tax Administrator **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
John Petoskey, Tax Administrator

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve contract

BACKGROUND: This contract is to enable a more recent release of a software interface to improve operation and bring customer to a position that can be supported. In working with an out dated interface, the tax office has been performing many "work-arounds" that have become too cumbersome and prone to error. Vendor intervention has been required on simple operations that the client should have been performing. Without this upgrade, new enhancements such as the "Circuit Breaker" could not be installed.

FINANCIAL IMPACT: \$40,000 + 2 additional years of maintenance

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

November 2008 Budget Transfer Report

12/03/2008 09:51 | * * Union County * *
 aaustin | JOURNAL INQUIRY

PG 1
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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2009	05	736	BUA	11/10/2008	11/10/2008	LIT	chelms		1N	J/E	2009	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551151	5220	13502	LIT44			TRAVEL MONEY TO FOOD LINE	100.00		
10	-60-5-511-51	-5220	-13502				FOOD AND PROVISIONS			
2	10551151	5311	13502	LIT44			TRAVEL MONEY TO FOOD LINE		100.00	
10	-60-5-511-51	-5311	-13502				TRAVEL			
** JOURNAL TOTAL				0.00		0.00				

General Fund - LIT to adjust budget accounts for food and provisions in the Public Health, Health Promotion program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2009	05	741	BUA	11/10/2008	11/10/2008	LIT	chelms		1N	J/E	2009	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5383	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT	56,916.00		
10	-60-5-511-50	-5383	-1334				MEDICAL SERVICES			
2	10551150	5121	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		44,400.00	
10	-60-5-511-50	-5121	-1334				SALARIES & WAGES			
3	10551150	5132	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		1,039.00	
10	-60-5-511-50	-5132	-1334				SEPARATION ALLOWANCE			
4	10551150	5134	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		2,220.00	
10	-60-5-511-50	-5134	-1334				401-K SUPP RET PLAN -OTHER			
5	10551150	5181	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		3,397.00	
10	-60-5-511-50	-5181	-1334				FICA CONTRIBUTIONS			
6	10551150	5182	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		2,171.00	
10	-60-5-511-50	-5182	-1334				RET CONTRIB.- OTHER EMPLOYEES			
7	10551150	5183	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		3,475.00	
10	-60-5-511-50	-5183	-1334				HEALTH INSURANCE			
8	10551150	5187	1334	LIT45			FUND TRANSFER/DENTIST CONTRACT		214.00	
10	-60-5-511-50	-5187	-1334				DENTAL INSURANCE			
** JOURNAL TOTAL				0.00		0.00				

General Fund - LIT to adjust budget accounts for dentist contract within the Public Health, Dental program budget.

AGENDA ITEM
 MEETING DATE 12/15/08
 6/7c

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2009	05	815 BUA	11/13/2008	11/13/2008	LIT	chelms		IN	J/E	2009	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551151	5260 13504	LIT46			MOVE FUNDS/GRANT USE	1,479.00		
10	-60-5-511-51-5260		-13504			PRINTING AND OFFICE SUPPLIES			
2	10551151	5233 13504	LIT46			MOVE FUNDS/GRANT USE	521.00		
10	-60-5-511-51-5233		-13504			PERIODICALS BOOKS & OTHER PUB			
3	10551151	5381 13504	LIT46			MOVE FUNDS/GRANT USE	3,000.00		
10	-60-5-511-51-5381		-13504			PROFESSIONAL SERVICES			
4	10551151	5239 13504	LIT46			MOVE FUNDS/GRANT USE		3,000.00	
10	-60-5-511-51-5239		-13504			MEDICAL SUPPLIES AND EQUIPMENT			
5	10551151	5383 13504	LIT46			MOVE FUNDS/GRANT USE		2,000.00	
10	-60-5-511-51-5383		-13504			MEDICAL SERVICES			
** JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget accounts for grant use in the Public Health, Kate B Reynolds Charitable Trust program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2009	05	816 BUA	11/13/2008	11/13/2008	LIT	chelms		IN	J/E	2009	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561301	5381	LIT47			SVCS/RISER GATE/LAKE DAM	3,000.00		
10	-80-5-613-01-5381		-			PROFESSIONAL SERVICES			
2	10561301	5290	LIT47			SVCS/RISER GATE/LAKE DAM		3,000.00	
10	-80-5-613-01-5290		-			TOOLS AND SUPPLIES			
** JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget accounts for professional services related to CCP's damn repair within the Parks and Recreation, Administration program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2009	05	1064 BUA	11/20/2008	11/20/2008	LIT	chelms		IN	J/E	2009	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553101	5321 1452	LIT48			COVER COST FOR 2 MONTHS	1,150.00		
10	-60-5-531-01-5321		-1452			TELEPHONE AND COMMUNICATIONS			
2	10553101	5399 1450	LIT48			COVER COST FOR 2 MONTHS		1,150.00	
10	-60-5-531-01-5399		-1450			PUBLIC ASSISTANCE			
** JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget accounts for phone service in the Social Services, Christmas Bureau program budget from the Social Services, Administration program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2009 05 1122 BUA 11/24/2008 11/24/2008 LIT chelms 1N J/E 2009

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5381	1501	<u>LIT49</u>			NEIGHBORHOOD NURSES 08/09	12,135.00		
10	-60-5-531-60-5381			-1501			PROFESSIONAL SERVICES			
2	10553160	5121	1501	LIT49			NEIGHBORHOOD NURSES 08/09		10,200.00	
10	-60-5-531-60-5121			-1501			SALARIES & WAGES			
3	10553160	5132	1501	LIT49			NEIGHBORHOOD NURSES 08/09		146.00	
10	-60-5-531-60-5132			-1501			SEPARATION ALLOWANCE			
4	10553160	5182	1501	LIT49			NEIGHBORHOOD NURSES 08/09		499.00	
10	-60-5-531-60-5182			-1501			RET CONTRIB.- OTHER EMPLOYEES			
5	10553160	5181	1501	LIT49			NEIGHBORHOOD NURSES 08/09		780.00	
10	-60-5-531-60-5181			-1501			FICA CONTRIBUTIONS			
6	10553160	5134	1501	LIT49			NEIGHBORHOOD NURSES 08/09		510.00	
10	-60-5-531-60-5134			-1501			401-K SUPP RET PLAN -OTHER			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts for nursing professional services within the Social Services, In Home Aide program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2009 05 1123 BUA 11/17/2008 11/24/2008 CRISIS INT chelms 1N J/E 2009

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5399	1509	<u>BA13</u>			CRISIS INTERVENTION PROGRAM	148,764.00		
10	-60-5-531-60-5399			-1509			PUBLIC ASSISTANCE			
2	10453160	4340	1509	BA13			CRISIS INTERVENTION PROGRAM		148,764.00	
10	-60-4-531-60-4340			-1509			FED GRANT-LOW INCOME EA BG			
3	10	393500		BA13					148,764.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		BA13				148,764.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					148,764.00		148,764.00			

General Fund - BA to appropriate additional federal funds in the Social Services, Energy Assistance (CIP) program budget.

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE
2009	05	1124	BUA	11/17/2008	11/24/2008	ADD	FUND	chelms		LN	J/E			2009			

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551101	5381	1300	BA14			FUND REDUCTIONS NCDHHS	116,072.00		
10	-60-5-511-01-5381			-1300			PROFESSIONAL SERVICES			
2	10551101	5395	1300	BA14			FUND REDUCTIONS NCDHHS	500.00		
10	-60-5-511-01-5395			-1300			EDUCATION EXPENSES			
3	10551101	5393	1300	BA14			FUND REDUCTIONS NCDHHS	2,000.00		
10	-60-5-511-01-5393			-1300			TEMPORARY HELP SERVICES			
4	10551101	5290	1300	BA14			FUND REDUCTIONS NCDHHS	300.00		
10	-60-5-511-01-5290			-1300			TOOLS AND SUPPLIES			
5	10551150	5393	1324	BA14			FUND REDUCTIONS NCDHHS	8,475.00		
10	-60-5-511-50-5393			-1324			TEMPORARY HELP SERVICES			
6	10451150	4366	1323	BA14			FUND REDUCTIONS NCDHHS	1,176.00		
10	-60-4-511-50-4366			-1323			FED GRANT-FOR CANCER PROGRAMS			
7	10451150	4313	1337	BA14			FUND REDUCTIONS NCDHHS	3,612.00		
10	-60-4-511-50-4313			-1337			FED GRANT-NC DEHNR			
8	10451151	4322	13502	BA14			FUND REDUCTIONS NCDHHS	1,025.00		
10	-60-4-511-51-4322			-13502			FED GRANT-US DEPT HEALTH & HR			
9	10451152	4316	13602	BA14			FUND REDUCTIONS NCDHHS	38.00		
10	-60-4-511-52-4316			-13602			FED GRANT-FOR WIC PROGRAMS			
10	10451152	4366	1363	BA14			FUND REDUCTIONS NCDHHS	2.00		
10	-60-4-511-52-4366			-1363			FED GRANT-BF PEER COUNSELOR			
11	10451150	4313	1336	BA14			FUND REDUCTIONS NCDHHS	17,806.00		
10	-60-4-511-50-4313			-1336			FED GRANT-NC DEHNR-BCC/WW PROJ			
12	10551152	5325	1360	BA14			FUND REDUCTIONS NCDHHS	2,500.00		
10	-60-5-511-52-5325			-1360			POSTAGE			
13	10551152	5265	13601	BA14			FUND REDUCTIONS NCDHHS	4,887.00		
10	-60-5-511-52-5265			-13601			OFFICE COMPUTER EQUIPMENT			
14	10551152	5239	13601	BA14			FUND REDUCTIONS NCDHHS	5,113.00		
10	-60-5-511-52-5239			-13601			MEDICAL SUPPLIES AND EQUIPMENT			
15	10551152	5239	13603	BA14			FUND REDUCTIONS NCDHHS	6,000.00		
10	-60-5-511-52-5239			-13603			MEDICAL SUPPLIES AND EQUIPMENT			
16	10451101	4411	1300	BA14			FUND REDUCTIONS NCDHHS		118,872.00	
10	-60-4-511-01-4411			-1300			ST GRANT-FOR HEALTH ADMIN			
17	10451150	4344	1324	BA14			FUND REDUCTIONS NCDHHS		8,475.00	
10	-60-4-511-50-4344			-1324			FED GRANT-BLOCK GRANT-FP			
18	10451152	4316	1360	BA14			FUND REDUCTIONS NCDHHS		2,500.00	
10	-60-4-511-52-4316			-1360			FED GRANT-FOR WIC PROGRAMS			
19	10451152	4316	13601	BA14			FUND REDUCTIONS NCDHHS		10,000.00	
10	-60-4-511-52-4316			-13601			FED GRANT-FOR WIC PROGRAMS			
20	10451152	4316	13602	BA14			FUND REDUCTIONS NCDHHS		6,000.00	
10	-60-4-511-52-4316			-13602			FED GRANT-FOR WIC PROGRAMS			

General Fund - BA to appropriate additional federal and State funds net of minor federal and State funding reductions in various Public Health program budgets.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL	DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2009	05	1124	BUA	11/17/2008	11/24/2008	ADD	FUND	chelms	1	N	J/E	2009	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	OB		
ACCOUNT	ACCOUNT DESCRIPTION												
21	10551150	5383	1323	BA14			FUND REDUCTIONS NCDHHS		1,176.00				
10	-60-5-511-50-5383			-1323			MEDICAL SERVICES						
22	10551150	5121	1336	BA14			FUND REDUCTIONS NCDHHS		11,725.00				
10	-60-5-511-50-5121			-1336			SALARIES & WAGES						
23	10551150	5212	1336	BA14			FUND REDUCTIONS NCDHHS		218.00				
10	-60-5-511-50-5212			-1336			WEARING APPARREL						
24	10551150	5220	1336	BA14			FUND REDUCTIONS NCDHHS		162.00				
10	-60-5-511-50-5220			-1336			FOOD AND PROVISIONS						
25	10551150	5232	1336	BA14			FUND REDUCTIONS NCDHHS		54.00				
10	-60-5-511-50-5232			-1336			AUDIO VISUAL SUPPLIES						
26	10551150	5233	1336	BA14			FUND REDUCTIONS NCDHHS		124.00				
10	-60-5-511-50-5233			-1336			PERIODICALS BOOKS & OTHER PUB						
27	10551150	5260	1336	BA14			FUND REDUCTIONS NCDHHS		400.00				
10	-60-5-511-50-5260			-1336			PRINTING AND OFFICE SUPPLIES						
28	10551150	5290	1336	BA14			FUND REDUCTIONS NCDHHS		9.00				
10	-60-5-511-50-5290			-1336			TOOLS AND SUPPLIES						
29	10551150	5311	1336	BA14			FUND REDUCTIONS NCDHHS		343.00				
10	-60-5-511-50-5311			-1336			TRAVEL						
30	10551150	5325	1336	BA14			FUND REDUCTIONS NCDHHS		400.00				
10	-60-5-511-50-5325			-1336			POSTAGE						
31	10551150	5370	1336	BA14			FUND REDUCTIONS NCDHHS		209.00				
10	-60-5-511-50-5370			-1336			ADVERTISING/EMPL.RECONGNITION						
32	10551150	5381	1336	BA14			FUND REDUCTIONS NCDHHS		1,000.00				
10	-60-5-511-50-5381			-1336			PROFESSIONAL SERVICES						
33	10551150	5383	1336	BA14			FUND REDUCTIONS NCDHHS		3,000.00				
10	-60-5-511-50-5383			-1336			MEDICAL SERVICES						
34	10551150	5395	1336	BA14			FUND REDUCTIONS NCDHHS		162.00				
10	-60-5-511-50-5395			-1336			EDUCATION EXPENSES						
35	10551150	5381	1337	BA14			FUND REDUCTIONS NCDHHS		3,612.00				
10	-60-5-511-50-5381			-1337			PROFESSIONAL SERVICES						
36	10551151	5121	13502	BA14			FUND REDUCTIONS NCDHHS		1,025.00				
10	-60-5-511-51-5121			-13502			SALARIES & WAGES						
37	10551152	5260	13602	BA14			FUND REDUCTIONS NCDHHS		38.00				
10	-60-5-511-52-5260			-13602			PRINTING AND OFFICE SUPPLIES						
38	10551152	5121	1363	BA14			FUND REDUCTIONS NCDHHS		2.00				
10	-60-5-511-52-5121			-1363			SALARIES & WAGES						
39	10	393500		BA14					122,188.00		1		
10	-393500-						BUDGET APPROPRIATIONS CONTROL						
40	10	393400		BA14					122,188.00		1		
10	-393400-						BUDGET ESTIM REVENUE CONTROL						
** JOURNAL TOTAL				122,188.00			122,188.00						

BA # 14 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2009 05 1152 BUA 11/25/2008 11/25/2008 LIT chelms 1N J/E 2009

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5121	1332	LIT 50			FUNDS FOR DOCTOR'S TIME	860.00		
10	-60-5-511-50-5121			-1332			SALARIES & WAGES			
2	10551150	5132	1332	LIT 50			FUNDS FOR DOCTOR'S TIME	20.00		
10	-60-5-511-50-5132			-1332			SEPARATION ALLOWANCE			
3	10551150	5134	1332	LIT 50			FUNDS FOR DOCTOR'S TIME	43.00		
10	-60-5-511-50-5134			-1332			401-K SUPP RET PLAN -OTHER			
4	10551150	5181	1332	LIT 50			FUNDS FOR DOCTOR'S TIME	66.00		
10	-60-5-511-50-5181			-1332			FICA CONTRIBUTIONS			
5	10551150	5182	1332	LIT 50			FUNDS FOR DOCTOR'S TIME	42.00		
10	-60-5-511-50-5182			-1332			RET CONTRIB.- OTHER EMPLOYEES			
6	10551150	5187	1332	LIT 50			FUNDS FOR DOCTOR'S TIME	2.00		
10	-60-5-511-50-5187			-1332			DENTAL INSURANCE			
7	10551150	5239	1332	LIT 50			FUNDS FOR DOCTOR'S TIME		1,033.00	
10	-60-5-511-50-5239			-1332			MEDICAL SUPPLIES AND EQUIPMENT			
** JOURNAL TOTAL				0.00		0.00				

General Fund - LIT to adjust budget accounts for doctor's time/wages in the Public Health, Tuberculosis-Medical program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2009 05 1153 BUA 11/24/2008 11/25/2008 UNEMPLOY aaustin 1N J/E 2009

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541700	5185		CMBA6			COVER UNEMPLOYMENT CHARGES	105.00		
10	-10-5-417-00-5185			-			UNEMPLOYMENT CLAIMS			
2	10541400	5185		CMBA6			COVER UNEMPLOYMENT CHARGES	11,123.00		
10	-10-5-414-00-5185			-			UNEMPLOYMENT CLAIMS			
3	10553101	5185	1450	CMBA6			COVER UNEMPLOYMENT CHARGES	16,105.00		
10	-60-5-531-01-5185			-1450			UNEMPLOYMENT CLAIMS			
4	10558100	5185	1680	CMBA6			COVER UNEMPLOYMENT CHARGES	1,108.00		
10	-60-5-581-00-5185			-1680			UNEMPLOYMENT CLAIMS			
5	10543200	5185		CMBA6			COVER UNEMPLOYMENT CHARGES	1,187.00		
10	-20-5-432-00-5185			-			UNEMPLOYMENT CLAIMS			
6	10543800	5185		CMBA6			COVER UNEMPLOYMENT CHARGES	4,018.00		
10	-20-5-438-00-5185			-			UNEMPLOYMENT CLAIMS			
7	10540500	5185		CMBA6			COVER UNEMPLOYMENT CHARGES	11,882.00		
10	-10-5-405-00-5185			-			UNEMPLOYMENT CLAIMS			
8	10541800	5185		CMBA6			COVER UNEMPLOYMENT CHARGES	7,748.00		
10	-10-5-418-00-5185			-			UNEMPLOYMENT CLAIMS			

General Fund, Water and Sewer Operating Fund, and Solid Waste Operating Fund - CMBA to appropriate nondepartmental funds for unemployment charges as allocated to the departments as provided in the Resolution Governing Certain Contract, Personnel, and Fiscal Matters (J).

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2009 05 1153 BUA 11/24/2008 11/25/2008 UNEMPLOY aaustin 1 N J/E 2009

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
9	10542100	5185					COVER UNEMPLOYMENT CHARGES	2,300.00		
10	-10-5-421-00	5185	-				UNEMPLOYMENT CLAIMS			
10	10561301	5185					COVER UNEMPLOYMENT CHARGES	7,023.00		
10	-80-5-613-01	5185	-				UNEMPLOYMENT CLAIMS			
11	10551150	5185	1324				COVER UNEMPLOYMENT CHARGES	1,745.00		
10	-60-5-511-50	5185	-1324				UNEMPLOYMENT CLAIMS			
12	61571186	5185					COVER UNEMPLOYMENT CHARGES	4,736.00		
61	-90-5-711-86	5185	-				UNEMPLOYMENT CLAIMS			
13	66547281	5185					COVER UNEMPLOYMENT CHARGES	1.00		
66	-40-5-472-81	5185	-				UNEMPLOYMENT CLAIMS			
14	10593000	5185					COVER UNEMPLOYMENT CHARGES		64,344.00	
10	-92-5-930-00	5185	-				UNEMPLOYMENT CLAIMS			
15	61593000	5185					COVER UNEMPLOYMENT CHARGES		4,736.00	
61	-92-5-930-00	5185	-				UNEMPLOYMENT CLAIMS			
16	66593000	5185					COVER UNEMPLOYMENT CHARGES		1.00	
66	-92-5-930-00	5185	-				UNEMPLOYMENT CLAIMS			
** JOURNAL TOTAL				0.00		0.00				

CMBA # 6 continued.

** GRAND TOTAL 269,455.00 269,455.00

11 Journals printed

** END OF REPORT - Generated by Dept413 **

Contracts Exceeding \$50,000 which require Report to BOCC pursuant to Manager Delegation Authority
 Union County, North Carolina

November 2008

C #	Status	Dept.	Vendor	Purpose	Date Sent To Finance	Date Sent To Central Admin	Date Sent to Vendor	Date Rec'd From Vendor	Budget #	Amount	Enc #
2132	Pending	Communications	MOTOROLA	Change Order 3 to Original Motorola Contract #1815 for Radio System		11-14-08	11-14-08		40-543200-5550-PR039	(765,194)	86088
2121	Active	General Services	Securitas Security Services USA, Inc.	Government Center Security Services; Amendment #3 (12 months of service)	11-14-08	11-17-08	11-26-08	12-03-08	10542620-5381	NTE 51,271	
2128	Pending	Health Department	Favorite Healthcare Staffing, Inc.	Temporary Staffing Services. (Term is until funds exhausted.)	11-21-08	11-24-08	12-04-08		105511xx-5393	NTE 60,000	
2150	Pending	General Services	Tower Engineering Professionals, Inc.	Radio Tower Engineering Services; Multiple Project Agreement and Task Order #1	11-20-08	11-24-08	12-03-08		40543200-5550-PR039	NTE 90,000	96054

MEETING DATE 12/15/08
 # 6/96
 AGENDA ITEM WELL VOICED



Purchase Orders > 50K for the month of November

Purchase Order #	Date	Vendor	Purchase Order Description	Total Purchase Order Amt
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No purchase order activity greater than \$50,000 during the month of November 2008

AGENDA ITEM
6/72
MEETING DATE 12/15/08

AGENDA ITEM
6/7d
MEETING DATE 12/15/08

MOTOR VEHICLE TAX REFUNDS
for NOVEMBER 2008

Approval of Board of County Commissioners not required:

Collector Refunds for NOVEMBER 2008	1,366.82
(adjustment to November collector release register)	(317.28)

To be approved by Board of County Commissioners on 12-15-08
(to be submitted by Assessor's Office)

Assessor Refunds for NOVEMBER 2008	1,629.87
(adjustment to November assessor release register)	(517.63)

*** Approval requested for overpayments:

Overpayments for NOVEMBER 2008	2,257.02
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Total to be refunded for NOVEMBER 2008	<u><u>4,418.80</u></u>
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Debbie Cox
12-2-08

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/15/08

Action Agenda Item No. 6/8

(Central Admin. use only)

SUBJECT: Porter Ridge Athletic Association Grants for 2008 and 2009

DEPARTMENT: Parks and Recreation **PUBLIC HEARING:** No

ATTACHMENT(S):
Memorandum w/worksheets
Copy of executed Joint Use
Agreement from Porter Ridge

INFORMATION CONTACT:
Wanda Smith, Director

TELEPHONE NUMBERS:
704-843-3919 Ext. 27

DEPARTMENT'S RECOMMENDED ACTION: Parks and Recreation recommends approval of the 2008 and 2009 Athletic Association Grant updates w/contingencies, as recommended by staff and endorsed by the Parks and Recreation Advisory Committee. Further recommend that the County Manager be authorized to execute the agreements upon completion by Legal.

BACKGROUND: Porter Ridge Athletic Association requests updates to their 2008 and 2009 grant applications. 2008 Grant Funds (in the amount of \$43,350) have been paid to Porter Ridge for their original grant request. The 2008 update has a change to the project site with the actual project remaining the same. Funding for the 2008 update will remain the same as the initial amount paid. If additional funds are required to complete the updated 2008 project, Porter Ridge will be responsible for providing those funds.

FINANCIAL IMPACT: 2008 Funds (\$43,350) have been paid by Union County to Porter Ridge Athletic Association. 2009 Grant Funds (\$41,542.64) are available in the current budget (10-561372-5699).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY PARKS & RECREATION DEPARTMENT
CANE CREEK PARK

5213 HARKEY ROAD, WAXHAW, NORTH CAROLINA 28173
PHONE • 704-843-3919 FAX • 704-843-4046
WANDA M. SMITH, DIRECTOR

MEMORANDUM

TO: AL GREENE, COUNTY MANAGER

FROM: WANDA SMITH, DIRECTOR
PARKS AND RECREATION

DATE: NOVEMBER 21, 2008

RE: ATHLETIC ASSOCIATION GRANTS
PORTER RIDGE

The Parks and Recreation Advisory Committee met on November 19, 2008 at their regularly scheduled meeting and discussed Porter Ridge Athletic Association's 2008 and 2009 grant update requests. Funds have been paid by Union County to Porter Ridge Athletic Association for their 2008 grant application which were previously approved by the BOCC.

The dollar amount for the modifications in the 2008 grant application is in the same amounts as what was paid out to Porter Ridge for their previous 2008 grant project submitted. Funds required to complete the updated project, above the amounts already paid, will be the responsibility of Porter Ridge Athletic Association.

Funds requested by Porter Ridge Athletic Association for the 2009 grant is available in the current budget (10-561372-5699). Any additional funds required to complete the updated project, above the amount requested for the 2009 grant, will be the responsibility of Porter Ridge Athletic Association.

On behalf of the Parks and Recreation Department and the Parks and Recreation Advisory Committee, I request approval by the BOCC, of the modifications to the 2008 and 2009 grant applications and further request your authorization for the County Manager to execute the agreements upon completion from Legal, as provided on the following attachments:

PORTER RIDGE ATHLETIC ASSOCIATION – 2008

FY-2008 MODIFICATION REQUEST

Name of Project: Stallings Elementary School Multi-Purpose Field

Amount Authorized: \$43,350 **Amount Requested:** \$43,350

Staff Recommendation for Modification to Application:

Porter Ridge Athletic Association is requesting a change in their 2008 application from building the Multi-Purpose field at Porter Ridge Elementary School to building it at Stallings Elementary School. The request for funds in the amount of \$43,350 has been paid to PRAA. PRAA was unable to come to closure with building the field at Porter Ridge Elementary School due to problems in providing water for irrigation of the fields.

Enclosed is a copy of the Joint Use Agreement between UCPS and PRAA stating that PRAA would be able to build the field at Stallings Elementary School (pending signature).

Staff recommends approval of the modification of the 2008 application pending the following contingencies:

- 1) A copy of the final signed Joint Use Agreement between UCPS and PRAA must be received by 3:00 p.m. on November 25, 2008.
- 2) Since the 2008 Grant application is over one year old, if the modification is approved by the BOCC, the project must be started within 30 days of receipt of approval. Continuous progress must be achieved to complete the construction and a close-out report must be received within the 18-month window of the grant (deadline: April 5, 2009).

Advisory Committee's Recommendation:

Motion: To accept Staff recommendations with contingencies

Motion: Passed 7/0

PORTER RIDGE ATHLETIC ASSOCIATION – 2009

FY-2009 REQUEST

Name of Project: Stallings Elementary School Softball Field

Amount Authorized: \$ 41,542.64

Amount Requested: \$41,542.64

Staff Recommendation to Modification of Application:

This is an update (re-submittal) to Porter Ridge Athletic Association's 2009 Grant Application in which the field is being relocated from Porter Ridge High School to Stallings Elementary School due to water issues. The re-submittal of a new application was authorized by the BOCC at the regularly scheduled meeting of October 20, 2008 (agenda copy attached).

Staff recommends approval of the modification of the 2009 application pending the following contingencies:

- 1) A copy of the final signed Joint Use Agreement between UCPS and PRAA must be received by 3:00 p.m. on November 25, 2008
- 2) That the project be started within three months of approval by the BOCC to allow spring weather conditions to get the turf established and allow for proper growth, thereby allowing the fields to be used as soon as possible.

Advisory Committee's Recommendation:

Motion: To accept Staff recommendations with contingencies

Motion: Passed 7/0

PRAA

Porter Ridge Athletic Association

PO Box 707

Indian Trail, NC 28079

www.PorterRidgeAA.com

Date: 11/19/08
To: Bill Whitley
Fax Number: 704-843-4046
Pages: 4
From: Lane Edwards

Bill,

Here is the signed joint use agreement that accompanies our 2008 and 2009 grant projects.

Thanks



Lane Edwards

COOPERATIVE JOINT USE AGREEMENT
BY AND BETWEEN
THE PORTER RIDGE ATHLETIC ASSOCIATION
AND
THE UNION COUNTY PUBLIC SCHOOLS

This cooperative joint use agreement (hereafter "the Agreement") is entered into as of October 15, 2008, by and between the **Union County Public Schools** (hereafter "UCPS") and the **Porter Ridge Athletic Association** (hereafter "PRAA").

1. The PRAA would like to place an athletic field at Stalling Elementary School, a school and property owned by the Union County Board of Education;

NOW, THERFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the UCPS and PRAA agree as follows:

2. Placement of the fields and any costs associated will be at the expense of the PRAA. The UCPS will incur no costs in this endeavor;

3. All fields and associated equipment must be per specifications of the UCPS and the UCPS' Maintenance Department will determine whether this criterion has been met;

4. Any fields and associated equipment become the property of the Board of Education upon placement on Board of Education property;

5. As PRAA wants to use these fields for athletic practices and contests, PRAA agree to maintain these fields at an acceptable standard for athletic fields (including but not limited to seeding, grading, watering, and top dressing.);

6. UCPS will continue the property for such usage through the term of this Agreement. However, at the termination of this Agreement, UCPS may return the fields to the standards required for Physical Education and Recess property;

7. Both parties agree to keep the fields clear of debris and trash while the fields are under their direct control and supervision;

8. Scheduling: Representatives of each party agree to meet regularly (at least annually) to prepare a written schedule of the use of the fields, with PRAA having the first right of usage after Stallings Elementary School. For scheduling purposes, the representative for the PRAA shall be Laise Edwards or his/her designee and the representative for UCPS shall be the Stallings Elementary School Principal or his/her designee;

9. Term: The term of the Agreement shall be for a period of three (3) years with automatic renewals thereafter unless terminated by either party pursuant to the termination provisions contained herein.
10. Termination: Either party may terminate the Agreement contained herein upon ninety (90) days written notice to the other party advising of such termination. Upon termination by either party, any non-permanent improvements made to the property described in Paragraph 2 may reasonably be removed by the party making the improvements provided that the removal is completed prior to the effective date of termination. Any damage caused by the removal shall be repaired at the cost of the party removing the equipment and/or improvement.
11. Default: Upon default of any of the terms of this Agreement, it may be terminated with thirty (30) days written notice to the other party, providing specificity of the provision breached and allowing the party access to correct the default within those thirty (30) days.
12. Supervision: Each party shall be responsible for providing adequate supervision, instructors, coaches, staff, etc. for its own activities conducted on the fields and at the school location.
13. Insurance/Liability: Each party shall assume sole responsibility and liability for any and all claims, including but not limited to, personal injury and property damage, which may arise during the use of the fields. The using party shall hold the other party harmless from all such claims, costs, damages, and loss for events held at such facilities owned by the other party. In addition, each party shall obtain and maintain a sufficient policy of insurance to cover claims which may arise out of activities occurring at facilities of the other party.
14. Notices: The UCPS' representative to whom the PRAA may address any notices and whose decision are binding upon UCPS is:
Dr. L. Ed Davis, Superintendent (or his designee or successor)
500 North Main Street, Suite 700
Monroe, North Carolina 28112
704/283-3647

The PRAA's representative to whom the UCPS may address any notices and whose decision are binding upon the PRAA is:

PRAA PO BOX 707 Fardian Trv 1 NC 28079
Monroe, North Carolina 28112

All changes in either party's representative must be promptly made known to the other party in writing.

15. Miscellaneous:

- a. This agreement shall be performed and construed under the laws of the State of North Carolina.
- b. All prior written agreements between the parties concerning the use of facilities are hereby terminated, null and void.
- c. All prior negotiations are merged into this agreement and no amendment or change is valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto acting under the authority of their respective governing bodies, have caused this Cooperative Joint Use Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

UNION COUNTY PUBLIC SCHOOLS

By: L. E. Davis
Dr. L. Ed Davis, Superintendent

PRAA

By: A. E. ...

**UNION COUNTY
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT
Meeting Date: December 15, 2008**

Action Agenda Item No. 6/9
(Central Admin. use only)

SUBJECT: Conveyance of Property to Union County Public Schools

DEPARTMENT: Legal, per request of UCPS **PUBLIC HEARING:** No

ATTACHMENT(S):
Copy of survey identifying the subject property

INFORMATION CONTACT:
Jeff Crook, Senior Staff Attorney

TELEPHONE NUMBERS:
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: ACTION REQUESTED: 1) Convey 2.43 acres (identified on attached survey as Parcel 2A) to UCPS pursuant to G.S. 160A-274; and (ii) decline right of first refusal on this same property in order that it may be exchanged by UCPS for another parcel to facilitate an entrance drive for Elementary School L, Poplin Road

BACKGROUND: In June, the Board of Commissioners approved conveyance of .35 acre of property to Union County Public Schools ("UCPS") in order to enable UCPS to exchange the .35 acre for another parcel of the same size owned by Seabiscuit of Union, LLC ("Seabiscuit"). The exchange with Seabiscuit was intended to facilitate the construction of an entrance drive for Elementary School L, Poplin Road. However, UCPS has since determined that it requires a larger parcel for the entrance drive. Thus, the exchange of the .35 acre has not been consummated.

In order to obtain a larger parcel for the entrance drive, UCPS now requests that Union County convey the 2.43 acres of property identified as Parcel 2A on the attached survey. Like the .35 acre approved for conveyance in June, Parcel 2A is owned by Union County pursuant to an agency agreement between Union County and UCPS for the recovery of sales tax. Union County is authorized pursuant to G.S. § 160A-274 to convey this property to UCPS, another unit of local government, without the customary procedures for competitive disposition. Following this transfer, UCPS intends to exchange Parcel 2A with 2.43 acres of property owned by Seabiscuit. Seabiscuit's property is identified as Parcel 3 on the attached survey. UCPS has given notice of this exchange. After the exchange, UCPS will convey Parcel 3 to Union County pursuant to the agency agreement in order to facilitate continued recovery of sales tax.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

PROPERTY MAP
NOT TO SCALE

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____, Register of Deeds for Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Register of Deeds

Flood Certification

I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 3717900020 C, dated July 5, 1994, and hereby certify that this property is not located in a special flood hazard area as delineated by the Federal Emergency Management Agency.

Certificates of Survey and Accuracy

I, F. Donald Lawrence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (and recorded in Book 3304, Page 141); that the boundaries not surveyed are clearly indicated as dotted lines drawn from adjoining owners deeds as shown; that the ratio of precision as calculated is 1:20,000 or better; that this plat was prepared in accordance with G.S. 47-30 as amended. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. Witness my original signature, registration number and seal this the _____ day of _____ A.D. 2008.

F. Donald Lawrence, NCPRS L-1290

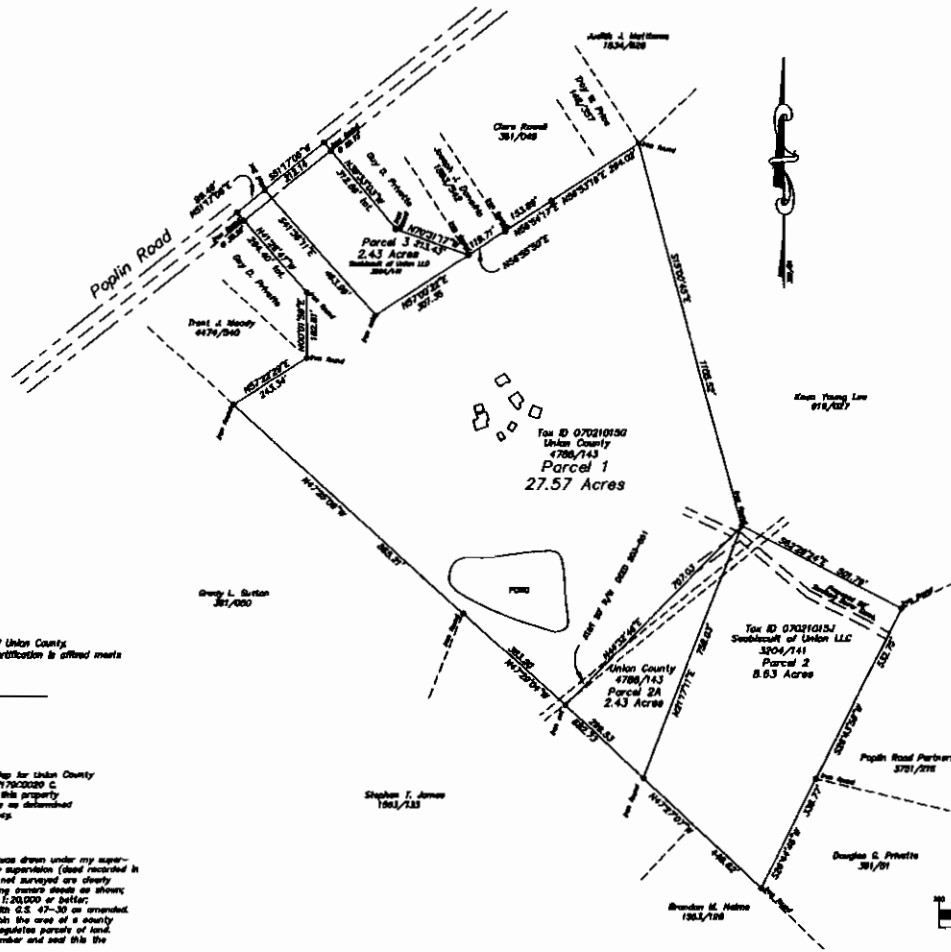
I, Andrew Lawrence, a notary public of Union County, North Carolina certify that F. Donald Lawrence, a professional land surveyor personally appeared before me this day and acknowledged the execution of the _____ day of _____, 2008. My commission expires 5/28/2011.

Andrew Lawrence

Notes:

Tract 2A is to be conveyed from Union County to Seabiscuit of Union, LLC.

Tract 3 is to be conveyed from Seabiscuit of Union, LLC to Union County



Certification of Ownership and Dedication

I hereby certify that Seabiscuit of Union, LLC, is the owner of the property shown and described hereon, which property is located within the subdivision jurisdiction of Union County that Seabiscuit of Union, LLC freely adopts this plan of subdivision and hereby establish all lots, with minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, alleys, walks, parks, open spaces, and easements, except those specifically indicated as private, and that Seabiscuit of Union, LLC will maintain all such areas until the offer of dedication is accepted by the appropriate public authority. All property shown on this plat as dedicated for a public use shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by Board of Commissioners in the public interest.

Seabiscuit of Union, LLC
Name of Company
Union County
Name of State
Seabiscuit of Union, LLC
Manager

NORTH CAROLINA - UNION COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____, Manager of _____, a Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and official seal or stamp, this the _____ day of _____, 2008.

My Commission Expires: _____ Notary Public

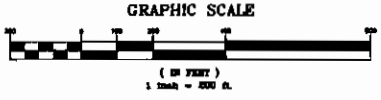
Certification of Ownership and Dedication

I hereby certify that Union County is the owner of the property shown and described hereon, which property is located within the subdivision jurisdiction of Union County that Union County freely adopts this plan of subdivision and hereby establish all lots, with minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, alleys, walks, parks, open spaces, and easements, except those specifically indicated as private, and that Union County will maintain all such areas until the offer of dedication is accepted by the appropriate public authority. All property shown on this plat as dedicated for a public use shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by Board of Commissioners in the public interest.

NORTH CAROLINA - UNION COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____, County Manager of Union County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the County. Witness my hand and official seal or stamp, this the _____ day of _____, 2008.

My Commission Expires: _____



This map replaces and supersedes that map previously recorded in Plat Cab K File 685 Property of: Seabiscuit of Union, LLC And Union County



Division of Property For
Union County & Seabiscuit of Union, LLC
Vance Township, Union County, N.C.
Surveyed by Lawrence Associates, P.A.
1000 1/2 Street
Monroe, North Carolina 28112 (704) 289-1013

Drawn by	FDL
Revisions:	
FDL 7/16/08	
FDL 10/26/08	
FDL 10/26/08	
FDL 10/26/08	
FDL 11/4/08	

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/01/08

Action Agenda Item No. 6/10
(Central Admin. use only)

SUBJECT: DORON Precision Systems, Inc.

DEPARTMENT: Union Co. Sheriff's
Office

PUBLIC HEARING: No

ATTACHMENT(S):
See attached GSA contract #GS-02F-
1411H pricing of equipment.

INFORMATION CONTACT:
Steve Simpson

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

DEPARTMENT'S RECOMMENDED ACTION: Authorize purchase of the DORON Precision Systems, Inc. driving simulator equipment using the GSA contract pricing. This is the manufacturer for this selected piece of specialty equipment and cannot be purchased from any other vendor.

BACKGROUND: For several years the Sheriff's Office has looked for ways to reduce vehicle accidents and the liability associated with them. We are also mandated to provide a certain amount of "In-Service" training termed Sheriff specific which includes several hours of driver training. Because we lack a driving range the simulator is the next best alternative. We plan to purchase this equipment using Federal Forfeiture dollars since this item has not been funded through the budget process in the past.

FINANCIAL IMPACT: \$98,450.00 taken from Federal Forfeiture funds.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



September 25, 2008

LD: 08-

Union County Sheriff's Office
3344 Presson Road
Monroe, NC. 28112

Attn: Captain Steve Simpson

Dear Captain Simpson:

I have been requested by your Doron Representative, Mr. Dan Stogner, to send you a GSA Price Quote for a one (1) place 550LE Driving Simulation System. As requested, please find enclosed information and pricing on our **550LE™** System.

I am the GSA Point of Contact for Doron and our GSA Contract Number is GS-02F-1411H. You can access our GSA contract by going to www.gsaadvantage.gov and entering Doron in the search box. This will bring up our contract list and you can scroll down to the 550LE System pricing.

This System is a training resource that can be integrated into a Driver Skills and Judgment Training Curriculum. It provides a bridge between classroom delivered instruction and actual operation of a motor vehicle on a prepared course or public roadway.

The graphic computer architecture of the **550LE™ System** enables as many as four (4) independently operated simulators to be interconnected via a multi-unit link. The interaction of the vehicles can exchange information in real time during a training session to create a shared operational environment for group training. This capability is particularly useful for training in typical law enforcement and other emergency response driving situations.

A Driver can experience the consequences of making decisions based upon incomplete information. Drivers can practice making decisions in simulated life and death situations similar to those actually encountered on the road that would be too dangerous to perform in the real world.

Union County Sheriff's Office
Cover Letter – page two
September 25, 2008

The **550LE™ System** comes complete with eighty three (83) California POST certified scenarios and an additional seventeen (17) training scenarios. In addition, the Scenario Developer Software, which is included at no additional cost, allows you to create your own scenarios. With our system, you do not have to be a computer programmer in order to develop scenarios and this greatly increases the utility and value of the system.

One of the advantages of the **550LE™ System** is the fact that it is modular in design. The center driving position can be removed and a different center driving position, representing a different type of vehicle, can be inserted to improve the realism of the simulation for different types of drivers.

For over thirty five years, Doron has been the leading provider of Driving Simulation Systems. Our systems are installed throughout the United States and in over sixty countries around the world. They have proven their dependability and effectiveness through the years and over twenty five thousand simulators have been delivered and they have trained over ten million drivers worldwide.

We have a Customer Service Team of full-time; factory trained service technicians located strategically throughout the United States. All of our service is done on-site and, in addition, we provide telephone, e-mail and modem support. The cornerstone of our Service Philosophy is Preventative Service. We schedule regular service visits to ensure that your system does not break down and to keep it running at optimal performance levels

Our Trainers have over one hundred years of combined experience. They developed the systems, the scenarios and they will train your staff, on site, to maximize their understanding of the system. This training will enable your staff to make full use of the system and all its training benefits.

In addition to outright purchase it is also possible to lease these systems for up to five years with the right to purchase for a dollar at the end of the lease term. If you would like more information on leasing then just let me know.

The Doron Representative who covers California is Mr. Bill Murray and I have enclosed one of his business cards for your records. In the event that you have any questions or require any additional information then please contact either Mr. Murray or me. My direct phone number is 607 772 0478 ext. 311 and my email address is ldemayo@doronprecision.com.

Thank you for your interest and Doron Precision Systems, Inc. looks forward to being of service.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Lawrence De Mayo". The signature is fluid and cursive, with the first name being the most prominent.

Lawrence De Mayo
Products & Contracts Manager

P.O. BOX 400 • BINGHAMTON, NEW YORK 13902-0400 • (607) 772-1610 • (607) 772-6760

e-mail: doronprecision@doronprecision.com

DRIVING AND ENTERTAINMENT SIMULATION SYSTEMS

**DORON PRECISION SYSTEMS, INC.
550LE™ GSA PRICE QUOTATION
GSA CONTRACT # GS-02F-1411H
UNION COUNTY SHERIFF'S OFFICE
SEPTEMBER 25, 2008**

System consisting of:

- One (1) 550LE driving simulator cab
- Equipped with TrueSteer™ digital servo steering system
- Equipped with three (3) 42" plasma flat screen displays (190° field-of-view)
- One (1) instructor's console
- Dispatch radio system
- Remote Controlled side-view mirror adjustment
- Pre-recorded Audio Scenario Description Feature
- 83 California P.O.S.T. certified scenarios and at least seventeen additional training scenarios
- Scenario Developer Software
- Comprehensive user guide
- Three days of on-site Instructor training
- On-site installation
- One (1) year warranty
- First year on-site preventative maintenance service support
- Shipping and packing to Monroe, North Carolina

Total Price for a one (1) place system: \$97,970.00

Options (Not included in above pricing):

Fox™ (Instructor Driven Vehicle)	\$ 4,850.00
Situation Display:	\$ 6,111.00
SkillTrak™:	\$ 2,861.50
Modular Bus or Truck Insert Cab	\$ 28,615.00
Fire Training Scenario Package	\$ 2,905.15
Ambulance (EMS) Training Scenario Package	\$ 2,905.15
Pit Maneuver Training Scenario Package	\$ 480.00
Defensive Driving Training Scenario Package	\$ 2,905.15
Truck Driving Training Scenario Package	\$ 2,905.15
Transit Bus Training Scenario Package	\$ 2,905.15
DWI Simulation Software	\$ 2,905.15

Union County Sheriff's Office
GSA Price Quote – page two
September 25, 2008

Terms are as follows:

- Prices are F.O.B. Monroe, North Carolina
- Prices are valid for ninety days from date
- Terms are net thirty (30) days
- Prices do not include any applicable duties or taxes
- Delivery is 60 to 90 days ARO

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lawrence De Mayo". The signature is fluid and cursive, with the first name being the most prominent.

Lawrence De Mayo
Products & Contracts Manager

New search:

in

[▶ Advanced Search](#)

P Product Detail

[Help on this page](#)

ONE (1) PLACE 550LE
\$97,970.00 EA

Description: One (1) place 550LE with driving station, instructor work station with Windows operating system, dispatch radio for instructor work station, 83 CA Post scenarios, site sit-up and check out, Scenario Developer Software, operation and instructor training at site (maximum - 3 days), first year warranty, on-site support, delivery, installation and shipping in contiguous continental 48 states (Alaska, Hawaii and elsewhere are extra).

Mfr Part#: 6013010-01-1 Mfr: DORON PRECISION SYSTEMS, INC.
Made In: UNITED STATES OF AMERICA
Warranty: 1 YR

Contractor:
DORON PRECISION SYSTEMS, INC.
174 COURT STREET, BINGHAMTON, NY 13901
<http://www.doronprecision.com>
Phone: 607 772 0478 DUNS: 066788886
Email: ldemayo@doronprecision.com
GS-02F-1411H (ends: Sep 30, 2009)
Small Business;

Qty: **Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. [v](#)
Indicates when volume discounts are offered.

	Price/Unit	Contractor	Socio	Delivery	Min. Order	Stock Status	FOB/Shipping
	\$97,970.00 EA	DORON PRECISION SYSTEMS, INC.	s	90 days delivered ARD	\$50.00	Direct Delivery	D-CONUS,AK,PR,HI



INFORMATION
#1
NO ACTION
Required

UNION COUNTY DEPARTMENT OF INSPECTION

500 N. Main St., Room 28
Monroe, NC 28112

PHONE (704) 283-3604

FAX (704) 292-2513

December 1, 2008

TO: Union County Commissioners

FROM: Mr. John Reavis

REFERENCE: Department of Inspection – November 2008

<u>Month</u>	<u>Building Permits Issued</u>	<u>Associated Construction Cost</u>
November 2008	64	\$7,893,011
October 2008	112	\$11,642,810
November 2007	206	\$111,261,938

Construction Cost – November 2008 – 32.21 % decrease compared with October 2008

Construction Cost - November 2008 –92.91 % decrease compared with November 2007

****Does not include permit statistics for the Town of Waxhaw****

CC: Al Greene
Wesley Baker

JDR/src

Building Permit Statistics

Statistics on Union County Building Permits Issued from Nov 1, 2008 to Nov 30, 2008

Permit Type	Count of Permits	Number of Units	Square Footage	Construction Value
Commercial				
Commercial - New	4	0	48,516	\$3,224,959.00
Commercial - Renovation	5	0	5,795	\$159,900.00
Commercial - Upfit	1	0	1,200	\$3,850.00
Modular - New	1	0	864	\$5,500.00
Totals for Commercial	11	0	56,375	\$3,394,209.00
Residential				
Accessory - New	15	0	8,301	\$129,990.00
Accessory - Renovation	1	0	800	\$3,700.00
Single Family - Addition	9	0	4,673	\$250,617.00
Single Family - New	21	0	75,312	\$3,840,195.00
Single Family - Renovation	7	0	4,203	\$274,300.00
Totals for Residential	53	0	93,289	\$4,498,802.00
Grand Totals	64	0	149,664	\$7,893,011.00