General Business:

Opening of Meeting

1. Invocation

2. Pledge of Allegiance
   
   Led by Members of Young Marines

Employee Recognition

3. Service Award and Retiree Recognition

   Background: The employee recognition program acknowledges employees for full-time continuous service at the following intervals: 5 years, 10 years, 15 years, 20 years, 25 years and 30 years of service.

   Financial Impact: N/A

ACTION REQUESTED:

The list below details the employee service award recipients for the month of October and the employee retirements for the month of September. Please join us in acknowledging and congratulating these employees by reading their names during the opening of the Board of Commissioners’ meeting.

<table>
<thead>
<tr>
<th>5 Years Of Service</th>
<th>Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana White</td>
<td>Public Library</td>
</tr>
<tr>
<td>Krista Cahoon</td>
<td>Sheriff’s Office</td>
</tr>
<tr>
<td>Jody Rutledge</td>
<td>Sheriff’s Office</td>
</tr>
<tr>
<td>Michael White</td>
<td>Human Services</td>
</tr>
</tbody>
</table>

Service Area
10 Years Of Service
Christopher Byrum
Tracia Benard
Suzann Mills

15 Years Of Service
Milissa Meador
Neal Gaston

20 Years Of Service
Julie Moore
John Gore
Kevin James
Christopher Medlin

25 Years Of Service
Warren Stephens

Sheriff’s Office
Human Services
Tax Administration

Service Area
Human Services
Public Works

Service Area
Human Services
Sheriff’s Office
Sheriff’s Office
Sheriff’s Office

Service Area
Sheriff’s Office

September 2015

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Service Area/Division</th>
<th>Union County Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Whitley</td>
<td>Parks and Recreation</td>
<td>15 Years</td>
</tr>
</tbody>
</table>

4. Red Ribbon Week Proclamation

Background: Red Ribbon Week will take place the last week of October (Oct 23rd-31st) and the Young Marine units located in North Carolina and across the nation will be actively participating in this nationally recognized illicit drug awareness event. Some members who meet with the Mecklenburg County Young Marines reside in Union County and will be in attendance at the Board meeting on October 19. The mission of the Young Marine program is to develop good citizenship and promote a healthy, drug-free lifestyle in our youth. The Board of Commissioners is requested to adopt a Proclamation proclaiming October 23-31, 2015, as Red Ribbon Week in Union County.

Financial Impact: N/A

ACTION REQUESTED:

Adopt Proclamation for Red Ribbon Week (October 23-31, 2015)
Informal Comments

Additions, Deletions, and/or Adoption of Agenda

Consent Agenda

Contracts and Purchase Orders Over $100,000

5. Facility Management Services Contract
   
   Background: The Keith Corporation (TKC) has been the County's maintenance contractor since 1998. In the interest of ensuring the highest level of service at the most competitive price, a request for proposals (RFP) for facilities maintenance was advertised in April 2015 and three submittals were received in July 2015. After evaluation by staff, Owens Realty Services and The Keith Corporation were invited to be interviewed. Upon completion of the interviews, Owens Realty Services was selected as the preferred vendor to enter into negotiations.

   Financial Impact: The annual base fee for this contract is $1,601,898.17 payable in equal monthly payments beginning November 1, 2015 with additional reimbursement monthly for corrective maintenance. The funds for this contract are available through the current fiscal year's facilities maintenance budget.

   **ACTION REQUESTED:**

   Authorize County Manager to approve a contract with Owens Realty Services for maintenance of County owned and leased facilities beginning November 1, 2015 for two years with the three one-year renewal options, pending legal review.

Tax Administrator

6. August 2015 NCVTS Motor Vehicle Tax Refund Report

   Background: The refunds included in this report represent adjustments made to tax bills that resulted in refunds of motor vehicle taxes paid under the Tax and Tag Together program operated jointly between the counties and the State

   Financial Impact: $9,412.57

   **ACTION REQUESTED:**
Approve the August 2015 NCVTS Motor Vehicle Tax Refund Report

7. September 2015/2016 Abatement Report for Real Property, Personal Property and Motor Vehicles

Background: This is the September 2015/2016 Abatement Report for Real Property, Personal Property and Motor Vehicles

Financial Impact: Total taxes and fees abated $140,746.21

ACTION REQUESTED:

Approve the September 2015/2016 Abatement Report for Real Property, Personal Property and Motor Vehicles

8. Centralina Council of Governments Mobility Management and Volunteer Transportation Project Grant Application Request for Endorsement

Background: In 2013, the Centralina Council of Governments (COG) worked with the North Carolina Department of Transportation’s (NCDOT) Division of Public Transportation and local transportation advisory boards to develop a mobility management plan, strategies, and opportunities for increased coordination among the region’s transportation providers. Public transportation agencies requested this assistance to address the rapidly aging population, decreased funding, and increased demands due to a lack of coordination by the area community transportation systems. Based on recommendations set forth in the mobility management plan, NCDOT’s Board of Transportation has historically provided funding to Centralina to implement a mobility management agency and to initiate volunteer transportation services for the entire 9-county region.

Since January 2014, several key activities have been provided to support and complement existing public transportation systems. These activities include developing a volunteer transportation system with a full-time coordinator, establishing a non-profit organization, developing a website and 800 number, establishing quarterly training events, and developing outreach and advocacy materials for the residents of the communities.
The NCDOT recently released the grant application process for Section 5310 transit funds, with applications due on November 6, 2015. The primary intent of the 5310 program is to provide transportation in small urban and rural areas of the state that are planned, designed and carried out to meet the special transportation needs of elderly individuals and individuals with disabilities. Centralina intends to apply for Section 5310 transit funds to continue the mobility management and expand the volunteer transportation system efforts in the region.

Centralina Council of Governments is requesting that the Union County Board of Commissioners approve the attached resolution of support for Centralina’s funding request to NCDOT. The Board of Commissioners adopted a similar resolution in November 2014. This is a continuation of an existing program.

Financial Impact: No separate funds are being requested from Union County to help implement this project.

**ACTION REQUESTED:**

Adopt Resolution of support for Centralina Council of Government’s submittal of the grant application for Section 5310 transit funds.

9. Consideration of Revised Resolution Confirming the Date for Holding Elections Regarding the Countywide Sale of Certain Types of Alcohol

Background: During its regular meeting of March 16, 2015, the Board of Commissioners voted to hold a public hearing on April 6, 2015, to receive comments regarding the holding of elections to approve the countywide sale of certain types of alcohol. The Board held the public hearing on April 6, 2015, and at its next meeting on April 20, 2015, the Board adopted a resolution requesting that the Union County Board of Elections hold elections regarding the countywide sale of certain types of alcohol. Specifically, the Board requested that elections be held regarding the countywide “on-premises” and “off-premises” sale of malt beverages, and the countywide “on-premises” and “off-premises” sale of fortified wine. The Board requested that such an election be held at the time of the 2016 presidential primary. At the time of
adoption of this resolution, the date of the 2016 presidential primary in North Carolina had not been established. Therefore, counsel informed the Board at the time of adoption that the resolution would be brought back to the Board at a future date once the date of the presidential primary was officially established. This would clearly state the date of the elections, as required by statute. Since that time, both the presidential and general primaries in North Carolina have been set for March 15, 2016. Thus, this resolution is revised to account for the official date of the North Carolina presidential and general primaries being set for March 15, 2016. The resolution requests that the Union County Board of Elections hold elections regarding the countywide “on-premises” and “off-premises” sales of malt beverages and unfortified wine on March 15, 2016, reaffirming the action taken by the Board on April 20, 2015. A redline version is enclosed to show changes to the original resolution adopted by the Board.

Financial Impact: N/A

**ACTION REQUESTED:**

Adopt the revised “Resolution Requesting that the Union County Board of Elections Hold Elections Regarding the Countywide Sale of Certain Types of Alcohol” for the purpose of confirming March 15, 2016, as the date for such elections

10. Grant Application to Alliance for Children

Background: The health and wellness of children, birth to five years of age, sets the stage for future success. Between birth and kindergarten, infants, toddlers and preschoolers spend more time in early care and education (ECE) programs than any other setting or institution in the state. Early child care programs benefit from access to health consultation, including training and technical assistance on child health, safety, sanitation, nutrition, and development. This program will address those needs for child care centers and children in Union County through partnership with the Alliance for Children.

Financial Impact: Allocation TBD. No cost to Union County.

**ACTION REQUESTED:**
Allow the Division of Public Health to apply to the Alliance for Children for implementation of a Child Care Health Consultation Program

11. Resolution in Support of Improvements to Old Lawyers Road (SR 1736) in Union County, NC

Background: The North Carolina Department of Transportation (NCDOT) has identified Old Lawyers Road as needing improvement. Old Lawyers Road has been identified as having experienced heavy truck use which has degraded the road to the point of being a safety concern.

The project limits are from Old Peachland Road (SR 1735) to Olive Branch Road (SR 1719). NCDOT has identified a source of funds from its contingency account to address this improvement. The proposed resolution by the Board of Commissioners supports utilizing the contingency funds for the improvements to Old Lawyers Road (SR 1736) in Marshville.

Financial Impact: N/A

**ACTION REQUESTED:**
Adopt Resolution in Support of Improvements to Old Lawyers Road (SR 1736) and acknowledge that work needs to be done

12. Series 2015 Enterprise System Revenue Bonds

Background: The County Enterprise System has been cash financing a number of projects for the past three years, and we have come to the point where new projects are about to be bid, and require long term amortization to finance the cost of system improvements and upgrades. The CFO, his team, and the County's Financial Advisor have been working with Public Works and the Feasibility Consultant to develop a long term plan to meet the County's goals.

The majority of the funding provided through the financing will be used for the following projects:

- Expansion of Catawba River Water Treatment Plant (CRWTP) reservoir from 100 million gallons to 1 billion gallons

- Upfitting and expansion of the 12 Mile Creek Water Treatment Plant (WTP) from 6.0 MGD to 7.5 MGD.
The Board of County Commissioners approved the initial resolution on September 21, 2015, and will ask the LGC to approve the County's request to issue up to $54.16MM at its November 3rd meeting. We are currently scheduled to sell Enterprise Revenue Bonds on November 18, 2015, with a proposed closing on December 8th.

Financial Impact: The average annual debt service will be $3.773 million through FY 2040, based on the maximum issue amount.

**ACTION REQUESTED:**

Adopt combined Bond Order & Resolution authorizing the issuance of the County of Union, North Carolina Enterprise Systems Revenue Bonds in the aggregate principal amount not to exceed $54,160,000, authorizing the approval, execution and delivery of various documents in connection with the Issuance of County of Union, North Carolina Enterprise Systems Revenue Bonds, Series 2015; providing for the sale of the bonds; setting forth the terms and conditions upon which the Bonds are to be issued; and providing for certain other matters in connection with the issuance, sale and delivery of the Bonds.

13. MOA between Union County Division of Public Health and Union County Public Schools

Background: In order to maintain a healthy environment for students and school staff, the Union County Division of Public Health and Union County Public Schools execute an MOA annually. This agreement provides for the prevention and control of outbreaks of communicable diseases, immunization compliance, health promotion, safe and sanitary schools, and emergency disaster preparedness and response. The MOA establishes the basic cooperative responsibilities of each entity.

Financial Impact: There is no County funding, therefore, no financial impact to the County.

**ACTION REQUESTED:**

Approve MOA between Union County Division of Public Health and Union County Public Schools for FY16.

Minutes

14. Minutes
Background: Minutes are submitted as part of the agenda package for approval by the Board.

Financial Impact: N/A

**ACTION REQUESTED:**
Approve minutes as submitted

**Information Only**

   
   Background: The new hire and separation reports for September are attached.
   
   Financial Impact: N/A

   **ACTION REQUESTED:**
   No action requested - Information only

16. Contract Report Information

   Background: Per Section XIX of the FY 2016, FY 2015 and Section XVIII of the adopted Operating and Capital Budget Ordinances, please see the attached reports of executed contracts and purchase orders that were entered into by the County Manager from June 2014 thru September 2015.

   Financial Impact: As noted on the attached contracts and purchase orders.

   **ACTION REQUESTED:**
   N/A Report Only

**Old Business**

17. Public Facilities & Services Analysis

   Background: Staff has been asked to develop an evaluation criteria in regards to re-zoning requests that would amend the zoning designation of undeveloped tracts from a low-density use to a high-density use (Example R-40 to R-10). The Public Facilities & Services analysis would gauge the potential impact of the re-zoning on the service areas of Union County government. This document would be provided to the Planning Board and the Board of County Commissioners as additional information during the review process.

   Financial Impact: N/A

   **ACTION REQUESTED:**
   Provide feedback to staff regarding the proposed process for future consideration by Board.
18. Text Amendment to the Union County Development Ordinance
Section 35.040-F Rural Home Occupations

Background: This is a request to amend the text of Section 35.040-F of the Union County Development Ordinance to add at the end of the introductory paragraph . . . “or an R-40 zoned lot of at least (5) five acres.” This text change would have the result of allowing Rural Home Occupations in R-40 zoning districts on lots containing at least 5 acres. Rural Home Occupations are currently only allowed on lots of at least 100,000 square feet in the RA-40 zoning district. The Union County Planning Board considered this request and recommended approval. On October 5, 2015, the BOCC conducted a public hearing on this request. Several people spoke in favor of the request. The full text of the existing text is as follows:

“Home occupations that do not comply with all of the suburban home occupation regulations of Section 35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area.”

The proposed change reads as follows:

“Home occupations that do not comply with all of the suburban home occupation regulations of Section 35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area, or an R-40 zoned lot of at least (5) five acres.”

Item #6 under 35.040-F would be renumbered to #7 and language for #6 is proposed to read "Rural Home Occupations in the R-40 district must be operated so as not to adversely affect the character of the surrounding neighborhood or create or cause a nuisance."

Financial Impact: None

ACTION REQUESTED:

Consider request to Amend the Union County Development Ordinance and Adopt Applicable Consistency Statement

19. Real Property Acquisition Procedure

Background: During its meeting of September 21, the Board of Commissioners adopted a motion “to direct staff to come back with proposals on how we can … tighten any land purchases
and make sure that we’re transparent with who we’re purchasing the properties from.” A draft operating procedure is provided for the Board’s consideration.

The footnotes are intended to provide additional information to the Board in its evaluation of the procedure; they will be removed from a final version, should one be approved. For example, Footnotes 1 and 2 raise practical concerns regarding identification of interest-owners in limited liability companies. Footnote 3 pertaining to Section 8 of the procedure indicates that the pattern jury instructions given by a judge to a jury in a condemnation action require that the real estate appraiser consider the highest and best use(s) of the property, though not imaginative or speculative uses. This is explained in light of comments during the September 21 meeting pertaining to hypothetical appraisals.

Please let us know if you have any questions.

Financial Impact:

**ACTION REQUESTED:**

- Consider approval of Real Property Acquisition Procedure

20. Wastewater Allocation Policy

**Background:** In 2007 through 2012 time period, Union County's Board of Commissioners had a Sewer Allocation Policy in place to allocate wastewater treatment capacity.

The Board has requested that staff evaluate how best to allocate wastewater treatment capacity during times of scarcity to ensure that capacity is available to potential non-residential customers. The suggested policy was developed in accordance with North Carolina Administrative Code (N.C.A.C.) 15A NCAC 02T .0118.

Financial Impact: None

**ACTION REQUESTED:**

- Approve Union County Wastewater Allocation Policy

21. Employee Survey Update

**Background:** Chairman Helms requested an update on the employee survey including the presentation that is being made to all employee groups.

A total of 40 meetings have been held with employees in which an overview of survey results were provided, questions answered and observations and feedback obtained.
Additionally, the County’s Leadership Team spent September 30 and October 1 in an out of the office retreat facilitated by consultants from Workplace Dynamics. These two days were primarily focused on working to better develop and strengthen our team. The group made significant progress toward becoming a more cohesive group that I believe further refines the County reorganization that took place in 2012. The work we did also focused on responding to the survey feedback that indicated a disconnect at the upper management level. Specifically, we are working on the areas identified as our greatest challenges:

- Growing engagement in employees who feel under-resourced.
- Building confidence in top leadership and direction of Union County.

There was also initial development of a process that will insure opportunities for staff input into decision making, where appropriate. I am excited about this opportunity to involve a cross section of our staff in the strategic work that we do as an organization.

The next steps in the work that is a result of the feedback received from the employee survey include:

- Division Director work session with Workplace Dynamics Consultant
- Development and implementation of a Countywide Communication Plan in which we will be seeking employee input
- Working with specific Departments on improvement areas as identified in the survey.

Financial Impact: N/A

**ACTION REQUESTED:**

Information Only

**New Business**

**County Manager's Comments**

**Commissioners' Comments**

**Adjournment**
<table>
<thead>
<tr>
<th>AGENDA ITEM REQUEST:</th>
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</table>
| MEETING DATE:       | 10/19/2015 DEPARTMENT: Central Administration  
| TITLE              |  
| Led by Members of Young Marines |  
| PUBLIC HEARING:     | PRESENTATION:  
| INFORMATION CONTACT | TELEPHONE NUMBERS  
| ACTION REQUESTED:   |  
| BACKGROUND          |  
| Financial Impact:   |  

Background:

Financial Impact:
AGENDA ITEM REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Human Resources

TITLE
Service Award and Retiree Recognition

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT
Julie Broome 704-283-3803

The list below details the employee service award recipients for the month of October and the employee retirements for the month of September. Please join us in acknowledging and congratulating these employees by reading their names during the opening of the Board of Commissioners’ meeting.

<table>
<thead>
<tr>
<th>5 Years Of Service</th>
<th>Service Area</th>
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<tbody>
<tr>
<td>Dana White</td>
<td>Public Library</td>
</tr>
<tr>
<td>Krista Cahoon</td>
<td>Sheriff’s Office</td>
</tr>
<tr>
<td>Jody Rutledge</td>
<td>Sheriff’s Office</td>
</tr>
<tr>
<td>Michael White</td>
<td>Human Services</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>10 Years Of Service</th>
<th>Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher Byrum</td>
<td>Sheriff’s Office</td>
</tr>
<tr>
<td>Tracia Benard</td>
<td>Human Services</td>
</tr>
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<td>Suzann Mills</td>
<td>Tax Administration</td>
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<tr>
<th>15 Years Of Service</th>
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<tbody>
<tr>
<td>Milissa Meador</td>
<td>Human Services</td>
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<td>Neal Gaston</td>
<td>Public Works</td>
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<thead>
<tr>
<th>20 Years Of Service</th>
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</thead>
<tbody>
<tr>
<td>Julie Moore</td>
<td>Human Services</td>
</tr>
<tr>
<td>John Gore</td>
<td>Sheriff’s Office</td>
</tr>
</tbody>
</table>

ACTION REQUESTED:
Background: The employee recognition program acknowledges employees for full-time continuous service at the following intervals: 5 years, 10 years, 15 years, 20 years, 25 years and 30 years of service.

Financial Impact: N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>October Service Award Recipients</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>September Retirees</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
Union County Service Award Recipients for the month of October 2015.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Name</th>
<th>Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 YEARS OF SERVICE</td>
<td>DANA WHITE</td>
<td>PUBLIC LIBRARY</td>
</tr>
<tr>
<td></td>
<td>KRISTA CAHOON</td>
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<td>SHERIFF’S OFFICE</td>
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<td></td>
<td>SUZANN MILLS</td>
<td>TAX ADMINISTRATION</td>
</tr>
<tr>
<td>15 YEARS OF SERVICE</td>
<td>MILISSA MEADOR</td>
<td>HUMAN SERVICES</td>
</tr>
<tr>
<td></td>
<td>NEAL GASTON</td>
<td>PUBLIC WORKS</td>
</tr>
<tr>
<td>20 YEARS OF SERVICE</td>
<td>JULIE MOORE</td>
<td>HUMAN SERVICES</td>
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<td>JOHN GORE</td>
<td>SHERIFF’S OFFICE</td>
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<td></td>
<td>KEVIN JAMES</td>
<td>SHERIFF’S OFFICE</td>
</tr>
<tr>
<td></td>
<td>CHRISTOPHER MEDLIN</td>
<td>SHERIFF’S OFFICE</td>
</tr>
<tr>
<td>25 YEARS OF SERVICE</td>
<td>WARREN STEPHENS</td>
<td>SHERIFF’S OFFICE</td>
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</table>
### September Retirements

<table>
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<td>15 Years</td>
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</table>
AGENDA ITEM REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Central Administration

TITLE
Red Ribbon Week Proclamation

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS
Richard B. Helms, Sr., Chairman Union County Board of Commissioners 704-283-3853


BACKGROUND
Background: Red Ribbon Week will take place the last week of October (Oct 23rd-31st) and the Young Marine units located in North Carolina and across the nation will be actively participating in this nationally recognized illicit drug awareness event. Some members who meet with the Mecklenburg County Young Marines reside in Union County and will be in attendance at the Board meeting on October 19. The mission of the Young Marine program is to develop good citizenship and promote a healthy, drug-free lifestyle in our youth. The Board of Commissioners is requested to adopt a Proclamation proclaiming October 23-31, 2015, as Red Ribbon Week in Union County.

FINANCIAL IMPACT
Financial Impact: N/A

ATTACHMENTS:

- Description Type
  - Red Ribbon Proclamation Cover Memo
PROCLAMATION
By THE UNION COUNTY BOARD OF COMMISSIONERS

Red Ribbon Week

October 23-31, 2015

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Mecklenburg County Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol Commemorating the work of Enriqué “Kiki” Camarena, a Drug Enforcement Administration Special Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, the Union County Board of Commissioners hereby proclaims October 23-31 as RED RIBBON WEEK in Union County, North Carolina, and urges all citizens to join in this special observance.

Adopted this the 19th day of October, 2015.

ATTEST:

By: _________________________
Lynn G. West
Clerk to the Union County
Board of Commissions

_______________________________
Richard B. Helms, Sr., Chairman
AGENDA ITEM
REQUEST:
MEETING DATE: 10/19/2015 DEPARTMENT: Public Works
TITLE
Facility Management Services Contract
PUBLIC HEARING: No PRESENTATION: No
INFORMATION CONTACT TELEPHONE NUMBERS
Ed Goscicki 704-296-4212

ACTION REQUESTED:
Authorize County Manager to approve a contract with Owens Realty Services for maintenance of County owned and leased facilities beginning November 1, 2015 for two years with the three one-year renewal options, pending legal review.

BACKGROUND
Background: The Keith Corporation (TKC) has been the County's maintenance contractor since 1998. In the interest of ensuring the highest level of service at the most competitive price, a request for proposals (RFP) for facilities maintenance was advertised in April 2015 and three submittals were received in July 2015. After evaluation by staff, Owens Realty Services and The Keith Corporation were invited to be interviewed. Upon completion of the interviews, Owens Realty Services was selected as the preferred vendor to enter into negotiations.

FINANCIAL IMPACT
Financial Impact: The annual base fee for this contract is $1,601,898.17 payable in equal monthly payments beginning November 1, 2015 with additional reimbursement monthly for corrective maintenance. The funds for this contract are available through the current fiscal year's facilities maintenance budget.

ATTACHMENTS:
Description Type
☐ Owens Agreement Backup Material
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THIS AGREEMENT (the "Agreement") dated as of this _____ day of ______________ , 2015 by and between Union County, Department of Public Works, North Carolina, (hereinafter referred to as "COUNTY") and Owens, Renz & Lee Co., Inc. – d/b/a Owens Realty Services, a Connecticut corporation (hereinafter referred to as "MANAGER").

Article 1   RECITALS

"COUNTY" owns and/or leases certain properties (the “Properties”) located at the following addresses listed below in Union County, NC:

Ag Center – 3230 Presson Rd., Monroe
Animal Shelter – 3340 Presson Rd., Monroe
Farmers Market – 805 Skyway Dr., Monroe
Government Center – 500 N. Main St. Monroe
Group Home – 600 Honeysuckle Lane, Monroe
Historical Courthouse – 300 N. Main St., Monroe
Historical Post Office – 407 N. Main St., Monroe
Judicial Center – 400 N. Main St., Monroe
Main Library – 316 E. Windsor, Monroe
Marshville Library – 414 Hasty St., Marshville
Union West Library – 123 Unionville-Indian Trail Rd., Indian Trail
Waxhaw Library – 509 S. Providence St., Waxhaw
UCPS Admin. – 400 N. Church St., Monroe
Sheriff Office – 3344 Presson Rd., Monroe
Patton Avenue – 610-a Patton Ave., Monroe
Union Village – 1224 W. Roosevelt Blvd., Monroe
Adult Probation – 2630-F Nelda Dr., Monroe
911 Communication Tower Site – 4518 Crow Road, Waxhaw
Further details on the Properties are contained in Exhibit A – Description of Facilities.

A. COUNTY desires to retain MANAGER, and MANAGER desires, to perform the facilities management services for the Properties in accordance with the terms and conditions set forth in this Agreement.

B. COUNTY desires MANAGER to achieve the following objectives while performing the facilities management services:

Effectively and efficiently managing the day to day management and maintenance of the facilities to ensure the County’s workforce and the public who use the County’s facilities have a safe, hospitable and efficient work environment in which to conduct County business; Building Services, including but not limited to:

- Janitorial
- Pest Control
- Landscaping
- Locksmith
- Appearance
- Day Porter

That the County’s facilities and associated equipment are effectively maintained and perform as required through establishing a comprehensive maintenance management program to ensure the facilities are reliably available for use and to maximize the useful life of the facility assets.

Equipment maintenance is performed by the MANAGER in accordance with manufacturer’s recommendations and consistent with the maintenance management program prepared by the MANAGER and approved by the County. The MANAGER will be required to provide proof of its
maintenance activities to the satisfaction of the County. Maintaining the Properties including the structures and improvements on the sites including:

Fire protection

Building Systems (e.g., electrical, plumbing, security)

Generators

Elevators

HVAC

That appropriate management and oversight of the work is provided by the MANAGER to assure timely responses and removing the County’s day-to-day burden of facility management of the buildings.

Full service facilities management requires the MANAGER to provide all facility operation and maintenance staff and pay all associated labor and cost and the costs of all subservice providers needed to perform the work. The Manager will be responsible for:

All aspects of facility management, operation and maintenance and for all costs including hiring, training and administering all personnel-related issues, including providing and maintaining vehicles and light duty service trucks and other mobile equipment as necessary to carry on daily operations and maintenance.

Contract Administration

Performance Management and Reporting

Project Management

Condition Appraisal

Corrective Maintenance. The MANAGER will be responsible for repairing equipment that fails. The County will reimburse the MANAGER for such amounts subject to the provisions of the contract.

Required capital expenditures will continue to be the responsibility of the County, incorporating refurbishment and replacement of equipment as determined in the approved condition appraisal. The County will authorize and finance such improvements and implement projects using any legal options available to the County.

C. NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, COUNTY and MANAGER agree as follows:
1.1 The following definitions apply whenever the defined term is used in this Agreement, unless the context clearly requires otherwise:

**Building Tenants** - Refers to the persons and agencies housed in the facilities and members of the general public.

**Base Fee** - Price for managing and providing the building services: janitorial, pest control, landscaping, locksmith, appearance and day porter; consistent with the requirements of this Agreement including the full costs of the preventative maintenance program and on-site labor costs for repairs (i.e., corrective maintenance).

The Base Fee shall include:

**Personnel Services** – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.

**Equipment** – Includes, but is not limited to, office equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment, owned or leased, necessary for the MANAGER to perform the work specified in this Agreement in addition to the tools and equipment in the County’s current inventory to be provided for the Manager’s use. The County shall provide the tools and equipment in its possession for the Manager to provide building maintenance services. The Manager will accept responsibility for use and care of County owned tools and equipment. Within 30 days of the commencement date the Manager and Owner will agree upon an initial inventory list of tools and equipment. At the termination of the agreement Manager will return to Owner the tools and equipment, or replacement value less normal wear and tear.

**Materials and Supplies** – Includes, but is not limited to, janitorial supplies, landscaping supplies, consumables used in providing the services specified in this Agreement, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplication and photo supplies, medical supplies, clothing and uniforms and other materials and supplies.

**Preventive Maintenance** – Includes all labor, materials and supplies necessary for the ongoing Preventive Maintenance of all structures and equipment within the facilities including but not limited to tools, outside services, maintenance equipment rental, oil and grease, packing, paint; and, other consumables and wear items with a unit price of less than $5,000, exclusive of lamps and HVAC filters. Replacement consumables and wear items over $5,000 per item will be reimbursed by the County with prior approval.

**Other** – Includes amortization of Manager furnished capital and start-up costs and any and all expenses not identified in any other specific category.

**Capital Project(s)** - Refers to any change(s), modification(s), addition(s), replacement or upgrade(s) to the Facilities that significantly extend(s) the useful life of any portion of the Facilities; no item of Preventive or Corrective Maintenance may be considered to be a Capital Project.
**Commencement Date** - Shall mean the date designated by the parties hereunder for the commencement of their respective obligations, being the date of this Agreement.

**Contract Period** - Refers to the duration of the Contract from the stated start date to the stated end date.

**Corrective Maintenance** – Refers to any maintenance or repair of any Facility assets and equipment, which is carried out after failure detection or to prevent an imminent failure for the purpose of restoring an asset to a condition in which it can perform its intended function. Notwithstanding any other provision of this Agreement, any Corrective Maintenance item costing $50,000 or more will be treated as a Capital Project. Corrective Maintenance is not intended to cover the lack of Preventive Maintenance. Repeated Corrective Maintenance items that indicate the Preventive Maintenance program is ineffective will be treated as failed Preventive Maintenance and the Manager will be required to carry out the work without additional reimbursement.

**County** - The word “County” will be used to represent all agencies and departments that are seeking facilities management services.

**County Buildings** - Refers to all buildings currently managed by Union County.

**County Grounds** - Refers to grounds associated with the Union County Courthouse, Department of Social Services, Sheriff Department, and Administration buildings.

**County Representative** - Refers to a specified County employee or designee representing the best interests of the County for this Agreement. This person will serve as the point of contact between the County and the MANAGER.

**Emergency Repair** - Refers to repairs that must be made to continue the uninterrupted operation of the facilities during Regular Business Hours. Note that Regular Business Hours for some facilities are 24 hours a day, 7 days a week.

**Emergency Services** - Refers to Services required after Regular Business Hours for emergencies such as fire, leaks, spills, flood, natural disaster,

**MANAGER** - Refers to Owens, Renz & Lee Co., Inc. – d/b/a Owens Realty Services, a Connecticut corporation.

**OWNER** - Refer “COUNTY”.

**Preventive Maintenance** - Refers to any maintenance which is carried out for the purpose of preventing significant Facility assets and equipment from failing or wearing out by providing systematic inspection, detection and prevention of incipient failure. Preventive Maintenance is undertaken to preserve the useful life of Facility assets and equipment and to avoid premature failure. Preventive Maintenance includes routine cleaning, lubrication, adjustment, and replacement of worn parts.
**Regular Business Hours** - Refers to 7:00am until 7:00pm Monday through Friday. However, for some facilities, Regular Business Hours are different and the Manager will need to consider each facility’s requirements in their management of the services.

**Services** - Refers to the Facilities Management Services as outlined in this Agreement.

**Contract Manager** - Refers to the primary point of contact person identified by the MANAGER as their representative for interactions with the County.

**Sub-Service Provider** - Refers to an organization, firm or entity that has contracted with the MANAGER for specific services.

**Article 3 PURPOSE; AUTHORIZATION**

2.1 Commencing on the Commencement Date and during the term of this Agreement, the COUNTY agrees to engage the Manager as an independent contractor to operate and maintain the Facilities, and the Manager agrees to operate, and maintain the Facilities in accordance with the terms and conditions of this Agreement, Applicable Law, Standard Industry Practice, and the permits, and licenses applicable to the operation and maintenance of the Facilities. Any new facility, protocol or specification may be added by a properly executed amendment to this Agreement. Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. It is specifically understood that: no joint agency is created by this Agreement; the Manager will acquire no ownership interest in any real property of the COUNTY under this Agreement; and the Manager will acquire no interest in any personal property of the COUNTY, except as expressly set forth herein.

**Article 4 REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**Section 4.1 Representations and Warranties of COUNTY.**
The COUNTY hereby represents and warrants that, as of the date hereof:

(a) It is a political subdivision of the State of North Carolina duly organized, validly existing and in good standing under the laws of the State, with all legal right, power and authority to enter into this Agreement, to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to perform its obligations under this Agreement.

(b) This Agreement, the COUNTY’s execution and delivery of this Agreement and the COUNTY’s performance of its obligations hereunder, have been duly and validly authorized. This Agreement has been validly executed and delivered by the COUNTY and constitutes a legal, valid, and binding obligation of the COUNTY, enforceable in accordance with its terms.
(c) The COUNTY’s execution, delivery, and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default under, any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind the COUNTY or any of its assets and properties.

(d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon the COUNTY’s ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.

(e) The COUNTY and its representatives are fully familiar with this Agreement and the obligations set forth herein, including all the exhibits and schedules attached to this Agreement, if any, and the COUNTY is fully capable of performing and complying with the same.

Section 4.2 Representations and Warranties of MANAGER.

The MANAGER hereby represents and warrants to the COUNTY that, as of the date hereof:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, with all legal right, power and authority to enter into this Agreement, to carry on its business as now conducted and as proposed to be conducted, and to perform its obligations under this Agreement.

(b) This Agreement, the MANAGER’s execution and delivery of this Agreement and the MANAGER’s performance of its obligations hereunder, have been duly and validly authorized. This Agreement has been validly executed and delivered by the MANAGER and constitutes a legal, valid and binding obligation of the MANAGER, enforceable in accordance with its terms.

(c) The MANAGER’s execution, delivery and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default under, the organizational documents of the MANAGER nor under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind, the MANAGER or any of its assets or properties.

(d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon the MANAGER’s ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.
(e) The MANAGER and its representatives are fully familiar with this Agreement and the obligations set forth herein, including all exhibits and schedules attached to this Agreement, if any, and the MANAGER is capable of performing and complying with same.

Section 4.3 Disclosure of Information.

The COUNTY and the MANAGER each represent and warrant to the other that each has disclosed, and will in the future disclose, any and all information it now has, or may have in the future, relating to the Facilities, their operation, and maintenance that may be relevant to the other in performing its duties and obligations. The MANAGER shall maintain the confidentiality of any sensitive information provided by the COUNTY pursuant to this Agreement, in accordance with N.C.G.S. § 132-1.7 and other Applicable Law. The COUNTY confirms that the information was accurate that was provided to the MANAGER in this Agreement. The COUNTY will provide to the MANAGER at all times reasonable and prompt access to all records (in whatever form maintained for or by the COUNTY) related to the Facilities and will provide reasonable copies of all or any portion of such records on request. The MANAGER will provide to the COUNTY at all times reasonable and prompt access to all records (in whatever form maintained for or by the MANAGER) related to the operation or maintenance of the Facilities and will provide reasonable copies of all or any portion of such records on request. The COUNTY and the MANAGER will make available, each to the other, any employees with knowledge about the operation and maintenance of the Facilities to respond to questions about the construction, operation, maintenance and/or repair of the Facilities.

Article 5 SCOPE OF SERVICES AND MANAGER'S RESPONSIBILITIES

Section 5.1 Management.

MANAGER shall manage, operate and maintain the “Properties” in an efficient and satisfactory manner in accordance with this Agreement and all applicable laws, rules and regulations. MANAGER shall act in a fiduciary capacity with respect to the proper protection of and accounting for COUNTY's assets.

In this capacity, MANAGER shall deal with all third parties at arm’s length, and MANAGER shall serve COUNTY's best interests at all times in the performance of MANAGER's obligations under this Agreement. MANAGER shall not do any business relating to the Properties with any affiliate of MANAGER without the prior written consent of COUNTY.

Section 5.2 Staffing Plan.

MANAGER’s list of employees in its Staffing Plan, to be employed wholly or in part in the direct management of the Properties, is contained as Exhibit E. On the employee list, MANAGER has identified those employees whose salaries may from time to time be charged pro-rata to the Properties for direct services rendered to the Properties, including overtime and includes but are not limited to property managers, engineers, or others such as day porters and building mechanics whose services had been anticipated in one or more line items of the budget (as hereinafter defined).
The MANAGER will be responsible for providing sufficient staffing of the Facilities to meet the requirements of this Agreement, Applicable Law, Standard Industry Practice. In the performance of its duties pursuant to this Agreement, the MANAGER shall assign to the Facilities the number of positions and job titles for such positions as indicated in the MANAGER’s staffing plan, described in Exhibit E. If at any time the MANAGER’s staffing of the Facilities falls below eighty percent (80%) of that required in the MANAGER’s staffing plan, the MANAGER shall provide the COUNTY with notice of such deficiency and the steps to be taken by the MANAGER to correct such deficiency. All costs associated with providing the employees designated in the staffing plan shall be deemed included in the Base Fee.

The MANAGER has sole authority and responsibility to employ, assign, discharge, and otherwise control its employees (including without limitation those assigned to work at the Facilities or otherwise provide Services) and has complete and sole responsibility as a principal for all agents, contractors and all other persons and entities that the MANAGER or any MANAGER contractor hires to perform or assist in performing any services or obligations under this Agreement. The MANAGER shall be responsible for ensuring that all staff meet applicable licensure requirements, certifications and training to enable staff to perform the Services, except as otherwise expressly set forth herein.

The MANAGER shall employ a Facilities Manager, assigned full time to and located at the Facilities, who shall be the primary point of contact for the MANAGER and provide overall supervision of the Services. The initial Facilities Manager shall be subject to approval by the COUNTY, such approval not to be unreasonably denied or delayed. Any Facilities Manager may be replaced by the MANAGER, but any successor Facilities Manager shall have the necessary training, experience and other qualifications to supervise the operation and maintenance of the Facilities. Before selecting a successor Facilities Manager, the MANAGER shall submit to the OWNER application materials and an accurate resume showing the proposed candidate’s experience, training and other qualifications for such position. Successor Facilities Managers will be subject to COUNTY approval, such approval not to be unreasonably denied or delayed.

The MANAGER will be responsible for all salaries, wages and benefits to be provided its employees.

The MANAGER will provide the COUNTY with the names of the employees who will operate and maintain the Facilities pursuant to this Agreement.

The MANAGER understands that the COUNTY’s ability to resume operation and maintenance of the Facilities upon expiration or termination of this Agreement may be affected by the COUNTY’s ability to engage the services of the MANAGER’s employees familiar with the operation and maintenance of the Facilities. The MANAGER shall take no adverse action against any MANAGER employee because such employee wants to become an employee of the COUNTY following expiration or termination of this Agreement.

**Section 5.3 Duties of MANAGER.**

In addition to all other duties of MANAGER set forth in this Agreement, MANAGER shall perform all duties normal and customary in facility management in cooperation with and under the supervision of COUNTY. MANAGER shall:
(f) Be responsible for all aspects of maintenance and repair work and building services for the facilities. The MANAGER will provide innovative customer-service oriented, organized management and well-trained personnel for the facilities. MANAGER’s employees and sub-service providers shall act at all times in a professional manner;

(g) In the event of property claims, legal assistance shall be obtained through counsel designated or approved in writing by COUNTY and legal action undertaken shall be in COUNTY’s name only. MANAGER is not authorized to practice law;

(h) Administer in a timely manner the performance of all of the obligations of COUNTY related to the management and operation of the Properties including, but without limitation, all maintenance, cleaning, painting, and lighting of the common areas, subject to Exhibit B – Scope of Services for County Buildings.

(i) Maintain businesslike relations with building occupants, and/or tenants whose service requests shall be received, considered and recorded in systematic fashion to show the action taken with respect to each and, after thorough investigation, report complaints to COUNTY that are likely to have an impact on the County along with appropriate recommendations;

(j) Cooperate with COUNTY, if COUNTY’s agents require access to a property;

(k) Notify COUNTY of all instances of which MANAGER is aware, in which the Properties are not in full compliance with any laws, orders, requirements or regulations of any governmental agency having jurisdiction over the Properties, and use all reasonable efforts to assist COUNTY in complying therewith or in managing the disposition of any violations thereof, as COUNTY deems appropriate;

(l) Subject to the prior written approval of COUNTY, obtain competitive bids for, and monitor compliance with, contracts for the construction of all tenant improvements, capital improvements and building repairs and coordinate, administer, verify, approve and recommend payments under such contracts from funds for repairs made available by COUNTY;

(m) Make, administer and enforce contracts for janitorial, pest control, landscaping, elevator, fire life safety inspections and monitoring, trash collection, and any other similar operating services, as specified in Exhibit B – Scope of Services for County Buildings, or such of them as are reasonably necessary or advisable in the care, operation or maintenance of the Properties;

(n) Keep the Properties in as good and marketable a condition as possible (reasonable wear and tear excepted); maintain all mechanical systems in a clean, efficiently functioning condition in accordance with manufacturer’s recommended preventive maintenance schedule or as otherwise agreed to by the COUNTY; keep all common areas, walls, fixtures and floors, clean, well-lit and well-maintained; plow, sand and shovel as necessary the parking areas and common driveways (excluding park facilities) and walks surrounding the Buildings as well as the ground level covered parking area; maintain the grounds surrounding the Buildings which are owned by COUNTY, or leased by COUNTY as outlined in the attached Exhibit A – Description of Facilities in a neat and clean
condition; repair all damage to the Buildings, common areas, mechanical systems and the grounds; recommend any cost effective or energy saving measures of which MANAGER should have knowledge in the normal exercise of MANAGER's duties;

(o) Promptly notify COUNTY if the condition of the Properties requires any major repairs or structural alterations or fails to meet the standards of any federal, state or local law, ordinance or regulation of which MANAGER has actual knowledge or of which an experienced managing MANAGER of similar properties in the Properties metropolitan area should have knowledge in the normal exercise of its duties, and promptly send COUNTY all notices received in connection with such non-compliance; however, in case of an emergency which requires immediate repairs or alterations, if COUNTY or its legal counsel is not readily available for consultation, MANAGER shall use its best judgment in expending COUNTY's funds to respond to such emergency;

(p) Keep or cause to be kept complete and accurate books of account and other records for the Properties in accordance with generally accepted accounting principles covering all collections, disbursements and other data concerning the Properties as specified in Exhibit B and requested by the COUNTY from time to time;

(q) Render COUNTY consistently accurate monthly written or electronic reports, as directed by COUNTY, in format defined in Exhibit B subject to such form and content that MANAGER can reasonably accommodate through existing accounting and work order system on or before the fifteenth (15th) calendar day of the following month for the previous month. COUNTY retains the right to modify the form, timing and content of these reports from time to time. MANAGER shall be required to produce electronic reports for COUNTY as specified in Exhibit B;

(m) Maintain businesslike relations with all tenants in the Buildings employing non-discriminatory practices in all procedures and appropriately address all tenant complaints;

(n) Notwithstanding the language heretofore contained in this Section 4.3, in the case of an emergency which requires immediate repairs or alterations or other services and in which COUNTY or COUNTY's representative is not readily available for consultation, MANAGER shall use its best judgment in expending COUNTY's funds to respond to such emergency. MANAGER shall inform COUNTY of any such expenditure within no more than 24 hours of approving such expenditure. Every effort will be made to obtain approval prior to expenditure.

Section 5.4 Scope of Work.

MANAGER shall execute the Exhibit B – Scope of Services for County Buildings.

4.5 Service Contracts. MANAGER shall not enter into any contract for cleaning, maintaining, repairing or servicing the Properties without COUNTY's prior consent, which will not be reasonably withheld. MANAGER shall provide COUNTY with a copy of the proposed contract and shall advise COUNTY as to the relationship, if any, between MANAGER (or the person or persons in control of MANAGER) and the party wishing to supply such goods or services or both.
All service and maintenance contracts authorized by this Agreement shall, unless executed by COUNTY, be executed by MANAGER as MANAGER for COUNTY. A copy of each executed service and maintenance contract shall be provided to COUNTY by MANAGER within seven (7) days of its execution date, and each such contract shall include the right of COUNTY and/or MANAGER to terminate such contract with thirty (30) days prior written notice.

4.6 Approved Management Plan And Budget. MANAGER shall assist in the preparation of the operating budget for the Properties for each fiscal year during the Term, and shall submit an annual management plan for approval of the COUNTY. Upon approval of the Management Plan and the Budget by COUNTY, MANAGER shall adhere to the Management Plan and the Budget unless COUNTY provides written authorization to deviate from same. MANAGER agrees to use diligence and to employ all reasonable efforts to insure that the costs of operating and maintaining the Properties shall not exceed the amounts set forth in the Budget. MANAGER shall not incur expenses in connection with the maintenance and operation of the Properties in excess of the amounts allocated to the various classifications of expenditures in the Budget without COUNTY's prior written consent.

Article 6 REFURBISHMENT AND REPLACEMENT PROJECTS

Section 6.1 Competitive Pricing.

MANAGER shall seek competitive pricing for repairs or maintenance greater than $2,500, solicited in the following manner:

(a) A minimum of two quotes shall be obtained for contracts up to Ten Thousand Dollars ($10,000). Contracts for more than Ten Thousand Dollars shall require a minimum of three written bids;

(b) MANAGER may accept the lowest bid without prior approval from COUNTY if (x) the expenditure is for less than $2,500.00 for an operating expense line item in the Budget, and such expenditure, together with previously incurred and estimated future expenditures for such operating expense line item, will not result in an excess of the annual budgeted amount of the applicable Budget for such line item, or (y) the expenditure is for less than $2,500.00 for a capital improvement item in the applicable Budget, and the bid amount is less than the budgeted amount of the applicable Budget. Otherwise, MANAGER must obtain approval of the bid by COUNTY prior to accepting it;

(c) If MANAGER recommends acceptance of other than the lowest bidder, MANAGER shall advise COUNTY in writing as to its reasons for recommending the acceptance of such bid.

(d) Once a bid is accepted, MANAGER shall obtain proof of vendor's commercial general liability (CGL), workers' compensation and automobile insurance. The vendor shall obtain a minimum of $1.0 Million per occurrence of CGL coverage prior to actual commencement of vendor's service to COUNTY. All of the foregoing insurance shall name COUNTY and MANAGER as an
additional insured as its interest may appear. MANAGER shall obtain and keep on file certificates of insurance which show evidence of such insurance.

Section 6.2 Construction Contracts.

MANAGER shall not enter into any construction contract for the Properties without COUNTY's prior consent. MANAGER shall provide COUNTY with a copy of the proposed contract and shall advise COUNTY as to the relationship, if any, between MANAGER (or the person or persons in control of MANAGER) and the party wishing to enter into the construction contract.

All construction contracts authorized by this Agreement shall be executed by COUNTY, it being understood, however, that MANAGER shall develop preliminary cost estimates for all proposed refurbishment and replacement projects. A project is defined as discrete work package of a non-urgent nature that exceeds $10,000 in value.

Article 7 REGULATORY COMPLIANCE

Section 7.1 Regulatory Compliance Representation.

The MANAGER represents that the operation of the Facilities will comply with all provisions of this Agreement, Applicable Law, and Standard Industry Practice subject to the following exceptions:

(a) An event of Force Majeure including Acts of God, Natural Disaster, Severe Weather, Terrorism, or Shutdown; and/or

(b) The COUNTY’s failure or refusal to approve or fund necessary Capital Projects, Corrective Maintenance, repairs, and/or replacement activities that substantially reduces the operability and/or reliability of the Facilities; or that are otherwise necessary to comply with this Agreement, Applicable Law, or Standard Industry Practice.

In the event that the MANAGER is excused from meeting the provisions of Article 6.1 for any of the reasons set forth in this Section, the MANAGER shall endeavor to provide the best services reasonably possible within the constraints of the Facilities’ design, condition and physical limitations and shall resume the normal provision of services within a reasonable time. The COUNTY will reimburse the MANAGER for all expenses incurred under such circumstances that are in excess of normal operating expenses.

Section 7.2 Fines, Penalties, and Costs of Regulatory Action.

In the event that regulatory violations occur following the Commencement Date and such violations constitute a breach of the MANAGER’s Regulatory Compliance Representation, the MANAGER shall be responsible for fines, penalties, and damages assessed for such violations that may be imposed under Applicable Law and for all other costs which either party is reasonably required to incur as a result of regulatory agency action. Prior to settlement or payment of any such fines, penalties or damages, the
MANAGER reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise. The COUNTY may participate in any such defense to the extent afforded an Indemnified Party in Article 10.3.

The COUNTY shall be responsible for all fines, penalties, damages, and other costs not assigned to the MANAGER by the terms of this Agreement.

Article 8 COUNTY’S RESPONSIBILITIES

Section 8.1 COUNTY’s and MANAGER’s Representatives.

On or before the Commencement Date, the COUNTY and the MANAGER shall each designate authorized representatives (each an “Authorized Representative”) to administer this Agreement. Each party to this Agreement shall endeavor to provide prompt written notice of any change to its Authorized Representative to the other party and, to the extent possible, no less than fifteen (15) days prior to said change.

Section 8.2 Utilities.

The COUNTY will maintain accounts for electric utility service provided to the Facilities in its name and will pay all expenses associated with providing such service to the Facilities in a timely manner. The COUNTY will authorize the electric utility to provide account information related to the Facilities to the MANAGER on request.

Section 8.3 Compliance with Laws.

The COUNTY will comply with Applicable Law pertaining to the management, ownership, operation, maintenance, repair and replacement of the Facilities to the extent that the responsibility of complying with those laws is not assumed by the MANAGER under the terms of this Agreement. The MANAGER shall not be responsible for COUNTY’s failure to comply with any provision of Applicable Law that is not otherwise specifically assigned to the MANAGER hereunder.

Section 8.4 Notice of Litigation.

In the event that the COUNTY receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the COUNTY shall give the MANAGER prompt notice of such proceedings and shall inform the MANAGER in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

MANAGER will provide COUNTY with all pertinent information and reasonable assistance in the defense or disposition of any claim, demand, suit or other legal proceeding instituted by any person or entity against COUNTY.

Section 8.5 Access.
Except as expressly set forth herein with regard to access by the COUNTY, the MANAGER shall have full and complete access to the Facilities. COUNTY shall provide an on-site space for the MANAGER’s office at one of the Properties of the COUNTY’s choosing. The COUNTY will furnish the office with customary furniture and office equipment. This shall include but not be limited to desks, and chairs. Photocopy machines, typewriters, computers and a fax machine will be the responsibility of the MANAGER. At the present time, COUNTY or MANAGER anticipates that an on-site management office will be required.

Section 8.6 General Authority.

The COUNTY shall perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not assumed by the MANAGER pursuant to the terms of this Agreement.

Article 9 COMPENSATION

Section 9.1 Base Fee

(a) For the period beginning on the Commencement Date, the COUNTY shall pay the Manager a monthly fee (the “Base Fee”) in the amount of One hundred thirty three thousand four hundred ninety one dollars and fifty one cents ($133,491.51). The Base Fee shall be payable monthly in arrears on the last day of each and every month for the duration of the Agreement, as adjusted pursuant to subsection (b) below.

(b) The amount of the Base Fee shall be increased on each Adjustment Date in accordance with the formula set forth herein:

\[ AAF = AF(100\% + P) \]

where:

AAF = Annual Adjusted Fee (new Base Fee) for the upcoming Agreement Year

AF = Annual Fee (Base Fee) for the Agreement Year just ended

P = (Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry – Installation, maintenance, and repair.\(^1\)).

In no event shall the Base Fee be reduced by virtue of this Section.

Section 9.2  Condition Assessment.

Upon completion of its condition appraisal, the COUNTY will pay to the MANAGER the sum of $5,000, payable within 30 days of condition appraisal report submission.

Section 9.3  Reimbursable Expenses.

All Corrective Maintenance costs, other than on-site labor costs, will be reimbursable. MANAGER shall invoice COUNTY for all reimbursable expenses related to the contract and properties on a monthly basis.

Section 9.4  Capital Project Management.

Project Management fee will be 8% of the total project costs.

COUNTY

Section 9.6  Property Personnel.

COUNTY agrees that employees of MANAGER are employees of MANAGER and COUNTY will not be eligible to hire MANAGER’s employees directly, during the contract term

Section 9.7  Payment for Services.

MANAGER shall invoice the COUNTY in arrears on a monthly basis for the monthly fees attributed to the Properties. The MANAGER shall provide all invoices and other necessary documentation received from vendors and suppliers by the 15th of the month. COUNTY shall pay accurate, undisputed, properly submitted invoices within fifteen (15) days of receipt of the MANAGER’s invoice. The MANAGER shall include any additional billings that are appropriate costs of the management of the Properties and approved by the COUNTY. COUNTY will pay for all reimbursable expenses, other than MANAGER’s contractual obligations. MANAGER shall adhere to any reasonable changes in the system and procedures promulgated by COUNTY from time to time for the proper invoicing and collection of monies.

Article 10  TERM AND TERMINATION

Section 10.1  Term.

MANAGER’s duties and responsibilities under this Agreement shall begin on the Commencement Date and shall continue for 24 months with three one (1) year renewal options, unless terminated as provided hereunder.

Section 10.2  Termination by Notice.
COUNTY may terminate this Agreement with or without cause or for its convenience at any time after the first anniversary of the execution of the contract by giving the Manager no less than thirty (30) days prior written notice to that effect. Upon any termination of this Agreement, all payments due MANAGER shall immediately cease as of the termination date, except in the case whereby MANAGER is completing additional work for fee.

Section 10.3 Automatic Renewal.

Absent notice of termination being provided by either party, this Agreement shall be in full force and effect for an initial term of two (2) years and shall automatically renew for successive one (1) year renewal periods. The thirty (30) day cancellation provision set forth in Section 9.2 above shall also apply to any renewal periods.

Section 10.4 Final Account.

Upon the expiration or termination of this Agreement for any reason, MANAGER shall immediately deliver to OWNER all records, books, accounts, contracts, leases, receipts for deposits, unpaid bills and other papers or documents or digital data which pertain to the Properties. MANAGER shall also, within fifteen (15) days of the termination or expiration date of this Agreement, provide COUNTY with final accountings of all records, accounts and reports as set forth above through the termination or expiration date of this Agreement. Upon such expiration or termination, COUNTY will assume responsibility for payments of all approved or authorized bills relating to the Properties. The parties agree to cooperate to finalize their respective rights and obligations under this Agreement in the event or termination or expiration.

Article 11 RISK MANAGEMENT

Section 11.1 MANAGER’s Insurance.

The MANAGER shall procure and maintain at its own costs, for all operations as outlined in the contract, the insurance coverages listed below. All insurance required hereunder shall be underwritten by insurance companies licensed to do business in the State of North Carolina and have an AM Best Rating of A-VII or better.

a) Workers’ Compensation and Employers Liability. Workers’ Compensation shall be in the form and amounts required by State Statute. The Employers Liability Limits will be as follows:

i) $500,000 Each Accident

ii) $500,000 Disease - Policy Limit

iii) $500,000 Disease - Each Employee
b) **Commercial General Liability** which insures against claims for bodily injury and property damage arising out of MANAGER's operations in amounts of $1,000,000 per occurrence and $2,000,000 General Aggregate. MANAGER will name COUNTY as an additional insured as respects to their work.

c) **Commercial Automobile Liability** - $1,000,000 combined single Limit

d) **Umbrella or Excess Liability** Insurance that applies excess of required general liability and employers liability policies in amounts of $1,000,000 Per Occurrence and Annual Aggregate.

e) An Endorsement providing thirty (30) Days’ notice of cancellation to COUNTY in the event of cancellation or non-renewal except 10 days’ notice for non-payment of premium.

f) MANAGER will furnish Certificates of Insurance evidencing the existence and amount of each liability insurance policy required.

The MANAGER shall hold the COUNTY harmless from any liability on account of loss, damage, or injury caused by the negligence of the MANAGER, its agents or employees. The MANAGER will be solely responsible for covering and defending cost of law suits or actions brought against the MANAGER and not the result of negligence by the COUNTY.

The COUNTY shall hold the MANAGER harmless from any liability on account of loss, damage, or injury caused by the negligence of the COUNTY, its agents or employees. The COUNTY will be solely responsible for covering and defending cost of law suits or actions brought against the COUNTY and not the result of negligence by the MANAGER.

**Section 11.2 Limitation of Liability.**

Anything in this Agreement to the contrary notwithstanding, MANAGER agrees that it shall look solely to the estate and properties of COUNTY in the lands and buildings of which the Properties are a part, and subject to the prior rights of any mortgagee of the Property and MANAGER's sole recourse and remedy for any breach hereunder or for any matter arising out of or in connection with the Agreement shall be to proceed against COUNTY's equity interest in the Properties. MANAGER shall not seek any deficiency Judgment against COUNTY or monetary damages against COUNTY not recoverable out of said estate and properties of COUNTY in the lands and buildings of which the Properties are a part.

**Section 11.3 Indemnification.**

The MANAGER hereby agrees to indemnify and hold harmless the COUNTY, its officers, MANAGER's, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including reasonable
attorney’s fees for trial and on appeal, from actions arising out of MANAGER’s own negligence or acts of omission, in the performance of the scope of services under this contract. COUNTY agrees to indemnify and hold harmless the MANAGER from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceeding, actions and costs of actions, including reasonable attorney’s fees for trial and appeal, from actions arising from the acts or omissions of COUNTY, the COUNTY’s MANAGER’s or employees or negligence of the COUNTY. Both parties agree to bring prompt notice to the other party of any lawsuit, action, proceeding or other matter for which defense or indemnity may be sought pursuant to this paragraph. It is expressly understood and agreed that the provisions of this Section shall survive the termination of this Agreement.

Article 12 DISPUTE RESOLUTION

Section 12.1 Applicability.

To affect a timely and efficient resolution of disputes that may arise during the term of this Agreement, the parties hereto agree that all claims, controversies and disputes, shall be resolved pursuant to Article 11.2.

Section 12.2 Disputes.

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The COUNTY and the MANAGER shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions promulgated pursuant to N.C. Gen. Stat. § 7A-38.1, or any successive statutory alternative dispute resolution rules or requirements. A request for mediation shall be filed in writing with the other party to this Agreement. The mediator must be certified by, and in good standing with, the North Carolina Dispute Resolution Commission. The parties agree to split the mediator’s fee and any filing fees equally and to pay such fees promptly on demand. The mediation shall be held in Union County, North Carolina, unless the parties and mediator mutually agree on another location. The parties agree that if there is no resolution of a dispute satisfactory to both parties pursuant to the mediation procedure outlined in this Section within sixty (60) days after the request for mediation is filed with the other party, the next step in the dispute resolution process, and the binding method of dispute resolution, shall be litigation in a court of competent jurisdiction.

Section 12.3 Covenant to Continue Work.

During resolution of any dispute under this Article, the MANAGER and the COUNTY shall each continue to perform all of their respective obligations under this Agreement without interruption or delay.

All of the terms and conditions of this Agreement are intended to be construed as covenants as well as conditions.
Article 13 MISCELLANEOUS

Section 13.1 MANAGER of COUNTY.

MANAGER is a MANAGER for COUNTY for the purpose of managing and maintaining the Properties and pursuing activities incidental thereto only and is not an employee or partner of, or in a joint venture with, COUNTY for any purpose.

Section 13.2 Construction.

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word “includes” and its syntactic variants mean “includes, but is not limited to” and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement and incorporated herein by reference; (viii) no term of this Agreement is intended and shall not be construed to create any rights in any person or entity who is not a party to this Agreement; and (ix) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

Section 13.3 Entire Agreement.

This Agreement and all exhibits contains the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon either COUNTY or MANAGER unless reduced to writing and signed by each party. No waiver of any covenant, condition, or agreement contained in this Agreement shall be construed to be a waiver of any other covenant, condition or agreement and no waiver of any breach of any such covenant, condition or agreement shall be deemed a waiver of any subsequent breach or of any breach of any other covenant, condition or agreement.

Section 13.4 Waiver.

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future or as a waiver of its rights to enforce any other provision of this Agreement.

Section 13.5 Assignment.

Neither this agreement nor any rights hereunder may be assigned by MANAGER. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
Section 13.6  Force Majeure.

To include: Acts of God, Natural Disaster, Severe Weather and Terrorism. A party’s performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in reasonable detail the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated. The COUNTY shall reimburse the MANAGER for its costs in taking such measures as are required of the MANAGER by this section, provided that such costs shall exclude on-site labor associated with those positions indicated in the MANAGER’s staffing plan.

Section 13.7  Governing Law.

The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of North Carolina.

Section 13.8  Notices.

Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery or by mail, and if given by mail shall be deemed sufficiently given if sent by recognized overnight delivery courier service or by registered or certified mail at the following addresses:

If to COUNTY:  Union County, Dept. of Public Works, NC
                500 North Main Street – Suite 709
                Monroe, NC  28112
                Attention: ________________________

If to MANAGER:  Owens Realty Services
                1646 33rd Street – Suite 301
                Orlando, FL 32839
                Attention: Robert D. Owens, President/CEO
Either party may, by written notice to the other, specify a different address for notice purposes.

**Section 13.9 Counterparts.**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**Section 13.10 Modification of Agreement.**

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by a duly authorized representative of the party to be charged therewith, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided.

**Section 13.11 Survival.**

Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

**Section 13.12 Standard Industry Practice.**

Whenever this Agreement requires that any act or omission be in accordance with Standard Industry Practice, the application of such requirement shall be subject to all terms and conditions of this Agreement. Notwithstanding any Standard Industry Practice, this Agreement may not be construed to require any act or omission which is inconsistent with any term or condition of this Agreement, unless an express term of this Agreement clearly and unambiguously provides that such Standard Industry Practice takes precedence over every term and condition of this Agreement. The COUNTY shall have discretion in interpreting and applying a Standard Industry Practice, provided that such interpretation shall be reasonable and, to the extent reasonably possible, avoid conflicts with the terms of this Agreement, and provided further that each application of a Standard Industry Practice shall be consistent with the terms of this Agreement and reasonably consistent with other applications of such Practice.

**Section 13.13 Approval.**

Whenever any party is required to approve any matter under this Agreement, the other party may rely on any written approval signed by or otherwise issued by the Director of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first set forth above.
COUNTY: UNION COUNTY

Dated: ___________________  BY: _____________________________

MANAGER: OWENS, RENZ & LEE CO., INC. – D/B/A OWENS REALTY SERVICES

Dated: ___________________  BY: ______________________________

Mr. Robert D. Owens, President/CEO
### Building Information

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<th>Gross Size (sq. ft.)</th>
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<tr>
<td>2</td>
<td>Animal Shelter</td>
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<tr>
<td>3</td>
<td>Farmers Market</td>
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<td>Group Home</td>
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<tr>
<td>8</td>
<td>Judicial Center</td>
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<td>16</td>
<td>Union Village</td>
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<td>17</td>
<td>Adult Probation</td>
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<td>18</td>
<td>911 Communication Tower – 4518 Crow Road, Waxhaw, North Carolina 28112</td>
<td>288</td>
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</table>
Exhibit B    Scope of Services for County Buildings

- **GENERAL**
Manager will be responsible for managing all aspects of the upkeep, maintenance and repair work and building services for County Buildings. The scope of work will include:

a. Building Services, including but not limited to:
   - Janitorial
   - Pest Control
   - Landscaping
   - Locksmith
   - Appearance
   - Day Porter

b. Maintenance, including but not limited to:
   - Fire Protection
• Building Systems (e.g., electrical, plumbing, security)
• Generators
• Elevators
• HVAC
c. Contract Management, including but not limited to:
  • Contract Administration
  • Performance Management and Reporting
  • Project Management
  • Condition Appraisal
d. Repairs
e. Refurbishment and Replacement Projects

It is the intent of the County to function as a contract owner, only, monitoring the performance of the Manager against the requirements of the Contract. The Manager will be responsible for all aspects of maintenance and repair work and building services for the facilities. The Manager will provide innovative, customer service oriented, organized management and well trained personnel for the facilities. Manager employees and Sub-Managers must act at all times in a professional manner. All Manager employees and Sub-Managers must present a professional, clean and neat appearance and maintain personal hygiene, and a professional image at all times. All Manager employees and Sub-Managers must be dressed in clean uniforms at all times and must have their names, Manager name stitched on their shirts or wear an appropriate identification badge. The Manager must ensure employees have proper safety shoes and safety equipment for the work. The Manager must ensure all employees and Sub-Managers they utilize are trained and use all safety equipment and Personal Protective Equipment (PPE).

• OPERATING GUIDELINES

WORK ORDERS

The County uses Work Orders to instigate, monitor and report on maintenance and repair work and building services. Requests from Building Tenants and maintenance and repair work and building services will be tracked in an electronic work order system and reported to the County Representative monthly. Work orders will be filled on a priority basis with public and staff safety, followed by building security and structural integrity, as top priorities.

NOTE: Any Manager who is contracted for facilities management services for the County’s facilities will be required to license and use Infor MP2 facilities management software. The selected Manager will be fully responsible for any cost associated with licensing and using this system. The Manager may propose an alternative CMMS be used provided it provides the County with at least the same functionality.
available to it through the use of Infor MP2 including but not limited to the ability for Building Tenants to request services via the Infor MP2 Weblink, the creation and closure of work orders, maintenance management, performance measurement and routine and special reporting, and data import and export functionality.

For all services managed and tracked using work orders the following performance criteria will be established:

Number of service calls completed within 24 hours from time of inception will be no less than 85% of all service calls for the day and no less than 90% for all service calls for the week.

No less than 95% of all work orders will be completed within expected time intervals.

Corrective maintenance will not exceed 30% of the total maintenance and repair work undertaken over any 12 month period.

Number of call backs for the same problem in the same location will not exceed 10% of the total number of call backs within a 30 day time period.

Regular Business Hours interrupted in any one facility due to unplanned downtime or equipment breakdowns not caused by Force Majeure will not exceed 10% of the Regular Business Hours period.

Overall equipment effectiveness uptime or availability will be at least 95%.

LICENSE REQUIREMENTS

All Manager technicians working at the County’s facilities and buildings must have North Carolina State Licenses for the trades they will perform. Managers will not use technicians without North Carolina State Licenses. Industry standard certifications will be required for personnel working on sprinkler systems, backflow preventers and generators.

FALSE ALARM FEES

All Managers will pay for false alarm fees caused by equipment failure (for the equipment maintained by the Manager) or due to negligence of Manager’s employees.

EMERGENCY CONTACT

With regard to emergency services, the Manager will also provide 24-hour emergency contact information to the County for a primary and secondary contact. Response to emergency services shall be made as outlined below.

EMERGENCY REPAIRS

Managers will make every effort to respond immediately but no longer than 1 hour after the Manager has evidence or receives notification of equipment or system breakdown or shutdown or other compelling emergency situation in the facilities that would result in the inability of the building tenants to use the facilities for normal business operations. Managers will properly program existing control systems to
ensure staff are alerted to issues when they arise. Services will be provided as necessary to restore equipment or facility failures to proper operation. Under no circumstances will equipment or system failure that results in loss of essential service exceed one (1) calendar day. Inability to obtain parts or special technical or engineering services will not be considered acceptable reasons to extend this time period. The Manager will submit to the County for approval of written procedures for response to emergency situations.

**REPORTING**

The Manager will provide the County Representative with the following reports by the fifteenth calendar day of the month for activity from the previous month. All reports must be in a format acceptable to the County Representative.

**WORK ORDER REPORT**

This report will show the total work orders received by the Manager for the facilities, a breakdown of the work order types and work orders by building, any outstanding work orders more than 15 days old from the date of the original report, and average time per work order completion by work order type for that month.

**MAINTENANCE REPORT**

This report will show the maintenance work performed by the Manager for the preceding month broken down by location and type of equipment. The report must also show separately scheduled maintenance that the Manager did not perform.

**PERFORMANCE REPORT**

This report will show the County’s requested performance metrics for the preceding month and the trend for the preceding twelve months. The report must be accompanied by explanatory text that talks about what has been done to improve performance over both periods and what is proposed to be done to improve performance in the next month and over the next twelve month period.

**ISSUES REPORT**

This report will show any open issues between the Manager and the County that have not been resolved. This report should also contain any aspects of the equipment and facilities the Manager sees as an issue needing resolution or a possible problem in the future, including any Refurbishment and Replacement work that can be predicted. This report should also include any breaches in security during the preceding month.

**CHARGES TO BUILDING TENANTS**

No charges will be allowed to Building Tenants for any work done by the Manager under the Contract. If a Building Tenant requests work outside the scope of the Contract, the Manager will notify the County Representative of this situation and if the County approves the work, the Manager may perform additional
services for the Building Tenant at an additional charge to and paid separately by the Building Tenant. The County’s Representative for the facilities management services will not accept or process under this Contract any bill or invoice associated with these additional charges.

- **CHANGES IN SCOPE OF WORK**
  The County may at any time modify the work requirements of the Manager. If such adjustments require additional personnel or resources the County may negotiate an equitable modification in the compensation to the Manager. No long-term modifications to the work requirements will be binding on either party if not amended to the final Contract in writing. The Manager should be flexible enough to comply with in scope work modifications or one-time requests from the County on an as needed basis without the need for a Contract amendment or price adjustment.

**LIMITATION OF RESPONSIBILITY, GENERAL CONDITIONS, INVENTORY AND PURCHASES**

**COUNTY’S RESPONSIBILITIES**

1. The County will provide for trash, and recycling pickup for the dumpsters located at the facilities once or more each week. Only trash and recyclables from the facilities may be placed in this dumpster.

2. The County will pay invoices from all utility providers and Internet access through the County’s network. The Manager will be responsible for long distance calls made by its employees and the county will not supply any devices for telecommunications or Internet use.

3. The County will be responsible for building renovations involving the relocation and/or reconfiguration of walls or built-in elements.

4. The County will provide reasonable work and storage space required to perform the tasks required for a Manager. The work space provided must not be used by the Manager for long-term storage or for providing services to clients other than the County. The determination of work space area and location will be made by the County based on the efficient use of space. The County will coordinate with the Manager before making such decisions.

5. The County reserves the right to make tests or cause to make tests when advisable to ascertain that the requirements of these services are being fulfilled.

**MANAGER’S RESPONSIBILITIES**

All prospective employees of Manager and subservice ProviderManagers to the Manager must submit to a background check performed by Union County and Union County reserves the right at its sole discretion to allow or not allow said employees to perform per the contract. All prospective employees of Manager and potential subservice Providers must be approved by Union County before work begins.

- **BUILDING SERVICES**

**GENERAL**
Building Services will include but not be limited to the following services: janitorial, pest control, landscaping, locksmith, appearance and day porter. The Manager will provide staff, equipment, plant, materials and consumables required to deliver all of the building services.

All building services will be performed in conformance with Local, State and Federal codes and regulations and in accordance with equipment manufacturers’ recommendations. The Manager will replace all defective items immediately upon discovery or notice from tenants or the County Representative.

CONSUMABLES / SUPPLIES

Consumables are defined to be those materials that are routinely used or consumed in providing Preventive Maintenance services. This would include supplies and materials used in the Preventive Maintenance of the County’s facilities such as lubricants, drive belts, and other items which are required to be replaced on a routine basis as part of the equipment manufactures’ suggested Preventive Maintenance. Consumables would also include those supplies and materials used to meet the requirements of the janitorial services, landscape services and pest control services including items such as cleaning supplies and hand tools, paper products, mulch, fertilizer, pesticides. The exceptions to this are the following items: light bulbs, HVAC filters, replacement carpet squares and replacement consumable and wear items exceeding $5000 per item.

CONSUMABLE ITEMS ARE NOT REIMBURSABLE.

The cost of the consumables or supplies is to be recorded with a sequential reference number in a tabulated form that clearly indicates which specific Building Services task they were used for. The sequential reference number is to be written on a copy of the invoice/receipt for the consumables or supplies. The table of consumables or supplies costs and accompanying invoice/receipt copies are to be submitted at the end of the month within which they are used along with the Manager’s monthly invoice for payment. The cost of consumables or supplies for which no invoice/receipt is included will not be reimbursed.

Consumables or supplies must be products that are Underwriters Laboratories listed and must be fit for the purpose of the function they are expected to perform. Chemicals and paper products must be “Green Seal” approved or meet or exceed the “Green Seal” Standards.

The Manager will be responsible for maintaining a file of Safety Data Sheets (SDS) for any chemicals in the facilities used by its employees or Sub-Managers, and the file shall be made available to the County 24 hours a day, seven days a week. Manager must have safety plans, including records of training staff and methods of training for safety for the Manager or their Sub-Managers. These safety plans will be provided to the County Representative upon request.

- JANITORIAL

The County is seeking prescriptive-based cleaning services, and the county will provide a detailed specification for cleaning as follows:
(a) The Manager shall provide the following janitorial services for the premises specified in accordance with these specifications.

**MATERIALS AND EQUIPMENT**

The Manager shall furnish all materials, equipment, training and supplies necessary to perform said services. Union County will require the use of “Eco-Friendly” or “Green” products.

The Manager shall provide manufacturer’s technical literature, specifications, and Safety Data Sheets (SDS) on all materials to be used ten (10) days prior to commencement of services. Accurate Safety Data Sheets (SDS) will be maintained and a copy for each product shall be placed in each “Janitorial Closet” or as designated by the County.

**GENERAL REQUIREMENTS**

The premises shall be maintained in a clean and sanitary condition for public and employee use per the specified instructions herein. Compliance with the performance of the work to meet these specifications is the sole responsibility of the Manager and shall be assured by systematic weekly inspection of the premises by a competent employee of the Manager. Completion of the inspection form provided shall be submitted to the County upon completion of said inspection. Any deficiencies shall be corrected within 24 hours or as agreed upon by the Manager and the County. The Manager shall submit a monthly schedule to the County when inspections are to be made so that they may accompany the Manager if desired.

The County may request additional inspections at any time.

A detailed description of the Manager’s work schedule for this project to include number of employees and supervisors or equivalent and a description of how the proposed assignments will be accomplished shall be submitted with the “Request for Proposal.” Periodic scheduling shall be included and indicate when this service shall be performed.

Any discrepancies noted either from inspection reports or identified by County shall be corrected within the next scheduled normal workday period. Services shall be provided in all areas of the premises except those areas specifically excluded by the Contract.

When performing any services it is the Manager’s responsibility to ensure due diligence is practiced to insure a complete and thorough job. The Manager is to provide all the necessary equipment, products and training as required insuring compliance with the contract. Any damage to the premises observed by the Manager should be reported to the County immediately. Any damage done by the Manager shall be reported to the County and arrangements made to either repair or replace said property.

It is the sole responsibility of the Manager to comply with any and all Environmental Protection Agency (EPA) regulations. (For example: proper labeling, storage and or disposal of any products used by the Manager.) Should the EPA have any additional requirements, it is the sole responsibility of the Manager to insure compliance. Should the County or designee of the Public Works Director determine
noncompliance, the County or designee of the Public Works Director retains the right to take any and all actions deemed necessary to comply with EPA regulations. The Manager is responsible to insure compliance with any and all guidelines outlined by the Center for Disease Control (CDC) for the overall protection of public health.

RECYCLING

Office paper recycling containers and bulk recycling containers are located throughout Union County facilities. Recyclable materials shall be collected three times per week at buildings smaller than 10,000 sq. ft., and five times a week at buildings larger than 10,000 sq. ft. Manager’s employees should ensure that recycling containers are NOT emptied into the regular trash, but into the approved Recycling Collection Bins. Participation in the Union County Employee Recycling program is required of the Manager(s). It is the sole responsibility of the Manager to notify the Union County Recycling Coordinator on the first Monday of each month to coordinate ongoing recycling activities.

TIME OF SERVICE

Services shall be provided between the hours of 6:00 am and 11:00 pm five days per week unless otherwise noted. Services not performed because of inclement weather will be performed the following workday unless other arrangements are made in advance with the County. The County must have a minimum of seventy-two (72) hours advance notice to coordinate any additional periodic work with appropriate staff.

a. Quarterly (4 times per year) cleaning services must commence during the first week of September, December, March and June.

b. Semi-annual (2 times per year) cleaning services must commence during the first week of November and April.

c. Annual cleaning services must commence during the first week of January.

Dates of service must be indicated on Daily Checklist to be submitted with monthly invoices. Union County reserves the right to adjust the date of periodic services at its sole discretion.

EMERGENCY AND SPECIAL SERVICES

The Manager shall honor requests by the County for emergency or special services as quickly as possible. Response time will be 1 (one) hour or less. Emergency Call Out: The Manager will provide emergency call out personnel on a 24 hour, 7 day a week basis. Up-to-date emergency contact information will be supplied to the County.

KEY POLICY
The Manager will supply the required employee information and complete the appropriate forms and submit it to the Union County Public Works Department. A minimum of ten (10) days will be required before any employee may report to work. Union County retains the right to have any Manager’s employee removed from the premises for any reason. Said reason does not have to be disclosed to the Manager. Keys and access cards to these facilities will be disclosed to the successful Manager. Any keys and access cards are and will remain the property of Union County. Duplication of keys is prohibited. Should the Manager lose any keys or access cards, said Manager shall pay to have the locks changed, systems rekeyed or access cards terminated and reimburse Union County for all costs associated with such action. The successful Manager is responsible for providing to the Projects/Contracts Coordinator a current list of employees. It is the responsibility of the Manager to notify the County of changes to the employee listing.

**DEFINITION OF TERMS**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS APPLICABLE</td>
<td>Performance of a service as deemed necessary in order to maintain appearance.</td>
</tr>
<tr>
<td>AS NEEDED</td>
<td>Where the term “AS NEEDED” is used herein, the decision as to the extent of service provided is left to the judgment of the person performing the task or as directed by supervision.</td>
</tr>
<tr>
<td>CARPET PILE LIFTING</td>
<td>The removal of dried soil and grit from the carpet by means of a power pile brush. Used between cleanings to rejuvenate carpet.</td>
</tr>
<tr>
<td>CLEAN</td>
<td>The removal of all foreign dirt or soils from any surface by means of damp sponge, rag or other cleaning utensil and the appropriate approved cleaning agent.</td>
</tr>
<tr>
<td>DISINFECT</td>
<td>To free from infection especially by destroying harmful microorganisms</td>
</tr>
<tr>
<td>DRY CLEAN</td>
<td>To remove soils by means of appropriate chemical solvents and pre-approved methods.</td>
</tr>
<tr>
<td>DUST MOP</td>
<td>The removal of loose dirt and debris from non-carpeted floor surfaces by means of dry or oiled dust mops.</td>
</tr>
<tr>
<td>MACHINE SCRUB</td>
<td>The cleaning and refinishing of floor surface by specialized power cleaning equipment.</td>
</tr>
<tr>
<td>POLISH</td>
<td>The refurbishing of special surface finishes, such as metal, woods, etc., by the rubbing of the surface with the appropriate approved</td>
</tr>
</tbody>
</table>
utensil and chemical agent to produce a high degree of luster and surface protection.

RECYCLING The collection of office paper, magazines, aluminum cans and plastic bottles as a means of diverting these items from the County’s waste stream.

REFinish The application of material to any surface.

REPLENISH The placement of consumable supplies in appropriate dispensers.

SANitize The application of an appropriate approved germicidal cleaning agent either as an integral step in the cleaning process or as a post application after cleaning.

SHAMPOO The restorative cleaning of carpet or upholstery including the application of protective treatment by means of dry or wet chemicals and approved techniques.

SPRAY BUFF The spraying of a light coating of finish on a floor surface while agitating with a buffing machine with appropriate pads, to provide a luster finish.

SPOT CLEAN SPOT – A spot is a foreign substance on the surface of the carpet fibers and can be removed by approved chemical or mechanical action.

SPOT CLEAN - The removal of any foreign substance from small areas of carpeted floor surfaces, as needed, by means of approved carpet cleaning methods and cleaning products. Spot cleaning is to be performed in all areas of the facility on a daily basis.

SPOT REMOVAL – Spots are to be removed from any carpeted area on a daily basis using only pre-approved methods and chemicals.

UPHOLSTERY The removal of stains and soiled spots on upholstered furniture by means of the appropriate approved method and cleaning agents.

OTHER SURFACES The removal of soil from walls, switch plates, glass, door jambs, doors, etc., by means of sponge and mild cleaning agents.

Sweep The removal of loose dirt and debris from masonry, composition, tile or other non-carpeted floor surfaces by means of brooms or vacuuming.
TOPSCRUB  The removal of top layer of finish and application of a new finish to any surface.

TRASH  The removal of all discarded materials in wastebaskets and/or other trash receptacles from all areas of the building and depositing in approved trash receptacles outside the building. This includes any and all containers marked trash.

VACUUM  The removal of loose dirt, liquid, and debris from floors or other surfaces by means of vacuum cleaner and appropriate attachments.

WASH  The cleaning of an item by dipping, scrubbing, and rinsing in water with appropriate chemical agents added.

WET MOP  The removal of adhered dirt or other material from masonry, composition, tile, or other non-carpeted floor surfaces by means of sponge or string mops using mild cleaning agents dissolved in water.

### Janitorial Task Specification

<table>
<thead>
<tr>
<th>Description of Tasks</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: No flammable materials shall be stored in areas unless in approved containers. All containers must be labeled at all times. A complete set of up to date MSDS sheets must be available at all times. All mops are to be stored in mop holders and mop buckets are to be emptied and stored dry. All soiled rags are to be removed weekly.</td>
<td></td>
</tr>
<tr>
<td>SECTION A: ALL AREAS</td>
<td></td>
</tr>
<tr>
<td>Sweep/dust mop, wet mop as applicable all non-carpeted floors</td>
<td>x</td>
</tr>
<tr>
<td>Vacuum carpeted areas, spot clean as needed</td>
<td>x</td>
</tr>
<tr>
<td>Spot clean walls, switch plates, glass, door jambs, doors, etc. as needed</td>
<td>x</td>
</tr>
<tr>
<td>Description of Tasks</td>
<td>Frequency of Task</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Empty all waste receptacles, replace liners as needed</td>
<td>x</td>
</tr>
<tr>
<td>Remove all trash from building, no trash to be left in janitorial closets</td>
<td>x</td>
</tr>
<tr>
<td>Clean all interior glass windows and exterior windows on 1st floor</td>
<td>x</td>
</tr>
<tr>
<td>Clean all exterior glass windows above 1st floor.</td>
<td></td>
</tr>
<tr>
<td>Dust all horizontal surfaces, including but not limited to tables, file cabinets, book cases, chairs, partitions, window sills, etc.</td>
<td>x</td>
</tr>
<tr>
<td>Clean and sanitize handrails and other horizontal surfaces which do not get acceptably clean by dusting</td>
<td>x</td>
</tr>
<tr>
<td>Top scrub all vinyl composite flooring</td>
<td>x</td>
</tr>
<tr>
<td>Strip and refinish vinyl composite flooring</td>
<td></td>
</tr>
<tr>
<td>Clean and polish all metal trim</td>
<td></td>
</tr>
<tr>
<td>Dust draperies and blinds</td>
<td></td>
</tr>
<tr>
<td>Wash HVAC diffusers and return grills</td>
<td></td>
</tr>
<tr>
<td>Clean all light fixtures and exit lights</td>
<td></td>
</tr>
<tr>
<td>Vacuum all upholstered furniture, clean all un-upholstered furniture, spot clean as needed</td>
<td>x</td>
</tr>
<tr>
<td>Perform all tasks defined in Section A as applicable</td>
<td></td>
</tr>
<tr>
<td>Clean, polish, and sanitize all drinking fountains</td>
<td></td>
</tr>
<tr>
<td>Vacuum and spot clean lobby furniture</td>
<td></td>
</tr>
<tr>
<td>Additional cleaning of all surfaces in high traffic areas should be performed to ensure cleanliness</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION B: GENERAL OFFICE AREAS**

<table>
<thead>
<tr>
<th>Description of Tasks</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform all tasks defined in Section A as applicable</td>
<td></td>
</tr>
<tr>
<td>Dust desks, bookcases, credenzas, etc. Do not disturb contents and take extreme care to avoid breakage of objects</td>
<td>x</td>
</tr>
<tr>
<td>Clean and polish all wood chairs</td>
<td></td>
</tr>
<tr>
<td>Vacuum and spot clean all upholstered furniture</td>
<td></td>
</tr>
<tr>
<td>Dust all horizontal surfaces to include picture frames, window sills, baseboards, etc.</td>
<td>x</td>
</tr>
<tr>
<td>Description of Tasks</td>
<td>Frequency of Task</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Vacuum carpeting and spot clean as needed</td>
<td>x</td>
</tr>
<tr>
<td>Empty recycling containers into approved collection bins</td>
<td>x</td>
</tr>
</tbody>
</table>

**SECTION C: RESTROOMS/SHOWER ROOMS/LOCKER**

- Clean and sanitize all surfaces of toilets, urinals, lavatories, countertops, back splashes, and diaper changing stations
- Clean and sanitize external surfaces of plumbing supply lines and exposed waste lines
- Clean and polish all bright work and mirrors
- Replenish soap, paper products and feminine hygiene products
- Remove waste, cleaned and sanitize all waste and sanitary napkin receptacles, replace liners
- Clean and sanitize walls and partitions adjacent to restroom fixtures
- Sweep, wet mop and sanitize floors and baseboards
- Spot clean door jambs, doors, door hardware, switch plates and walls
- Operate all flush valves, water valves, soap dispensers, towel and tissue dispensers. Advise County of all leaks and malfunctions.
- Dust ceiling air diffusers and lights

**SECTION D: BREAK ROOMS/UTILITY ROOMS**

- Perform all tasks defined in Section A as applicable
- Wash and sanitize all table tops, pedestals, chairs, countertops, sinks, plumbing hardware and outside surfaces of cabinets (do not use abrasive cleaners)
- Replenish towel dispensers
- Clean outer surface of refrigerators as applicable
- Sweep, we mop all non-carpeted floors
- Clean and sanitize all waste and recycling containers
- Dust ceiling air diffusers and lights

**SECTION E: ELEVATORS**

- Vacuum and spot clean carpet
<table>
<thead>
<tr>
<th>Description of Tasks</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean, sanitize and polish all walls, handrails, both sides of doors, door jambs, and push button plates</td>
<td>x</td>
</tr>
<tr>
<td>Remove and wash ceiling panels. Clean lights. Clean hall enunciator plates</td>
<td>x</td>
</tr>
</tbody>
</table>

**SECTION F: CONFERENCE ROOMS**

<table>
<thead>
<tr>
<th>Description of Tasks</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform all tasks defined in Section A as applicable</td>
<td>x</td>
</tr>
<tr>
<td>Arrange furniture in an orderly fashion</td>
<td>x</td>
</tr>
<tr>
<td>Clean all horizontal surfaces</td>
<td>x</td>
</tr>
<tr>
<td>Vacuum and spot clean carpet as needed</td>
<td>x</td>
</tr>
<tr>
<td>Vacuum all upholstered furniture as needed</td>
<td>x</td>
</tr>
</tbody>
</table>

**SECTION G: SPECIAL TASKS**

<table>
<thead>
<tr>
<th>Description of Tasks</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raise flags before 8:00am and lower before 5:30pm where requested</td>
<td>x</td>
</tr>
<tr>
<td>Empty outside waste containers and ashtrays</td>
<td>x</td>
</tr>
<tr>
<td>Janitorial storage areas shall be kept clean and orderly at all times</td>
<td>x</td>
</tr>
<tr>
<td>Thoroughly clean floors, walls, sinks, mop sinks, and shelving in Janitorial storage</td>
<td>x</td>
</tr>
</tbody>
</table>

**ADDITIONAL INFORMATION**

1. All areas should be vacuumed with a dual (2) motor vacuum with an internal filtering system for cleaner air discharge. The vacuum should have a 3500 RPM chevron brush with pile height adjustments, brush wear adjustments, and top loading bag. No single motor, cloth bag vacuum will be used. No Back Pack vacuums are allowed.

2. EMS/911/EM is open for business 24 hours a day, 7 days a week, and 365 days a year and will require service Monday - Sunday, including holidays (except for Christmas Day). Saturday and Sunday will only require one full building cleaning. Monday – Friday cleaning will be twice per day, one cleaning in the morning and one after 5:00pm.

3. Board of Elections requires service in the afternoon at approximately 4:00pm, but before 5:00pm.

4. County Police should be cleaned during normal business hours, preferably in the morning. County Police may require a more extensive background check.
5. Sheriff’s Office will require 1 (one) full time day staff at a MINIMUM to clean the main office area including the Magistrate’s office and front lobby. The Control Pods in the jail proper will be cleaned after 5:00pm and must work around the visitation schedules.

6. The Jail Annex will be cleaned in the mornings with the Sheriff’s Office day staff.

7. The Courthouse requires a MINIMUM of 2 (two) full time day staff and 7 (seven) full time evening staff. The Courthouse has a very diverse occupancy with some areas having to be cleaned in the daytime for security reasons. The day staff schedule will be from 6:00am – 2:00pm. At least 4 evening staff should report to work at 3:00pm, with the balance reporting at 5:00pm. All work will be completed by 11:00pm. Periodic assistance may be required for meeting setups in the Commissioner’s Forum. Day staff will be required to attend to service requests in the daytime for Social Services and Administration.

8. Social Services will require a MINIMUM of 5 evening staff beginning work at 5:00pm. Periodic meeting setups in the auditorium may be required.

9. The Citizen Resource Center hosts a large number of meetings in its meeting spaces each month. Manager should use either a full time day staff to setup/teardown meetings/clean, or use an on-call person to setup meetings and alternate staff to clean. The lobby, lobby restrooms, and vacuuming should be performed at night or very early morning to be completed before 8:00am. The balance of cleaning may be performed during the day. Meetings will require cleaning afterwards; this applies to all meetings regardless of start/ending times. The Citizen Resource Center also rents its meeting room space to the general public. All RENTALS will require cleaning staff to open/close the building and remain on the premises for the duration of the rental.

10. The County Museum will be cleaned during normal business hours.


12. The Landfill Scale house and Maintenance Building restrooms/break room will be cleaned during normal business hours.

13. The Renewable Energy Center will require cleaning during normal business hours.

14. The Health Department will require a MINIMUM of 1 (one) full time day staff and 6 part time evening staff. Day staff will work from 7:00am – 3:00pm. Evening staff will work from 5:00pm – 11:00pm. Daily work schedules will require some flexibility to accommodate seasonal programs and evening clinic hours.
15. The Main Library will require either 1 (one) full time day staff beginning work at 6:00am, or 2 (two) part time staff, one morning and one evening. Meeting setups for the 2 (two) conference rooms will also be required.

- **PEST CONTROL**
The Manager will provide for a licensed pest control specialist for all pest control services inside and out of the facilities. Pest control work orders must be given a high priority. Manager must develop and implement an Integrated Pest Management (IPM) program to ensure that any pest control issues are dealt with a safe and effective plan. Activities to be provided by the Manager include:

1. Pest Control services for the following pests will be provided monthly: roach, black ants, pavement ants, mice, rats, spiders, crickets, bees, and wasps
2. Services must be in compliance with all local, state, and federal rules and regulations, using EPA registered chemicals
3. Products and methods use will not contaminate water runoff
4. Technicians must be trained, properly insured and carry Certificate of Insurance and MSDS information at all times
5. Areas treated monthly include: common areas, halls, bathrooms, break rooms, kitchen and stock room
6. Offices will be treated as requested by tenants
7. Prior to use of new products, the awarded Manager will submit MSDS sheets to the County on any and all chemicals
8. All pest control activities will be schedule with the County to ensure normal activity is not interrupted

- **LANDSCAPING**
The County is seeking prescriptive-based grounds maintenance services for the Judicial Campus only (Courthouse, Sheriff Dept., DSS, Visitor Center and County Administration campuses) and the county will provide a detailed specification for grounds maintenance as follows:

**GENERAL QUALIFICATIONS**

**MANAGER AND/OR SUB WILL:**

1. Be a current and valid N.C. Registered Landscape Manager
2. Hold a current and valid N.C. Pesticide Applicator License
3. Be a current and valid N.C. Registered Irrigation Manager

Copies of all required licenses will be required before work can begin.
PROPERTY MAINTENANCE / CLEANUP

1. Pick paper and trash from parking lots, sidewalks, driveways, common areas, and entry areas by hand before blowing so it will not end up in planting bed areas or on lawns. This includes cigarette butts and small pieces of trash.

2. Power sweep or blow and vacuum all natural debris and leaves from parking lots, sidewalks, driveways, common areas and entry areas.

3. Fall leaf dropage to be blown from lawns, planting beds, and all hardscape areas and removed from site on a timely basis not less than once weekly during prime leaf dropage timeframe.

LAWN MAINTENANCE

Mowing / Edging

1. Mow hybrid tall fescue at intervals often enough to maintain a height of 3-4” and not to exceed 5-6” in height between mowing. Remove all trash, debris, and leaves prior to mowing lawn.

2. Remove all grass clippings from areas the same day that mowing takes place.

3. Bags or guards covering the grass discharge chutes on mowers are to be used adjacent to buildings, walkways, parked vehicles, and pedestrian areas.

4. Manager shall trim/edge around all walks, curbs, buildings, trees, roads, planting bed areas, etc., and edging shall be performed with each mowing. All delineated shapes and configurations of plant beds that exist on the site shall be maintained in a clear cut manner, free of imperfection.

5. Manager shall power blow all sidewalks, drive entrances, and parking areas after each grass cutting and edging.

6. All mowing and edging equipment must be properly maintained to provide a clean, straight cut at required height.

Fertilization / Over seeding / Watering / Herbicides

1. Soil testing of lawn areas needs to be performed a minimum of every two years to determine pH levels and lime applications needed. Apply lime according to recommendations made by the NC Agricultural Soil Test Lab. Lab results, in addition to pH levels; also provide existing nutrient levels and recommendations for application. Use this information when calculating fertilizer applications. The County is to receive a copy of all soil test results.
2. A minimum of four applications of Nitrogen need to be applied per year. A slow release fertilizer applied at a rate recommended by soil test results shall be used. Granular and liquid recommended.

3. Overseeding of lawns will be performed each Fall (September to early October). Irrigate site prior to core aeration to insure maximum core depth unless soil is moist from natural rainfall. Apply a blend of Hybrid Tall Fescue seed. Straw and heavily core areas that are excessively bare. Keep lawn areas moist after overseeding to insure good germination.

4. Renovate any areas with a high content of common Bermuda grass by spraying area with Roundup or equivalent in mid-August by applying a minimum of two applications 7 – 10 days apart. Rotovate large areas or heavily core smaller areas, apply seed and straw and fertilizer.

5. Monitor irrigation systems to insure proper amount of water for each season is being applied. In areas not irrigated, adjust fertilization as needed to prevent excessive browning in summer months by applying less fertilizer in the Spring – one application. Fewer deep waterings are encouraged for deeper root growth rather than less time / more frequent applications.

INSECT DISEASE CONTROL / HERBICIDES

1. Manager shall be held liable to use an Integrated Pest Management approach to lawn disease / pest control. Careful and frequent monitoring is critical for a successful IPM program. Know the problems usually associated with particular plants/lawns and be capable of detecting problems early. Chemical control will be the last resort and done after all possible methods or a combination of methods have been executed to manage or reduce pests below economically and aesthetically damaging levels.

2. Manager must have a valid and current NC Pesticide Applicator License. The County must be notified 24 hours prior to any chemical applications being applied on site.

3. Broadleaf herbicides are to be used when weeds appear in turf areas to control competing and unsightly weeds. Pre-emergent herbicides shall be applied at manufacturer’s recommended rates and on a timely fashion to prevent germination of unwanted weed seeds. This is most effectively done by applying pre-emergent in a split application of two treatments done in the Spring for prevention of Summer weeds.

4. Insecticides and pesticides will be applied as often as required to manage or reduce insect and disease damage below economically and aesthetically damaging levels. A listing must be provided to the County with the bid for approval of all chemicals intended for use in the performance of this contract.
Above chemicals shall be used in strict accordance with Federal, State and County directives for Environmental Control and carry an EPA approval number.

**PLANT MAINTENANCE OF WOODY ORNAMENTALS, HERBACEOUS ANNUALS, PERENNIALS, GROUNDCOVERS, AND BULBS**

1. **Weed Control / Mulching:** Remove all weeds from plant beds and natural areas. Apply pre-emergence as needed to prevent germination of weed seeds. Manager is responsible for keeping all planting areas free of unwanted vegetation as to maintain an aesthetically pleasing site and maintain health of plant materials. The Manager will be responsible for annual mulching of all bedding areas. Mulching will consist of baled pine needles.

2. **Insect / Disease Control:** An integrated pest management system must be used by Manager to include cultural, biological, and / or chemical methods. Observe the site at each visit and address issues as needed but always by using environmentally sound practices.

3. **Soil Testing:** All plant bed areas will be soil tested within the first year of the contract to insure proper pH levels and nutrient levels. County will receive a copy of all soil test reports.

4. **Trees:**
   a. Manager will prune trees when necessary to control size, encourage flowering, maintenance, and appearance. Deciduous trees will be pruned during the dormant season unless pruning is needed to promote flowering on one-year-old growth. Broadleaf evergreens will be pruned in late Winter and early Spring just before new growth occurs.
   
   b. Prune flowering trees according to whether they bloom on current season growth or one-year-growth. Prune summer flowering trees (Crape Myrtles, Magnolia, etc.) during the dormant season before Spring growth.
   
   c. Prune trees to maintain shape and appearance. Remove suckers from the base of plants, dead or damaged branches and perform general shaping for overall appearance.
   
   d. Prune trees using the branch-collar technique, carefully making cut above the branch collar.
   
   e. Fertilize all trees in late Winter / early March just before new growth occurs using Osmocote granular fertilizer 3 month formulation. Apply at
manufacturer’s recommended rates by applying to entire drip zone area. If trees are showing severe deficiencies, liquid injection may be required.

**SHRUBS**

Manager shall be responsible to prune all shrubs to maintain shape, promote flowering, control size, and appearance. Broadleaf evergreens will be pruned just before new growth occurs and through the Spring and Fall as needed. Remove suckers, dead or damaged branches, and perform general shaping. Fertilize all broadleaf evergreens and deciduous shrubs in late Winter / early Spring with Osmocote slow-release fertilizer 6- month formulation or equivalent.

**ANNUALS**

1. Annuals shall be switched out twice per year, between Oct. 1-Nov. 1 and April 15- May 15. County’s Landscape Consultant will provide a list to Manager with types and quantities of plants specified. All plant material will be 4” 1801’s minimum size. Fall planting usually will include tulip bulbs.

2. Bed preparation will include tilling of soil and adding organic matter each planting time. Superphosphate is to be added to soil when beds are prepared and annuals will be fertilized with Osmocote slow-release or equivalent after each planting. Liquid fertilizer will be needed during Summer months once per month. Winter pansies will need one or two liquid applications the entire season. Space plants evenly and mulch beds with pine bark mulch.

3. Maintenance of annuals will include deadheading when necessary, insect/disease control, mulching, watering, and fertilization.

4. Quantities for Fall installation will be (85) flats of 1801’s for the sum of the buildings. In Fall, please plant (450) tulip bulbs for the Courthouse Plaza area.

**PERENNIALS, GROUNDCOVERS, BULBS**

1. Perennials and groundcovers will be fertilized in early Spring with Osmocote slow-release fertilizer, or equivalent, at manufacturer’s recommended rates. Bulbs will be fertilized with Superphosphate in late Winter. Broadcast over area where bulbs are planted. Do not use Bonemeal as a substitute.
2. Cut back perennials except ornamental grasses in late Fall / early Winter if they become messy. Otherwise, cut back in early Spring / late Winter just before new growth occurs.

3. When bulbs are through blooming and foliage begins to turn, Manager is to lay bulb foliage over on its side and cover with mulch.

4. Manager is responsible for pruning any groundcover as needed to maintain and control shape and keep aesthetically pleasing.

**IRRIGATION**

1. Manager is responsible for overseeing the settings of the irrigation systems so that they are appropriately adjusted for each season. Manager is also responsible for staying abreast of any/all State, County, and/or Local water restriction declarations, and making necessary adjustments to irrigation schedules, up to and including terminating irrigation if necessary to remain compliant. Manager will be responsible for any and all fines incurred from any municipality for failure to adhere to water restriction declarations.

2. Manager shall identify any necessary system repairs which are a result of damages unrelated to the Manager’s typical maintenance service program. The County will authorize necessary repairs to be completed by the Manager after receipt of appropriate documentation regarding suggested repair costs. All agreed upon costs shall be invoiced outside of the basic monthly fee of the service contract. Manager shall be completely responsible for irrigation system repairs needed for damage done by Manager’s employees or agents. If such damage occurs, Manager is required to notify the Union County Public Works Department immediately to report damage and coordinate repairs.

3. Manager is responsible for winterizing irrigation systems as well as testing and adjusting systems in the spring.

**SNOW AND ICE REMOVAL**

The Manager will provide for the removal of all ice and snow in its entirety from the facilities, parking areas, driveways, arcade, sidewalks and entrances for the duration of the event. The Manager will use County approved material for this service.

The cost of the repair or replacement of any damaged materials as a result of using a material not approved by the County prior to installation will be the sole burden of the Manager, regardless of total cost.
**Exception:** Snow and Ice Removal is not required at the driveway and parking areas for Park Facilities.

- **LOCKSMITH**

  The Manager will perform locksmith duties, including electronic access control systems, re-keying, cutting keys, installing new and or replacement locksets. The Manager will provide all tools, equipment, supplies, keycards, etc. to perform all locksmith duties. The Manager will set up and follow security procedures for cutting and issuing keys and maintain a master key system for the facilities. The Manager will establish a written procedure for the performance of locksmith duties for approval by the County Representative. The Manager will provide for new locksets if any of its employees lose any keys issued to them, which could include new locksets for the entire building. The Manager will notify the County Security Coordinator immediately of any lost keys. The Manager will replace or install new locks on doors as needed by Building Tenants. Manager will issue new and/or replacement swipe cards for electronic locking systems.

  The Manager will be required to provide Locksmith services on a 24 hour response time and will include maintaining the keys system, changing locks and keys when people move, rekeying locks when keys are lost and accessing locks when a key is not available or broken.

- **APPEARANCE**

  The Manager’s responsibility for building services to maintain an aesthetic appearance to all buildings includes but is not limited to the roof area, any apparatus on the roof, roof parapets, exterior and interior walls, interior/exterior windows, interior/exterior glass doors, steel doors, automatic doors and loading dock equipment.

  Building services to maintain an aesthetic appearance is scheduled and/or non-routine work required to support the daily activities of the facilities occupants and patrons, including but not limited to:

  a) Minor alteration of existing facilities components, such as relocation or addition of electrical wall quad or duplex outlets as per request.

  b) Hanging, maintaining, updating and removal and/or installation of pictures, bulletin boards, plaques, chalkboards, signs and similar services at the facilities.

  c) Adjusting HVAC controls to meet the County temperature policy.

  d) Installation, adjustment and/or repair and replacement of all interior blinds.

  e) Repairing doors and windows as required.

  f) Raise flags at sunrise and lower flags at sunset each day, during the work week (5) days a week unless otherwise directed by the County Representative. Replace flags when edges become torn or frayed.

  g) Primary response to all fire and burglar alarms.
h) Clean/replace filters for ice machines annually.

i) Change out batteries for alarms and clocks in the facilities, reset clocks as needed.

j) Anchor Bolt Inspection – the Manager will provide the annual inspection of all anchor bolts and davits used for the exterior window washing. A copy of said inspection will be given to the County Representative.

k) All roofs will be inspected semi-annually and all gutters will be inspected/cleaned quarterly.

l) Opening the facilities – The Manager will be responsible for ensuring facilities are open at designated times. The facilities each workday at 7:00am and closing at 7:00 PM, unless otherwise noted. Hours may change according to department needs with limited notice. The Manager will be responsible for accommodating these changes at no extra cost to the County.

- **DAY PORTER**

The Manager will provide the staff and a box truck with a lift gate to move equipment and furniture on an as needed basis. The Porter Service will also be used to set up and clear away equipment and furniture for events and functions.

Porter Services personnel will be capable of lifting heavy and awkward loads, maintain a clean and tidy appearance and abstain from any offensive or disruptive behavior while on the County’s premises.

- **MAINTENANCE**

Maintenance will include but not be limited to the following services: fire protection, electrical systems, plumbing systems, security systems, generators, elevators, and HVAC maintenance.

All maintenance will be performed in conformance with Local, State and Federal codes and regulations and in accordance with equipment manufacturers’ recommendations or as specifically agreed to by Union County, based on the outcome of the Condition Appraisal to be performed by the Manager. The Manager will replace all defective equipment immediately upon discovery or notice from tenants or the County Representative.

The County’s objective for the maintenance services is to reduce the occurrence of asset failures within its buildings to as low a level as economically practicable and has set a target performance measure of less than 30 percent of all maintenance and repair work to be for repairs. This will be achieved with a robust preventative maintenance program ensuring the building assets function according to their performance requirements.

The Manager will complete all of the maintenance tasks and activities required to operate, inspect and maintain the installed plant and equipment in a fully functional state all times. The Manager will provide all the resources needed to develop and implement a Preventative Maintenance Plan as the prime schedule of “Maintenance” work.
- **FIRE PROTECTION**

Fire protection services will be provided without interruption throughout the facilities. In situations where work during normal working hours would be considered disruptive by the County, cause any environmental, service or utilities disruption, or pose any safety risk to occupants or patrons, the Manager will perform such maintenance outside of normal working hours at its cost. System testing is permitted during normal working hours, provided arrangements are made with the facility tenants at least 72 hours in advance. All maintenance work on fire protection equipment will be done by the Manager and in accordance with applicable codes.

Fire protection systems maintenance includes but is not limited to the following systems, equipment and components: fire extinguishers, wet and dry sprinkler fire protection system, halon fire protection system, fire alarm system, enunciator panels, wiring, switches, pull stations, fire and smoke detectors, fire dampers, panic bars for emergency egress, emergency backup generator and fuel tanks.

The Manager will comply with the County Fire and Safety Protection Plan and all applicable Local, State and Federal fire protection codes and regulations and will conduct fire emergency evacuation drills in accordance with these regulations and in cooperation with the respective Fire Department and the facilities occupants.

- **ELECTRICAL SYSTEMS**

Electrical service will be provided without interruption throughout the facilities. The Manager’s maintenance responsibility for electrical systems begins at the point where the electrical power supplier service responsibility ends and extends throughout all electrical systems. All maintenance work on electrical systems equipment will be done by the Manager and in accordance with applicable codes. In situations where work during normal working hours would be considered disruptive by the County, cause any environmental, service or utilities disruption, or pose any safety risk to occupants or patrons, the Manager will perform such maintenance outside of normal working hours at its cost.

Electrical system maintenance includes but is not limited to the following systems, equipment and components: service entrance, transformers, switch-gear, emergency power generator (the County will bear the cost of the fuel), UPS systems, distribution systems, panels, feeders, branch circuits, convenience outlets, lighting circuits and fixtures, motors and other electrically driven equipment components of the mechanical and plumbing systems of the facilities and any other electrical components considered permanently attached or affixed to the building. Note: UPS systems are located in the Courthouse, Jail, GEMS/911 Center and the Administration building.

- **PLUMBING SYSTEMS**

Plumbing services will provide water, sewer and natural gas service without interruption throughout the facilities. The Manager’s maintenance responsibility for plumbing systems begins at the point of entry to a building and its grounds, where the Manager’s responsibility ends/begins, then extends throughout all plumbing systems within the facilities.
Plumbing system maintenance includes but is not limited to the following systems, equipment and components: water service entrance, sewer service discharge, valves, exercising valves, faucets, circulating pumps, domestic hot water equipment, toilet fixtures, drinking fountains, floor drains, piping roof drains and leaders and other components of the plumbing systems of the facilities.

- **SECURITY SYSTEMS**
  Security systems related services will be maintained in a fully operable condition at all times. The Manager will provide staff with the appropriate level of qualifications, capability and experience needed to maintain all of the security systems equipment. The security systems include all of the access control and intruder detection systems, CCTV monitoring equipment and alarms.

- **GENERATORS**
  Generators will be available for use at any time in order to respond to power supply failures to enable the continuation of critical services by the County. The Manager’s responsibility for generator maintenance includes the generator, electrical panels and wiring, and the site around the generator.

- **ELEVATORS**
  Elevators will be maintained in an as new and safe operating condition at all times and must comply with all requirements and maintenance schedules/standards of the current American Standard and Safety Code for Elevators, ANSI-A17.1, and all other applicable laws, regulations, ordinances, codes, etc. The American National Standards Institute (ANSI) Code will be used as a guide to establish that the elevators are operating safely. Manager will ensure its maintenance program is in accordance with ANSI standards.

  The Manager will perform load tests when due and not wait for the Department of Labor inspector’s report to prompt and require the test. At the request of the County, Manager will accompany the County Representative and/or State Elevator Inspector at no additional cost to inspect the elevator(s) under contract. The Manager will be on-site to accompany the Department of Labor inspector during inspections. The Department of Labor will generally attempt to notify the Manager within forty-eight (48) hours of scheduled inspections. The Manager will be provided a copy of the inspector’s report. All work performed as a result of the findings and recommendations in the inspector’s report (either maintenance or repair) will be completely documented and submitted to the County and a performance report will be completed indicating, at a minimum, the time spent on the job, elevator(s) serviced or repaired, list of parts required, and actual work performed.

- **HVAC**
  Heating, ventilating and air conditioning services will be provided without interruption throughout all of the facilities. The Manager’s maintenance responsibility for HVAC systems extends throughout all mechanical systems within the facilities and at all times that heating, ventilating or air conditioning service is required. All maintenance work on HVAC equipment will be done by the Manager and in accordance with applicable codes.

  HVAC system maintenance includes but is not limited to the following systems, equipment and components: chillers, cooling towers, induction units, sumps, circulation pumps, primary chilled water expansion tanks, primary and secondary hot water expansion tanks, valves, water treatment equipment,
chilled water systems, air-handling units, dampers, valve boxes, ventilating systems; self-contained HVAC units, equipment serving computer centers, automatic temperature controls, pneumatic equipment, energy management systems, automatic controls systems, heat exchangers and heating systems.

- **911 COMMUNICATION TOWERS**
  Requested works at the towers are facilities services for the following:
  1. Lights
  2. HVAC filters
  3. Fire extinguisher inspection (monthly)
  4. Generator physical inspection
  5. Fence physical inspection

- **PREVENTIVE MAINTENANCE PLAN**
  Upon award of the contact, the Manager will commence operating, inspecting and maintaining the buildings’ plant, equipment and systems and within three calendar months provide the County with a fully documented Preventative Maintenance Plan that identifies all of the assets that require maintenance on at least an annual basis and includes all the inspection and maintenance tasks required to keep the plant, equipment and systems operating at the required availability, efficiency and effectiveness needed to meet or exceed the levels of service performance measures. The Preventative Maintenance Plan will be fully costed and include the skills, special tools and consumables needed for each task, the estimated time each task will take and the estimated cost of each task.

  The Manager shall use reliability centered maintenance techniques and other relevant maintenance management processes to continuously review the Preventative Maintenance Plan and provide recommendations to the County on more efficient or effective means of maintaining the plant, equipment and systems. This will include regular review of energy consumption and identifying opportunities for the optimization of energy use.

  The Manager will also identify items of critical plant and equipment. Critical plant and equipment is defined as any asset that when it fails affects the use of the facility by the occupants. Assets may not be critical at all times of the year. For example an air conditioning chiller plant is not critical during the winter months, but becomes critical when the external temperatures rise and the internal building temperature cannot be maintained below, say, 80 degrees. The Manager will need to consider the criticality of each asset when scheduling maintenance activities to ensure that the facilities are able to provide their required functions when needed by Union County.

  Some work has been done previously in developing preventative maintenance tasks and routines in Infor MP2. The Manager will be required to review this information, including the task codes and other standard fields and update the data where the current information is incorrect or can be enhanced to improve the reporting capability of the system.

  The Manager must as soon as possible after, and in any event within three months of the contract Award Date submit to the County the first draft of the Preventative Maintenance Plans for each facility:
1. Showing how the Manager plans to carry out maintenance services during the Service Period for the purposes of furthering the objective that the plant and equipment performs as required, and,

2. Improving the Preventative Maintenance Plans for the subsequent Contract years.

The County may review the Preventative Maintenance Plans submitted by the Manager, or any resubmitted plans, and within 14 days of submission by the Manager reject a plan if in its reasonable opinion the plan does not comply with the requirements of the Contract. Where a plan is rejected, the Manager must submit an amended plan within the time required by the County.

The County owes no duty to the Manager to review the plans submitted by the Manager for errors, omissions or compliance with the Contract. No comments on, reviews or rejection of the Preventative Maintenance Plans or any other direction by the County will relieve the Manager from or alter or affect the Manager’s liabilities or responsibilities whether under the Contract or otherwise.

**SPECIFIC MAINTENANCE PLANS**

The County may request the Manager to extract into stand-alone documents elements of the Preventative Maintenance Plans to demonstrate compliance or otherwise assist the County in meeting its statutory or accountability obligations. The Manager must therefore maintain an ability to extract selected items from the full set of plans based on specified building types and or service and subservice codes as defined in Infor MP2.

**STATUTORY AND LEGISLATIVE**

The Manager will ensure that the County’s statutory and legislative requirements and obligations for the installed plant and equipment have been included in the Preventative Maintenance Plans. The Manager will be required to maintain currency with the operations, inspection and maintenance requirements for the equipment and plant and ensure that documentation and reports are maintained to demonstrate compliance status has been achieved.

- **Manager**

**OTHER CONSIDERATIONS**

**SCHEDULED DOWNTIME**

The Manager must not schedule any downtime of the plant and equipment for the performance of maintenance services unless the Manager has obtained the County’s prior consent in writing. The Manager is required to inform the County of scheduled downtime on a monthly basis, allowing a reasonable period of time for Facilities Management staff to notify affected Union County staff to identify any objections to the timing of the downtime. The County will notify the Manager of any necessary adjustments to scheduled downtimes. Over the course of the Service Period the County will regularly inform the Manager of routine operations and events taking place within Union County that have the potential to be affected by plant and equipment downtime.
Manager \underline{Correction of Defects}

The Manager accepts primary responsibility for the correction of all Defects. The Manager will determine the best method for correcting the Defect and implement the corrective action. If the County discovers a Defect during the term of the Service Period the County will issue a direction to the Manager requiring the Manager to correct the Defect. The direction will contain a brief description of the Defect and the relevant plant and equipment, and state the response time applicable to correcting the Defect.

**UNSATISFACTORY PERFORMANCE**

The County may, in its absolute discretion, withhold or reduce the value of the monthly fee claimed by the Manager when the key service parameters have not been met. The key performance measures for the Maintenance Services include:

a) On time delivery of the maintenance tasks required during the month. The Manager is to 95 percent or better completion of all tasks planned within each month.

b) The number of defects and correction of defects is minimized to less than two (2) percent of all maintenance tasks completed during the month,

c) The equipment, systems and plant are available to the County’s functional requirements at least 98 percent of the time it is required to perform.

d) The number of the County’s tenants and visitors complaints is minimized as a result of the performance of the equipment, systems and plant. The target performance is 85 percent satisfaction rate.

e) The Preventative Maintenance Plan is fully developed and delivered to the satisfaction of the County within three months of the Manager commencing the delivery of the Facilities Management Services.

**CONTRACT ADMINISTRATION**

**PROJECT ADMINISTRATION**

The Manager will be required to provide all the resources needed to effectively and efficiently deliver all of the services. The County expects high level contract, maintenance, work order and project management skills will be provided by the Contactor.

The Manager’s Contract MANAGER will not be replaced or substituted by the Manager without the prior written approval of the County. The Manager will respond promptly to any formal notice from the County with regards to the unsatisfactory performance of the Contract MANAGER. If any issues with the performance of the Contract MANAGER cannot be mutually resolved the Manager will make arrangements for replacing the Contract MANAGER with an acceptable alternative.

**MONTHLY MEETINGS**

A monthly meeting will be held between the Manager and the County to discuss the work undertaken during the previous month, the work planned for the next month and any identified issues or
opportunities. The Manager will be responsible for preparing and circulating the meeting agenda and previous minutes for each meeting and must have the approval of the County prior to circulation of the minutes. Other less formal, ad hoc meetings will be held as required or generally on a two week basis for works forecasting and resolution of issues and challenges.

**Manager Contract Manager**

The duties of the Manager Contract Manager include, but are not limited to:

a. Coordination of Contract schedules and the Manager’s resource assignment based upon the County’s requirements and schedule constraints;

b. Management of the overall Contract by monitoring and reporting on the status of the Contract and actual versus projected progress, and by consulting with the County’s Representative when Contract Management Plan deviations occur and by documenting all such plan deviations in accordance with agreed upon change control procedures;

c. Provision of consultation and advice to the County on matters related to Contract implementation strategies, key decisions and approaches, and Contract operational concerns/issues and acting as a conduit to the Manager’s specialist resources that may be needed to supplement the Manager’s normal implementation staff;

d. Acting as the Manager’s point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;

e. Facilitation of review meetings and conferences between the County and the Manager’s executives when scheduled or requested by the County;

f. Communication among and between the County and the Manager’s implementation staff;

g. Promptly responding to the County’s Representative when consulted in writing or by email with respect to Contract Management Plan deviations and necessary documentation;

h. Identifying and providing the County with timely written notice of all issues that may threaten the Manager’s performance in the manner contemplated by the Contract (with “timely” meaning immediately after the Manager becomes aware of them);

i. Ensuring that adequate quality assurance procedures are in place through the Contract;

j. Meeting with other Managers working on County projects that relate to this effort as necessary to resolve problems and coordinate the work; and,
k. Ensuring the Manager provides Key Personnel who are dedicated to the Services exclusively and are not managing services for any other contracts Manager may have.

PERFORMANCE MEASUREMENT

The County may, in its absolute discretion, withhold or reduce the value of the monthly fee claimed by the Manager when the key service parameters have not been met. The key performance measures include:

a. On time provision of the reports and attendance at scheduled meetings. The Manager will achieve a 98 percent or better completion of all reports within the time specified or advised by the County.

b. The reports are accurate and contain a minimum of errors. The Manager will be required to maintain a 98 percent accuracy rate within each 12 month rolling period throughout the contract.

c. The Manager is required to deliver the Condition Appraisal Report on all of the County buildings within six months of of the Commencement Date of the Facilities Management Services contract.

MONITORING AND REPORTING

The Manager will be required to input and maintain phasing and progress information in Infor MP2 on a regular basis, and at least daily, so that the County can determine the current status of all projects by inspection of reports from Infor MP2.

The County will monitor progress of the services by analyzing the Manager’s status/performance reports, by a review of the data in Infor MP2, and by conducting site inspections in conjunction with or without the Manager.

The Manager will be required to assist the County in maintaining the asset register and equipment register for the facilities. In practical terms, the Manager will be expected to update the relevant data within Infor MP2.

The Manager is required to submit to the County a status report on a monthly basis detailing the following items:

1. Actual progress on all works in comparison with the proposed program.
2. A reason for any delays or inability to meet planned progress including the Manager’s proposed suggestions or actions to return to the planned level of progress.

3. Numerical and graphical representations of the rates of success in meeting agreed time-frames for breakdown/unforeseen maintenance. The Manager will be required to extract relevant reports from Infor MP2.

4. A list of all currently outstanding corrective and preventative maintenance actions that did not meet the scheduled timeframe, including reasons for delay.

5. Details of any problems such as customer complaints, access problems, etc., including contact names and numbers.

6. Details of any suggested or implemented improvements to procedures that will improve efficiency, or actions which will improve value for money for the County.

7. The impact of safety, health and environmental impact aspects of the services.

- **CONDITION APPRAISAL**

The Services Provider will complete a Condition Appraisal of all properties, facilities and assets within the Counties property portfolio. The Condition Appraisal process will be a visual inspection of the facilities to identify the assets, confirm or collect the asset attribute data needed to fully populate the Info MP2 system, condition rate all assets, identify all defects and repairs, identify assets at the end of their service life or due for refurbishment over the next ten years to restore their performance, function or aesthetic appeal. The results of the Condition Appraisal are to be incorporated in the Preventative Maintenance Plan.

The Manager will provide all of the resources required to complete the Condition Appraisal of all properties within six calendar months of Commencement Date of the Agreement.

The condition of the assets will be rated in accordance with the following table.

<table>
<thead>
<tr>
<th>Condition Rating</th>
<th>Condition Name</th>
<th>Description of the Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Very Good</td>
<td>All structural and surface indicators are in excellent condition</td>
</tr>
<tr>
<td>Condition Rating</td>
<td>Condition Name</td>
<td>Description of the Condition</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Good</td>
<td>All indicators are in good condition and limited signs of wear. Require only cyclic maintenance</td>
</tr>
<tr>
<td>3</td>
<td>Serviceable</td>
<td>Indicators are still in working condition, but appearance is poor</td>
</tr>
<tr>
<td>4</td>
<td>Poor</td>
<td>Some indicators in need of minor repair work to maintain the minimum acceptable performance. Appearance is worn and requires restorative work.</td>
</tr>
<tr>
<td>5</td>
<td>Unserviceable</td>
<td>Almost all indicators in need of major repair work to maintain the minimum acceptable performance. Appearance is worn and required major renovations.</td>
</tr>
</tbody>
</table>

**DATA AND INFORMATION COLLECTION**

The information collected by the Manager during the Condition Appraisal will include as a minimum the following data:

- a) Current condition of the asset and its components using the one to five rating scale;
- b) Age of the asset, where this information was missing in the asset register and updating of components that have been replaced since the previous assessment;
- c) Evaluation of the remaining life of assets and components;
- d) Defects, remedial maintenance tasks and timing of any works needed to restore the functionality and performance requirements;
- e) Identification of refurbishment works;
- f) Review of preventative maintenance programs and costs;
- g) Identification of assets that need to be replaced over the next ten years; and,
- h) Identification of assets that should be disposed or demolished.

**CORRECTIVE MAINTENANCE**

The County currently uses work orders to initiate, request and manage corrective maintenance work. This work is generally minor in nature, required to be responded to within a relatively short time. The Manager will be required to provide all the resources required to complete these works as detailed in a work order, including attending the site and completing the work within the Response Priority Timeframes.
Work orders may be instigated by one of the County’s Facilities Management staff or a nominated building tenant representative raising a work order through the Infor MP2 Weblink. The County Representative assigns a priority and task code and then sends the work order to the Manager’s Contract MANAGER.

Once the work has been completed, or shortly thereafter, the Manager will “Complete” the work order in Infor MP2 via the Weblink. Completion of the work order will include completing the details of who attended the site, the type of failure, what work was done and a cost breakdown of the repair by labor, equipment and materials. The County’s Facilities Management staff or a nominated building tenant representative will “close” the work order in Infor MP2 to validate the work.

• RESPONSE PRIORITY TIMEFRAMES

Response Priority Timeframes are assigned to all work orders. The response times applicable to repairs are detailed below:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Response Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency</td>
<td>Attend site within one hour. Make safe and/or complete an immediate repair to address the primary problem within four hours. Request a follow up work order where a permanent repair cannot be completed within the four hour timeline.</td>
</tr>
<tr>
<td>Urgent</td>
<td>Attend site within eight hours. Repair is to be completed within five work days.</td>
</tr>
<tr>
<td>Routine</td>
<td>Attend site within one week. Repair is to be completed within 30 days.</td>
</tr>
</tbody>
</table>

• PERFORMANCE MEASUREMENT

The County may, in its absolute discretion, withhold or reduce the value of the monthly fee claimed by the Manager when the key service parameters have not been met. The key performance measures for the Repair Services include:

a) On time delivery of the repair tasks completed during the month. The Manager is to 95 percent or better completion of all tasks within the time frame requirements specified on each work order during each month.

b) The number of defects and correction of defects is minimized to less than two (2) percent of all repair tasks completed during the month,
c) The number of the County’s tenants and visitors complaints is minimized as a result of the performance of the equipment, systems and plant. The target performance is 85 percent satisfaction rate and less than four (4) tenant or visitor complaints about the appearance or function of the facilities and assets.

- **REFURBISHMENT AND REPLACEMENT PROJECTS**

**GENERAL**

Refurbishment and Replacement services are project works that are required to restore or renew assets at the end of their useful life. While Maintenance services are expected to be identified through the condition appraisal services, the County, the Manager and occupants of the facilities can identify Refurbishment and Replacement works items at any time. These may include works required to improve the functionality or level of amenity of a facility, refurbishment of outdated facilities and equipment, replacement of obsolete assets, or replacement of assets at the end of their service life and in order to maintain compliance due to changes in legislation or regulation.

The individual works packages will be prioritized by the County and scheduled into a 10 year program of works (Refurbishment and Replacement Projects Plan). The Manager will be required to assist the County with developing cost estimates for the projects, options development and assessment, and construction optimizations. The Manager will be required to provide the County with professional advice on the best cost and construction option for each project, including innovation and best industry practice. The Manager will organize the works into a ten year planned works program using risk and business impacts as prioritization metrics. How this will work will be developed between the County and the Manager during the first year of the Contract.

The Manager will be required to develop and propose an annual works program for all renewals and refurbishment which is to be based on the priorities and deadlines provided by the County. For information and planning purposes the Manager will be provided with a list of approved Refurbishment and Replacement works requirements, usually prior to the start of a financial year, and will be required to develop a program for planned works which displays the start and completion dates for preparation of documentation, bidding, physical construction and invoicing. These details are required to enable preparation of budget plans and to enable liaison to occur which minimizes customer disruption during the execution of the works.

The program is to be updated on a monthly basis to show actual progress against planned progress and is to be submitted with the Manager’s monthly report. While adequate planning should minimize changes to the program, the Manager may be required to amend the program if directed by the County to reflect changes in customer requirements, funding allocations, etc. These changes will be minimized and avoided where possible.

**COST ESTIMATES**
The Manager is required to develop preliminary cost estimates for all proposed Refurbishment and Replacement projects. A project is defined as discrete work package of a non-urgent nature that exceeds $10,000 in value.

Estimates will normally be required within five working days, although more time will be allowed for more complex tasks such as those requiring design, or those identified in the condition appraisal. Estimates for more complex tasks are to be provided in the timeframe agreed by the County.

A project brief will generally be provided to the County; however, the scope will be more conceptual than prescriptive. The Manager is required to work with the parties identified by the County to develop the scope into a scope/specification sufficient to elicit accurate and competitive bid responses.

**PROJECT FINALIZATION**

At the completion of all projects undertaken as Refurbishment and Replacement the Manager is to submit a complete set of project documentation in the format specified by the County. The documentation is required to enable the County to respond appropriately to any matters that arise in relation to the project in the future.

At the completion of all projects undertaken as Refurbishment and Replacement services, the Manager must ensure all physical and electronic records, including as built drawings, operations and maintenance manuals, maintenance plans and asset attribute and performance data are updated and/or created to accurately reflect the works undertaken and to ensure appropriate maintenance specifications for the new/renewed assets are incorporated into the Preventive Maintenance Plan.
Exhibit D  Owens Realty Services – Standards of Service

Building Management Services

Owens Realty Services proposes Bryan Myers as the Property Manager for the Union County, NC Department of Public Works & Facilities Division’s Properties. Mr. Myers will be a full time, dedicated Property Manager for the County and will be on call 24/7/365, via mobile telephone.

The assigned Property Manager will be the main contact for the Union County Representative and will be responsible for the following:

- Cost effective operation of the facilities resulting in lowest cost to the County while maintaining customer and tenant satisfaction.
- Supervision of all activities of the on-site staff;
- Monitoring of all contracted services provided on the premises;
- Responsible for all repair and maintenance activities ensuring that they are performed in the best interests of the State, County and the facilities.

The County Representative and tenant representatives from the property are welcome to meet with the Property Manager at any time. The Property Managers is available 24/7/365 to respond to building needs and will be responsible for all facility-related activities.

Owens Realty Services 1-800 Emergency Call Center

The company maintains a twenty-four-hour 1-800# Call Center which calls Property Managers and designated staff immediately when emergency or routine calls come in.

Energy Conservation & Maintenance

Energy conservation programs will be updated yearly based upon a review of current and new energy saving methods. The “Energy Conservation Plan” for the properties will be reviewed and revised along
with budgets based upon cost/savings analysis. The most effective strategies for conserving energy are through common maintenance and service procedures.

The following are examples how areas in which our teams express diligence in maintenance and awareness of energy conservation:

- **Water conservation** – diligent monitoring activities of potential and actual leakage. Installation of waterless urinals at one of our properties saved over 700,000 gallons of water during the first year of installation. Water conservation preserves the natural resource as well as results in a decrease of fuel costs in the case of hot water leakage.

- **Replacement program for conventional incandescent light bulbs with low-wattage fluorescent light bulbs** – energy cost savings. Fluorescent bulbs and ballasts use about one fourth the wattage and life expectancy is up to three times greater. Diligent monitoring of annual energy usage for renegotiation of utility rates.

- **Regular, on-going program to change HVAC filters and diligent routine maintenance improves airflow and air quality resulting in energy consumption savings.**

- **Routine cleaning and oiling of machinery can maximize operating efficiency, equipment life and reduce fuel consumption.**

- **Installation of heat plate exchangers.**

- **Frequent plant inspections and routine maintenance is the key to preventing energy waste.**

- **In certain instances a building/energy management system can produce energy**

- **Savings of 20% to 30%. These savings can be realized by the use of night setbacks, optimal start/stop of high consumption equipment and demand shedding.**

**Capital & Tenant Improvements**

Owens Realty Services shall provide for the planning and supervision of all capital and tenant improvements, including construction management for the property. The Property Manager is experienced and competent in areas of Construction Project Management for tenant improvements and building renovations. The Property Manager will be responsible for the coordination of all contractors and vendors on site and as such will inform the building occupants of all activities to be performed on site that may impact the performance of their job functions and tasks and will arrange for work to be
performed at a time that is least disruptive to the building occupants. The Property Manager will communicate to the building occupants, via newsletter, postings, and/or e-mail. It will be the responsibility of the Property Manager to assure a safe working environment for the building occupants at all times, and particularly during any construction, and/or capital improvement.

**Building Maintenance Services**

Mobile Maintenance Staff

For Union County, we will establish a Mobile Maintenance staff of licensed and general trades persons equipped in company vans who will provide the maintenance and repair of the buildings. The staffing plan is contained in Exhibit E. The technicians will perform select preventative maintenance activities, inspect facilities daily, and will respond and complete routine on-call maintenance. The Mobile Maintenance technicians are available for emergency response, as well as for the performance of general maintenance activities.

**Work Orders, Preventative Maintenance & Repairs**

Owens Realty Services will utilize the County’s MP2 Work Order system to support the initiation, request and management of work order requests. The basic and general repair program to be established for the properties will be based upon a solid preventive maintenance program.

The maintenance program for all plant equipment, fixtures, decorations, and structures will be based on architectural and engineering specifications, manufacturer and warranty specifications, property management experience and Standard Industry Practice. Owens Realty Services will utilize its own mobile maintenance team for basic and general repairs. In the event that a subcontractor is required, we will ensure that all subcontracted service vendors will be licensed, bonded and insured as well as having prompt 24-hour and emergency service.

**In the event of repair work orders that exceed $2,500.00, Owens Realty Services understands that we may commence work only after receiving prior approval from the County Representative.** Once approved, a bid will be solicited from two approved contractors. All contractors will be licensed, bonded and insured.
For projects defined as a discrete work package of a non-urgent nature that exceeds $10,000 in value, Owens Realty Services shall develop preliminary cost estimates within 5 working days, although more time may be allowed in consideration for more complex tasks that require design, or those identified in the condition appraisal, and as agreed upon by the County. Once approved, a bid will be solicited from two approved contractors. All contractors will be licensed, bonded and insured. At project completion we will submit a complete set of project documentation in the format specified by the County. Owens Realty Services shall ensure that all physical and electronic records, including as-built drawings, operations and maintenance manuals, maintenance plans and asset attribute and performance dates are updated and/or created to accurately reflect the works undertaken and to ensure appropriate maintenance specifications for the new/renewed assets are incorporated into the Preventive Maintenance Plan.

In the case of Emergency Repairs we understand that we may commence work without prior approval after notifying the County Representative of the greater than $2,500.00 estimated cost, but may not expend greater than $2,500.00 of costs on the work until approval to proceed with completing the work has been provided by the County Representative.

Owens Realty Services will supervise all ordinary and extraordinary repairs, decoration and alterations, capital improvements, remodeling and occupant improvements, all subject to the terms of this agreement. The company shall ensure that all work orders are completed as per the stated “Response Priority Timeframes” as stated in Exhibit B and will update MP2 in order to effectively close out the work order to validate the work.

Owens Realty Services understands the Performance Measurement standards as listed in Exhibit B and will adhere to these standards. All time frames will be documented in MP2 and will become the basis of our monthly report and evaluation by the County.

**Tenant Relations & Service Requests**

Owens Realty Services shall provide for proactive and successful tenant relations. The Property Manager will solicit feedback from the tenants and the County Representative for the properties. All findings will be summarized and presented and suggestions will be considered that are determined to improve building operations and are in the best interest of the County and the facilities.
The Property Manager and his team will be responsible for the coordination of all contractors and vendors on site and will inform the building occupants of all activities to be performed on site that may impact the performance of their job functions and tasks.

The Property Manager will arrange for work to be performed at a time that is least disruptive to the building occupants and will communicate to the building occupants, via newsletter, postings, and/or e-mail.

**Service Requests are a high priority for the Property Manager.** Procedures for Service Requests will be established by the Property Manager and the County Representative for the property trained personnel and will prioritize and direct service requests to the appropriate personnel which will minimize the response time.

The Property Manager will live within 30 miles of the Properties and will be required to respond to all emergency maintenance calls personally.

**Security Clearance**

Owens Realty Services will adhere to all County security clearance procedures for on-site employees and sub-contracted vendor services.

**Risk Management & Safety Plans**

Safety is a critical concern at Owens Realty Services. We have extensive training for our employees that is directed toward their safety and the safety of building tenants and guests. We will train our employees to recognize safety hazards and bring them to their supervisor’s attention so they can be addressed immediately.

The company’s corporate Safety MANAGER issues a bi-weekly “Tool Box Talks” training module that each Property Manager will review with our on-site staff.
The “Tool Box Talks” cover a variety of topics as outlined above, and provides a means for our company to stress the importance of Safety in our work environments. This has been an effective tool and also provides for a time for the staff to come together and discuss the safety training in an open forum. Employees will be encouraged to provide other insight regarding the safety training issue.

**Condition Appraisal/Quality Control**

The Property Manager will monitor the quality of site services by visual inspections, analyzing contractor response times, and reviewing service records, analyzing accuracy of billings, interviewing contractor service personnel, and soliciting feedback from the County Representative. Results of the visual inspections will be documented in written form. The Property Manager will meet with sub-contractors on a regular basis to discuss deficiencies and to develop action plans for improvement to the quality of services.

In addition a Customer Service Questionnaire will be distributed to the building occupants to solicit feedback on our performance. The results will be evaluated and a course of action will be developed to improve in any category with a below average score.

The Executive Vice President for Facility Services will visit the facilities on a regular basis to review building status and conduct a Quality Control analysis. Following the inspection, the Executive Vice President will make recommendations to the Property Manager.

Owens Realty Services shall diligently monitor the work of sub-contracted services to ensure quality of services. The proper supervision of sub-contracted services will assure the County that the service is being performed.

By maintaining proper records of routine and preventive maintenance activities, the County will benefit from manufacturer’s support of warranty items. Very often, if these activities are not tracked, manufacturers will not cover warranty items. With the proper diligence, supervision and communication, the County will be assured that the physical plant is being maintained in an effective and cost-efficient manner and that the asset will be protected far into the future.
The Executive Vice President will also perform monthly inspections of mechanical and structural maintenance and repairs, including window replacement/cleaning, heating and cooling analysis, and interior maintenance, emergency needs, etc. This will ensure accountability and quality control.

Daily inspections will also be performed to record operating conditions of mechanical equipment and to visually note any unusual operating conditions that may be apparent. These visual inspections often result in identifying issues BEFORE they become critical. Pumps, fans and variable speed drives will be examined to verify that flows and static pressures are maintained as expected. Spot temperature and CO2 levels will be reviewed to verify that comfort levels and adequate outdoor air is being provided. Air handlers will be examined to verify outside air and return air dampers are positioned correctly. Runtimes and temperatures will also be analyzed.

During the building reviews, the team looks to optimize building performance which results in energy cost savings. This includes a thorough review of current equipment and operations. Utility bills and demand logs are analyzed to understand the energy usage in the buildings. Energy management trend logs are reviewed and analyzed to identify operating trends and anomalies that may result in energy inefficiency. The staff is trained to identify problems and to understand operating habits of occupants and staff. As a result of the investigation, the team provides recommendations for operating the facility in an energy efficient manner. Ongoing inspections will become the basis for long-term recommendations for improvement that will be presented to the County Administrator for a specific action.

Services performed by Owens Realty Services and sub-contractors will be summarized and reported on a monthly basis in a format approved by the County. Owens Realty Services shall not enter into any contract for cleaning, maintaining, repairing or servicing the properties or any of the constituent parts of the properties without the prior written consent of the County. As a condition to obtaining such consent, Owens Realty Services shall supply the County Representative with a copy of the proposed contract and shall state to the County the relationship, if any, between our company, or the person or persons in control of the contractor, and the party proposed to supply such services.

All contractors shall be licensed, bonded and insured. All Union County/State of North Carolina Contract Compliance Requirements, Ordinances and Regulations will be adhered to for service work involving janitorial, rubbish removal, recycling, HVAC, plumbing, on site security, parking allocation and control, electrical, snow and ice removal, landscaping, pest control, sidewalk cleaning, and litter control.

**Contract Management/Service Contracts**
Owens Realty Services will address most of the maintenance with its own staff, however, service contracts will be competitively bid for specialized services, such as Elevators, Pest Control, some HVAC maintenance, and Janitorial. Immediately upon contract award, the Owens Realty Services transition team will review all the building plans and specifications for the facilities. This comprehensive review will include the fine tuning of specifications for contracted services (in accordance with State/County regulations), per manufacturer’s standards, and the subsequent bidding of services.

Owens Realty Services will bid out contracted services on a competitive basis and will solicit a minimum of two bids in order to select the most qualified vendor at a competitive price.

Owens Realty Services will also conduct Quality Assurance Inspections of our sub-contractors as part of our Quality Control process.

**Inventory Management**

The Property Manager will utilize agreed upon policies and procedures with respect to the inventory of furniture, fixtures and equipment. Owens Realty Services currently utilizes software for Inventory Management and would gladly share this resource if requested.

With respect to the inventory of maintenance supplies, Owens Realty Services believes in a “just in time” method. This inventory policy enables the Property Manager to achieve an optimum balance between serving the occupants’ needs, and reducing inventory carrying costs (e.g., interest, storage, and handling). Items shall be reordered when inventory reaches the defined minimum level, which should account for delivery time, order quantity, and the estimated rate of use. In addition, the minimum level of supplies should be high enough to avoid having to purchase emergency inventory items at more expensive convenience stores. Since excessive purchasing increases carrying costs and distorts cash flow, supplies and parts should not be overstocked unless quantity discounts or scarcity is a factor. Acceptable levels of inventory and order quantities should be determined by analyzing the various costs of purchasing and stocking inventory (i.e., acquisition and carrying costs). As the acquisition and storage costs increase along with the inventory, so does the importance of determining the minimum acceptable levels and economic order quantity (EOQ).

**Regulatory & Compliance**
Owens Realty Services will comply with all Federal, State, and municipal laws, ordinances, rules and regulations, and orders relative to property environmental and health safety matters. Owens Realty Services is familiar and knowledgeable of all NFPA, OSHA, building codes, environmental, fire safety requirements and will evaluate the facilities as required.

Owens Realty Services shall maintain in an organized manner, all employee records and certification in their personnel file. The Property Manager shall provide the County Representative with copies of certifications, where appropriate for staff members in a timely manner.

Building code, fire and public safety inspections and code compliance will be handled during our routine inspections. Emergency Procedures Guidelines will be complied and published, as appropriate for the property.

Owens Realty Services will discuss the building code, fire and public safety plan with the County Representative for the property and will provide copies of the plan for posting in the buildings as well as a copy for Plants & Maintenance.

The building code, fire, and safety plans will be submitted for final approval to the County Representative. The Property Manager will work with the local emergency departments, and will arrange for drills, as required by local, state and federal laws.

**Implementation of Risk Management and Safety Plans OSHA/EMR**

Owens Realty Services shall abide by all State and County laws regarding safety and OSHA/EMR training. We shall provide information and training to advise employees and building tenants of potentially hazardous substances known to be in the work place. SDS (Safety Data Sheets) for all chemicals are assembled and maintained on-site. A listing of all chemicals used on site will be furnished to the County Administrator for approval. Owens Realty Services conforms to all OSHA requirements for Safety on our properties under management, such as conducting routine inspections, performing fire evacuation and lock-down drills, and maintaining equipment in accordance with OSHA standards to ensure the sage and continuous operation of the building(s).

OSHA training will include:
- Affected Person Lock Out/Tag Out
- Blood Borne Pathogens
- Confined Space Entry
- Use of Personal Protective Equipment
- Body Mechanics
- Hazardous Communication
Exhibit E  

Owens Realty Services – Staffing Plan

The Property Manager, Bryan Myers, will provide the management of the account and will be the direct report for the dedicated Project Team which includes:

**Dedicated Project Team:**

Bryan Myers, Proposed Property Manager

(1) TBH, Licensed HVAC Technician

(1) TBH, Licensed Electrician

(1) TBH, Locksmith

(1) TBH, Painter

(1) TBH, General Maintenance Technician

The Property Manager will report to the company’s Executive Vice President of Facility Operations.

The Owens Realty Services Project Team for Union County will be supported on an on-going basis by the Owens Realty Services Executive Team and corporate specialists who include:

**Management Team:**

Robert D. Owens, President

Michael Charland, Chief Operating Officer

Randall Ziegler, Executive Vice President

Suzanne O. Black, Executive Vice President of Facility Operations

Richard Parillo, REH, CHESP

Doris Wasson, LCAM, CFM, LEED AP O+M – Regional Property Manager

Dhiraj Khosla, Chief Financial Officer
Exhibit F  Owens Realty Services – Technical Approach

Owens Realty Services’ approach is an Asset Management approach based upon a solid preventative maintenance program. A preventative maintenance program will be developed for each system based upon manufacturer’s specifications. The adherence to manufacturer’s specifications, and the documentation thereof, will also ensure that equipment warranties will be upheld.

The preventative maintenance programs and tasks will be entered into the Computerized Maintenance Management System (CMMS) and the system will generate work orders for each preventative maintenance task. These tasks will then be delegated to a maintenance worker or sub-contractor and will be documented in the system. We propose to utilize the on-site dedicated staff to assess work orders in order to complete the tasks with in-house staff, in order to save money for the County.

Basic & General Repair

The Property Manager will continuously monitor and refine the basic and general repair program for the buildings which is based upon a solid preventive maintenance program. The most effective way of preserving operating efficiency is to maintain plant equipment right from the beginning. The maintenance program for all plant equipment, fixtures, decorations, and structures is based on architectural and engineering specifications, manufacturer and warranty specifications and property management experience. The maintenance of all equipment is tracked on the CMMS.

The Property Manager will supervise all ordinary and extraordinary repairs, decoration and alterations, capital improvements, remodeling and occupant improvements, all subject to the terms of this agreement. In case of an emergency, the contractor may make expenditures for repairs without prior written approval of the County Administrator if such repair is necessary to prevent damage or injury. The County Administrator will be informed of any such expenditure before the end of the next business day.

Certain services are bid based on competitive hourly rates and do not require regular maintenance, but do require on-call service. Certain services contracted in this manner might include major electrical and plumbing repairs, locksmith services, light carpentry and glass replacement. These service contractors will be required to be licensed, bonded and insured as well as having prompt 24-hour and emergency service. Certain aspects of some maintenance may be conducted by the building maintenance staff rather than by exclusive service contracts (i.e. HVAC filter replacement, calibration, minor plumbing, electrical and light bulb replacement.) Any and all services will be evaluated by a cost/benefit approach.
All contracts for commodities and services, repairs to and alteration or renovation of real property exceeding an agreed upon amount will be presented to the Contract Administrator for approval. Once approved, a bid will be solicited from two approved contractors. All contractors will be licensed, bonded and insured.

**Emergency Services**

Owens Realty Services has account and property managers and service personnel on call twenty-four hours a day. Property Managers must live within 30 miles of the property that they manage and are required to respond to all emergency maintenance calls personally.

Our staff of craftsmen, operatives and laborers available 24 hours a day to respond to any emergency maintenance calls. Our mobile trades staff drives fully stocked vans and are licensed to troubleshoot any electrical or HVAC problem.

Our 800 Call Center is manned 24 hours per day and quickly notifies and dispatches the appropriate personnel to the facility. The property manager and technicians are required to return emergency telephone calls within 5 minutes.

Owens Realty Services will develop a comprehensive preventative and predictive maintenance program based upon manufacturer’s specifications for all mechanical equipment. The details of the work tasks required will be input into the CMMS system so that work orders are generated when work is scheduled to be completed, for example, weekly, monthly, quarterly, semi-annual and annual tasks. Mechanical equipment will be inspected for proper operation and tasks may be modified to include increased Preventative Maintenance tasks on critical building assets or where equipment and environmental factors may necessitate increased frequencies.

Owens Realty Services will utilize the existing MP2 Work Order System. A CMMS is critical to the effective management of most facilities and is an integral part of our Management Plan for each facility that we manage, whether required by contract or not. Through the proper use of the CMMS, our Managers and Supervisors have the ability to monitor preventive and routine maintenance, issue work orders, review planned work, work completed and work underway. The system also monitors and issues
work orders for preventive maintenance for all mechanical equipment. Union County staff will be able to access the system and at the end of the contract the County will have ownership of all data collected.

**Benefits of Maintaining a CMMS:**

- Standardization of all property management reporting.
- Implementation of a single source tracking method.
- Maximize efficiency of all personnel.
- Maintain immediate access and control of all pertinent property data.
- Ability to track the performance of management sub-contractors.
- Ability to track purchase order history.
- Ability to track response to tenant service requests.
- Ability to track work order history.
- Ability to track plant expenditures and maintain cost history.
- Ability to track performance of structural and mechanical components.
- Ability to plan preventive maintenance work into the future.
- Ability to maintain preventive maintenance history.
- Ability to track product and equipment warranties.
- Ability to track security and access at the facilities.
- Ability to track state inventory at the managed facilities.
- Ability to track tenants and departmental contacts at the facility.
- Ability to track employees and staffing requirements at the facility.
- Ability to customize reporting and statistical data.
- Ability to plan facility use and maintain master event calendar.

The Property Manager and his team will be responsible for the coordination of all contractors and vendors on site and will inform the building occupants of all activities to be performed on site that may impact the
performance of their job functions and tasks. The Property Manager will arrange for work to be performed at a time that is least disruptive to the building occupants and will communicate to the building occupants, via newsletter, postings, and/or e-mail.

**Monthly Reports**

Owens Realty Services shall prepare and submit to the County Administrator, at a minimum, a monthly report covering the following items by an agreed upon date. Each such report shall cover the period beginning the first day of the immediately preceding calendar month and ending on the last day of such calendar month.

1. Management Narrative Report for the Month
2. # of Work Orders Generated
3. # of Work Orders Completed
4. Response Time Comparison
5. Actual Cost to Budget Variance Analysis
6. Income/Expense Report
7. Itemized Owens Realty Services Invoice Requesting Payment
8. Tool Inventory

The financial reporting system will be designed to meet the requirements of Union County. Owens Realty Services utilizes property management software that is easily adaptable to a client’s chart of accounts, reporting requirements and accounting methods.

Owens Realty Services will perform the condition appraisal analysis using internal corporate resources the on-site team, and our subcontractors assigned to this account. Given the square footage, and the time frame allowed for this project, we are confident that it can be accomplished. The six-month time frame will allow us to adequately assess mechanical equipment operability during varying weather conditions associated with the winter and spring months. A report will be furnished to the County that outlines current condition and short and long-term repair and/or replacement needs.
Upon finalization of the Property Condition Appraisal Report, the Owens Realty Services team will work with the County to develop priority projects that need to be addressed. A plan will be developed with the County involvement to address immediate needs and a long-term Capital Project Plan. This is a process that we will work together with the County to bid out projects to determine cost estimates and work within County monetary resources.
Exhibit G  Owens Realty Services – Transition Approach

O.R&L recognizes that the transitioning of a new account will take extra resources. The company has corporate resources listed below to assist the assigned Property Manager during the transition phase. The Property Manager and the client will benefit from the knowledge that our corporate resources can bring to each project. The Property Manager will report to the Executive Vice President of Facility Operations.

The Transition Team will include:

Robert D. Owens, President/CEO
Michael Charland, Chief Operating Officer
Randall K. Ziegler, Executive Vice President
Suzanne O. Black, Executive Vice President
Richard Parillo, REH, CHESP
Doris Wasson, LCAM, CFM, LEED AP O+M – Regional Property Manager
Dhiraj Khosla, Chief Financial Officer
Constance Cahill, Vice President, HR, Payroll & Safety
Joseph Cushman, Safety MANAGER

This team will provide technical resources for the Property Manager and his team throughout the term of the contract, and shall serve as the “Transition Team” of Property Management experts during the start-up of this account. Owens Realty Services understands that continuity of service and a seamless transition are integral to a successful partnership.

This team approach guarantees our clients that the project team receives the support and resources of the entire Owens Realty Services management team, and, in the absence of the Property Manager during vacation or sick time there are other resources within the company that are familiar with a given client and portfolio.

The Transition Team will work with the Property Manager and the project team to review and modify Building Operational Plans, review and assist in the development of bid documents for building related
services, evaluate building performance, and will work with the Property Manager and the County Administrator to develop a Five-Year Capital Plan and an Operating Budget that supports the Plan. In developing the budget with Union County, Owens Realty Services will use our experience with municipal facilities of similar size and use, the client’s historical experience, and we will research other similar properties in our portfolio to develop a realistic budget for submittal to the County Administrator.

Upon contract award, the Owens Realty Services team shall meet with the County Administrator to introduce ourselves, discuss their needs and concerns, and to begin a relationship built upon trust and confidence. We will review and finalize the Transition Plan for the properties. One of the team’s highest priorities will be to perform a Facility Condition Assessment. This Assessment will be provided to the County Administrator and will become the basis for all future minor and major repairs at the properties. Discussion will ensue between the County Administrator and the Owens Realty Services team to prioritize projects based upon availability of funds.

As part of the Transition Process Owens Realty Services shall:

- Complete a Facility Conditions Assessment (First 5 months after contract start date);
- Review existing building related services and service contracts, develop bid packages for such services, which bid packages shall incorporate all specifications provided or approved by Union County;
- Review energy consumption logs/invoices;
- Review the existing Building Operations Plans, make recommendations to Union County regarding potential changes as necessary concerning Building Security and Evacuation Plans, Energy Conservation Plans, Preventative Maintenance Plans, Building Rules and Regulations;
- Provide Five-Year Capital Plans and Budgets, and,
- Implement CMMS system.

Our approach is a team approach. We start with the Transition Team and the on-site Team and we involve the owner and tenants. Together we will develop a program that is successful in providing a positive, healthy environment for building tenants, while providing a cost effective and high performing facility.

A Transition Timeline is included in Exhibit H. The Timeline allows for a 6-week transition period, but realistically, a transition can be accomplished in a shorter time frame. However, we believe that the most seamless transitions are the ones that have efficient time for planning and documentation. We promise to provide a seamless transition by providing the resources necessary to make this possible.
AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Tax Administration

TITLE
August 2015 NCVTS Motor Vehicle Tax Refund Report

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS
Vann Harrell 704-283-3591

ACTION REQUESTED: Approve the August 2015 NCVTS Motor Vehicle Tax Refund Report

BACKGROUND
Background: The refunds included in this report represent adjustments made to tax bills that resulted in refunds of motor vehicle taxes paid under the Tax and Tag Together program operated jointly between the counties and the State

FINANCIAL IMPACT
Financial Impact: $9,412.57

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001 Tax ($1.47) $0.00 ($1.47)
999 Tax ($2.94) $0.00 ($2.94)
Refund $4.41

Refund Generated due to proration on Bill #0007095331-2014-2000-00
Vehicle Sold 08/20/2015 8/21/2015 8:13:07 AM
001 Tax ($8.60) $0.00 ($8.60)
999 Tax ($16.20) $0.00 ($16.20)
Refund $24.80

Refund Generated due to proration on Bill #0007030046-2014-2000-00
Vehicle Sold 08/20/2015 8/21/2015 8:13:07 AM
001 Tax ($1.58) $0.00 ($1.58)
999 Tax ($3.16) $0.00 ($3.16)
Refund $4.74

North Carolina Vehicle Tax System

Report Date 9/10/2015 10:34:23 AM
NCVTS Pending Refund report

Page 13 of 219

Page 113 of 219
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**Note:** The table above contains information regarding pending vehicle tax refunds in North Carolina, including names, addresses, vin numbers, and refund amounts. Dates and times indicate when the refunds were generated due to proration on bills.
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| Pending Refund report |

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| CHIEN, TROY | 3011 WHEAT FIELD DR | WAXHAW, NC 28175 | Province | 0202111140 | MPQ4248 | AUTHORIZED | 67856356 | Refund Generated due to proration on Bill #00237719491-2015-0000-00 | Vehicle Sold | 08/20/2015 | 8/24/2015 8:07:10 AM |
| PAKTON, TERRI | 3023 STALLINGS RD | MATTHEWS, NC 28104 | Province | 0201901624 | NZN8659 | AUTHORIZED | 68074920 | Refund Generated due to proration on Bill #00203895028-2014-0000-00 | Vehicle Sold | 08/25/2015 | 8/26/2015 9:12:39 AM |
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| REESE, JOHN | 3104 MEADOW LN | MONROE, NC 28112 | Province | 0202039605 | CPZ390 | AUTHORIZED | 33788994 | Refund Generated due to proration on Bill #0020395028-2014-0000-00 | Vehicle Sold | 08/24/2015 | 8/25/2015 8:04:39 AM |
| RENO, LISA | 2208 HIGHLAND FOREST DR | WAXHAW, NC 28175 | Province | 0202031926 | CJS5906 | AUTHORIZED | 67914969 | Refund Generated due to proration on Bill #0023895028-2014-0000-00 | Vehicle Sold | 08/26/2015 | 8/27/2015 9:37:27 AM |
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| RUITER, CHARLES | 2022 KNIGHTTREE DR | INDIAN TRAIL, NC 28079 | Province | 0202395626 | DCX6313 | AUTHORIZED | 68302026 | Refund Generated due to proration on Bill #00237719491-2015-0000-00 | Vehicle Sold | 08/08/2015 | 8/10/2015 10:09:39 AM |
| SAMUTOLSKI, SYRRA | 4404 PAUL ROSE LN | WEDINGTON, NC 28114 | Province | 0202418999 | DCX6284 | AUTHORIZED | 88630824 | Refund Generated due to proration on Bill #0023895028-2014-0000-00 | Vehicle Sold | 08/10/2015 | 8/11/2015 10:54:02 AM |
| SCHULZ, JAMES | 1104 LONGMEADOW LN | MONROE, NC 28110 | Adjustment | 0202758640 | CP99355 | PENDING | 66978332 | Refund Generated due to proration on Bill #00239089595-2014-0000-00 | Over Assessment | 08/13/2015 | |
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Refund Total: $94,125.77
AGENDA ITEM REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Tax Administration

TITLE

September 2015/2016 Abatement Report for Real Property, Personal Property and Motor Vehicles

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS

John C. Petoskey 704-283-3748

ACTION REQUESTED:

Approve the September 2015/2016 Abatement Report for Real Property, Personal Property and Motor Vehicles

BACKGROUND

Background: This is the September 2015/2016 Abatement Report for Real Property, Personal Property and Motor Vehicles

FINANCIAL IMPACT

Financial Impact: Total taxes and fees abated $140,746.21

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Real & Personal Property Abated Wesley Chapel Volunteer Fire Taxes within The Town of Weddington $228,737.40

10/2/2015
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****PTC Appeal Refund was approved on 09/15/2014
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AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Central Administration

TITLE
Centralina Council of Governments Mobility Management and Volunteer Transportation Project Grant Application Request for Endorsement

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT
Centralina Council of Governments Cynthia A. Coto, County Manager

TELEPHONE NUMBERS
704-372-2416 704-283-3636

ACTION REQUESTED:
Adopt Resolution of support for Centralina Council of Government’s submittal of the grant application for Section 5310 transit funds.

BACKGROUND
Background: In 2013, the Centralina Council of Governments (COG) worked with the North Carolina Department of Transportation’s (NCDOT) Division of Public Transportation and local transportation advisory boards to develop a mobility management plan, strategies, and opportunities for increased coordination among the region’s transportation providers. Public transportation agencies requested this assistance to address the rapidly aging population, decreased funding, and increased demands due to a lack of coordination by the area community transportation systems. Based on recommendations set forth in the mobility management plan, NCDOT’s Board of Transportation has historically provided funding to Centralina to implement a mobility management agency and to initiate volunteer transportation services for the entire 9-county region.

Since January 2014, several key activities have been provided to support and complement existing public transportation systems. These activities include developing a volunteer transportation system with a full-time coordinator, establishing a non-profit organization, developing a website and 800 number, establishing quarterly training events, and developing outreach and advocacy materials for the residents of the communities.
The NCDOT recently released the grant application process for Section 5310 transit funds, with applications due on November 6, 2015. The primary intent of the 5310 program is to provide transportation in small urban and rural areas of the state that are planned, designed and carried out to meet the special transportation needs of elderly individuals and individuals with disabilities. Centralina intends to apply for Section 5310 transit funds to continue the mobility management and expand the volunteer transportation system efforts in the region.

Centralina Council of Governments is requesting that the Union County Board of Commissioners approve the attached resolution of support for Centralina’s funding request to NCDOT. The Board of Commissioners adopted a similar resolution in November 2014. This is a continuation of an existing program.

### FINANCIAL IMPACT

Financial Impact: No separate funds are being requested from Union County to help implement this project.

### ATTACHMENTS:

<table>
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<tr>
<th>Description</th>
<th>Type</th>
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<tr>
<td>Background Information</td>
<td>Backup Material</td>
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<tr>
<td>Resolution in Support</td>
<td>Backup Material</td>
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DATE: September 22, 2015
SUBJECT: Centralina Mobility Management and Volunteer Transportation Services Project -- Grant Application Request for Endorsement

Background
In 2013, Centralina Council of Governments (COG) worked with the North Carolina Department of Transportation’s (NCDOT) Public Transportation Division and local transportation advisory boards to develop a mobility management plan, strategies, and opportunities for increased coordination. Public transportation agencies requested this assistance to address the rapidly aging population, decreased funding, and increased demands due to a lack of coordination by the area community transportation systems. Based on recommendations set forth in the mobility management plan, NCDOT’s Board of Transportation has historically provided funding to Centralina to implement a mobility management agency and to initiate volunteer transportation services for the entire 9-county region.

Since January 2014, the following key activities have been provided to support and complement existing public transportation systems:

- Established quarterly, regional, transit staff information sharing and training events in 2014, 2015, and planned for 2016.
- Established a non-profit organization, Centralina Connection, to guide the Volunteer Transportation Services work.
- Developed a volunteer transportation system soliciting area residents to volunteer to drive area veterans, adults with disabilities, and older adults to medical, recreational, shopping, medical and other purposes. The focus is on recruiting and training volunteers and the service is growing each week as the number of volunteers increases. In the past fiscal year, the service has provided 415 trips to older adults, people with disabilities and veterans through a network of certified volunteer drivers.
- Developed a website and 800 number with information to assist area residents in determining what transportation system to contact for trips, as well as travel training on how to use area transit systems.
- Developed outreach and advocacy materials for residents and systems to understand what services are available and what they do for the community.

2016-2017 Grant Funding Opportunity
The NCDOT recently released the grant application process for Section 5310 transit funds, with applications due on November 6, 2015. The primary intent of the 5310 program is to provide transportation in small urban and rural areas of the state that are planned, designed and carried out to meet the special transportation needs of elderly individuals and individuals with disabilities. Centralina intends to apply for Section 5310 transit funds to continue the mobility management and expand the volunteer transportation system efforts in the region.

Requested Action
Elected Boards and local transportation agencies are being asked to approve resolutions or letters in support of Centralina’s funding request to NCDOT.
Welcome to Volunteer Transportation Services!

Volunteer Transportation Services (or VTS) was created in 2013 to fill the transportation gap for adults with permanent or temporary disabilities, veterans, and individuals 50 and over, in order to enhance their quality of life by providing access to daily life activities.

VTS is operated by Centralina Connection, Inc., a non-profit organization whose mission is to help residents throughout the Centralina area in need of increased non-emergency transportation options through a network of volunteers.

Service Area

Iredell
Rowan
Cabarrus
Gaston
Stanly
Meck.
Union
Anson

Our Partners

Contact us for a complete list of our participating partners.

Improving mobility for older adults, veterans and adults with disabilities in the Centralina region.

Volunteer Transportation Services

525 N. Tryon St. 12th floor
Charlotte, NC 28202

Phone: 844-887-7433 (844-VTS-RIDE)
Email: centralinavts@centralina.org
Website: www.centralinavts.org

Passengers

Who is eligible?
This service is targeted to adults 50 years old and older, veterans, and adults with permanent or temporary disabilities.

Where can I go?
Destinations can include medical offices, shopping, visiting family, etc. Our service area covers the nine counties of the Centralina area shown on the brochure map.

Can I use this service for emergencies?
VTS provides transportation for daily life activities. VTS is not an ambulance service. For emergency transportation dial 911.

When are rides available?
All trips are based on availability of volunteers, but rides are most often available 8 am to 8 pm, Monday through Friday, and 8 am to 5 pm Saturdays and Sundays.

How much does this service cost?
Rides are provided at no cost to the passenger, although donations are encouraged and appreciated.

Can someone ride with me?
Yes, each passenger may bring one approved escort to help them with mobility needs. Children are not permitted.

Volunteers

Who can qualify as a driver?
Any adult, 21 years or older, with a good driving record and a standard driver’s license can be eligible to volunteer.

What about insurance?
All volunteers are covered by $1 million in supplemental liability insurance. This comprehensive insurance policy includes supplemental medical coverage, auto liability, and an overall umbrella policy.

How long of a commitment is required?
You can volunteer as many times as you like over as long a period as you like.

What kind of skills do I need?
VTS is all about helping people in a manner that is prompt, courteous and reliable. Safe driving and customer service skills are important to making each trip a success.

Is there training involved?
All volunteer drivers must complete an initial orientation training session provided by VTS, including defensive driving and first-aid courses.

What will I receive back as a volunteer?
We value each of our volunteers for helping others in their community. We hold regular volunteer recognition events and we also reimburse drivers for miles driven.

Getting Started

How do I become a passenger?
Call the VTS Customer Service Center at 844-887-7433 (844-VTS-RIDE) to request an application. You can also download an application at www.centralinavts.org.

How do I schedule a trip?
Once approved as a VTS passenger, you can begin scheduling trips by calling VTS scheduling at 844-887-7433 between 9 am and 4 pm, Monday through Friday. Monday through Friday. Please call at least 72 hours before you need your ride. Requests can be made up to 30 days in advance.

How can I become a Volunteer?
Call the VTS office at 844-887-7433 to request a driver application, or download one at www.centralinavts.org. VTS will complete a driving and criminal background check as well as a drug screening on all applicants before they are approved to volunteer. All volunteers then complete mandatory training to ensure safe and reliable service for the community.

Tell your friends!
We want to spread the word about this exciting new program in our community to those who may need the service or would like to volunteer. Tell your friends, family, neighbors and co-workers.

Revised December 2014.
RESOLUTION OF SUPPORT FOR CENTRALINA MOBILITY MANAGEMENT and VOLUNTEER
TRANSPORTATION SERVICES
NCDOT Enhanced Mobility of Seniors and Individuals with Disabilities Program
FY17 Grant Application

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statues and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation, Public Transportation Division (PTD) has principal responsibility and authority to administer funds from the US Department of Transportation, Federal Transit Administration; and

WHEREAS, the purpose of the Section 5310 Elderly Individuals and Individuals with Disabilities Program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options available in rural and small urbanized areas of North Carolina; and

WHEREAS, the Centralina Council of Governments has worked in concert with NCDOT to provide a Mobility Management program for the nine county region and Volunteer Transportation Services through Centralina Connection to improve services for elderly individuals, individuals with disabilities, and veterans; and

WHEREAS, the Centralina Council of Governments will apply for Section 5310 Elderly Individuals and Individuals with Disabilities Program funding for Mobility Management activities and Volunteer Transportation Services; and

WHEREAS, the Centralina Council of Governments has coordinated with the Transit Advisory Boards and Transit Agencies during regional mobility management activities; and

WHEREAS, no separate funds are being requested from Union County to help implement this project,

NOW, THEREFORE, be it resolved that the Union County Board of Commissioners hereby supports Centralina’s funding proposal to the North Carolina Department of Transportation to improve transportation mobility for seniors, individuals and disabilities, and veterans.

Adopted this 19th day of October, 2015.

ATTEST:

____________________________  _____________________ _______________
Lynn G. West, Clerk to the Board  Richard B. Helms, Sr.
of Commissioners
AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Legal Department

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<td>Consideration of Revised Resolution Confirming the Date for Holding Elections Regarding the Countywide Sale of Certain Types of Alcohol</td>
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PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS
Cindy Coto, County Manager (704) 292-2625

ACTION REQUESTED: Adopt the revised “Resolution Requesting that the Union County Board of Elections hold elections regarding the countywide sale of certain types of alcohol” for the purpose of confirming March 15, 2016, as the date for such elections

BACKGROUND
Background: During its regular meeting of March 16, 2015, the Board of Commissioners voted to hold a public hearing on April 6, 2015, to receive comments regarding the holding of elections to approve the countywide sale of certain types of alcohol. The Board held the public hearing on April 6, 2015, and at its next meeting on April 20, 2015, the Board adopted a resolution requesting that the Union County Board of Elections hold elections regarding the countywide sale of certain types of alcohol. Specifically, the Board requested that elections be held regarding the countywide “on-premises” and “off-premises” sale of malt beverages, and the countywide “on-premises” and “off-premises” sale of fortified wine. The Board requested that such an election be held at the time of the 2016 presidential primary. At the time of adoption of this resolution, the date of the 2016 presidential primary in North Carolina had not been established. Therefore, counsel informed the Board at the time of adoption that the resolution would be brought back to the Board at a future date once the date of the presidential primary was officially established. This would clearly state the date of the elections, as required by statute. Since that time, both the presidential and general primaries in North Carolina have been set for March 15, 2016. Thus, this resolution is revised to account for the official date of the North Carolina presidential and general primaries being set for March 15, 2016. The resolution requests that the Union County Board
of Elections hold elections regarding the countywide “on-premises” and “off-premises” sales of malt beverages and unfortified wine on March 15, 2016, reaffirming the action taken by the Board on April 20, 2015. A redline version is enclosed to show changes to the original resolution adopted by the Board.

FINANCIAL IMPACT

Financial Impact: N/A

ATTACHMENTS:

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<td>Updated Resolution Regarding the Countywide Sale of Certain Types of Alcohol-Comparison</td>
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RESOLUTION REQUESTING THAT THE UNION COUNTY BOARD OF ELECTIONS HOLD ELECTIONS REGARDING THE COUNTYWIDE SALE OF CERTAIN TYPES OF ALCOHOL

WHEREAS, N.C.G.S. § 18B-600 allows a county to hold elections concerning permitting the countywide sale of malt beverages, unfortified wine, and mixed beverages, as well as concerning permitting the countywide operation of ABC stores; and

WHEREAS, N.C.G.S. § 18B-601 provides that such elections described in N.C.G.S § 18B-600 shall be conducted by the county board of elections upon its receipt of a written request for such elections from the governing body of the county; and

WHEREAS, any such request for such elections shall state the propositions upon which the citizens of the county shall vote, as such propositions are set forth in N.C.G.S. § 18B-602; and

WHEREAS, Union County has not held any such elections within the past three years; and

WHEREAS, the Union County Board of Commissioners, the governing board of Union County, desires to give the citizens of Union County the opportunity to vote to determine whether the sale of malt beverages and the sale of unfortified wine should be permitted throughout Union County in accordance with Chapter 18B of the North Carolina General Statutes and the propositions set forth herein; and

WHEREAS, on April 20, 2015, the Union County Board of Commissioners passed a resolution requesting that the Union County Board of Elections hold elections regarding whether the sale of malt beverages and the sale of unfortified wine should be permitted throughout Union County; and

WHEREAS, such resolution requested that the Union County Board of Elections hold the elections described in the resolution on the date of the presidential primary in 2016, which date was not formally set at the time of the passage of such resolution; and

WHEREAS, the date of both the presidential and general primaries in North Carolina has now been set as March 15, 2016; and

WHEREAS, the Board of Commissioners desires to reaffirm the April 20, 2015, resolution and officially set the date for which it requests that the Union County Board of Elections hold elections regarding whether the sale of malt beverages and the sale of unfortified wine should be permitted throughout Union County.

NOW THEREFORE, BE IT RESOLVED by the Union County Board of Commissioners as follows:
1. The Union County Board of Commissioners requests that the Union County Board of Elections hold the following elections, pursuant to Article 6 of Chapter 18B of the North Carolina General Statutes, on the following propositions to determine whether certain alcohol sales shall be permitted throughout Union County:

**Malt Beverage Election**

(1) To permit the “on-premises” and “off-premises” sale of malt beverages.
   - [ ] FOR
   - [ ] AGAINST

**Unfortified Wine Election**

(1) To permit the “on-premises” and “off-premises” sale of unfortified wine.
   - [ ] FOR
   - [ ] AGAINST

2. The Union County Board of Commissioners requests that the Union County Board of Elections hold the elections described herein on March 15, 2016, the date of the presidential and general primaries in North Carolina.

Adopted this the 19th day of October, 2015.

**ATTEST:**

Lynn G. West, Clerk to the Board  Richard B. Helms, Sr., Chairman
Union County Board of Commissioners
RESOLUTION REQUESTING THAT THE UNION COUNTY BOARD OF ELECTIONS HOLD ELECTIONS REGARDING THE COUNTYWIDE SALE OF CERTAIN TYPES OF ALCOHOL

WHEREAS, N.C.G.S. § 18B-600 allows a county to hold elections concerning permitting the countywide sale of malt beverages, unfortified wine, and mixed beverages, as well as concerning permitting the countywide operation of ABC stores; and

WHEREAS, N.C.G.S. § 18B-601 provides that such elections described in N.C.G.S § 18B-600 shall be conducted by the county board of elections upon its receipt of a written request for such elections from the governing body of the county; and

WHEREAS, any such request for such elections shall state the propositions upon which the citizens of the county shall vote, as such propositions are set forth in N.C.G.S. § 18B-602; and

WHEREAS, Union County has not held any such elections within the past three years; and

WHEREAS, the Union County Board of Commissioners, the governing board of Union County, desires to give the citizens of Union County the opportunity to vote to determine whether the sale of malt beverages and the sale of unfortified wine should be permitted throughout Union County in accordance with Chapter 18B of the North Carolina General Statutes and the propositions set forth herein; and

WHEREAS, on April 20, 2015, the Union County Board of Commissioners passed a resolution requesting that the Union County Board of Elections hold elections regarding whether the sale of malt beverages and the sale of unfortified wine should be permitted throughout Union County; and

WHEREAS, such resolution requested that the Union County Board of Elections hold the elections described in the resolution on the date of the presidential primary in 2016, which date was not formally set at the time of the passage of such resolution; and

WHEREAS, the date of both the presidential and general primaries in North Carolina has now been set as March 15, 2016; and

WHEREAS, the Board of Commissioners desires to reaffirm the April 20, 2015, resolution and officially set the date for which it requests that the Union County Board of Elections hold elections regarding whether the sale of malt beverages and the sale of unfortified wine should be permitted throughout Union County.

NOW THEREFORE, BE IT RESOLVED by the Union County Board of Commissioners as follows:

1. The Union County Board of Commissioners requests that the Union County Board of Elections hold the following elections, pursuant to Article 6 of Chapter 18B of the North Carolina General Statutes, on the following propositions to determine
whether certain alcohol sales and the operation of ABC stores shall be permitted throughout Union County:

Malt Beverage Election

(1) To permit the “on-premises” and “off-premises” sale of malt beverages.

[] FOR
[] AGAINST

Unfortified Wine Election

(1) To permit the “on-premises” and “off-premises” sale of unfortified wine.

[] FOR
[] AGAINST

2. The Union County Board of Commissioners requests that the Union County Board of Elections hold the elections described herein on March 15, 2016, the date of the presidential primary in 2016 and general primaries in North Carolina.

Adopted this the 2019th day of April, October, 2015.

ATTEST:

Lynn G. West, Clerk to the Board
Richard B. Helms, Sr., Chairman
Union County Board of Commissioners
### Legend:

- **Insertion**
- **Deletion**
- **Moved from**
- **Moved to**
- **Style change**
- **Format change**
- **Moved deletion**
- **Inserted cell**
- **Deleted cell**
- **Moved cell**
- **Split/Merged cell**
- **Padding cell**

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AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Health Department

TITLE
Grant Application to Alliance for Children

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT |
Phillip E. Tarte

TELEPHONE NUMBERS
|
704-296-4801

ACTION REQUESTED:
Allow the Division of Public Health to apply to the Alliance for Children for implementation of a Child Care Health Consultation Program

BACKGROUND
Background: The health and wellness of children, birth to five years of age, sets the stage for future success. Between birth and kindergarten, infants, toddlers and preschoolers spend more time in early care and education (ECE) programs than any other setting or institution in the state. Early child care programs benefit from access to health consultation, including training and technical assistance on child health, safety, sanitation, nutrition, and development. This program will address those needs for child care centers and children in Union County through partnership with the Alliance for Children.

FINANCIAL IMPACT
Financial Impact: Allocation TBD. No cost to Union County.
AGENDA ITEM REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Central Administration

TITLE
Resolution in Support of Improvements to Old Lawyers Road (SR 1736) in Union County, NC

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS
Cynthia A. Coto County Manager 704-283-3636

ACTION REQUESTED: Adopt Resolution in Support of Improvements to Old Lawyers Road (SR 1736) and acknowledge that work needs to be done

BACKGROUND
Background: The North Carolina Department of Transportation (NCDOT) has identified Old Lawyers Road as needing improvement. Old Lawyers Road has been identified as having experienced heavy truck use which has degraded the road to the point of being a safety concern. The project limits are from Old Peachland Road (SR 1735) to Olive Branch Road (SR 1719). NCDOT has identified a source of funds from its contingency account to address this improvement. The proposed resolution by the Board of Commissioners supports utilizing the contingency funds for the improvements to Old Lawyers Road (SR 1736) in Marshville.

FINANCIAL IMPACT
Financial Impact: N/A

ATTACHMENTS:

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<th>Description</th>
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<tbody>
<tr>
<td>Resolution in Support of Improvements to Old Lawyers Road (SR 1736)</td>
<td>Cover Memo</td>
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</table>
RESOLUTION IN SUPPORT OF IMPROVEMENTS TO OLD LAWYERS ROAD (SR 1736) IN UNION COUNTY, NC

WHEREAS, The North Carolina Department of Transportation has identified Old Lawyers Road as needing improvement; and

WHEREAS, NCDOT has identified that Old Lawyers Road has experienced heavy truck use and such use has degraded the road to the point of being a safety concern; and

WHEREAS, improvements to Old Lawyers Road is a road vital to various transportation needs in eastern Union County; and

WHEREAS, improvements to Old Lawyers Road would alleviate safety concerns for this roadway in eastern Union County; and

WHEREAS, The project limits are from Old Peachland Road (SR 1735) to Olive Branch Road (SR 1719); and

WHEREAS, NCDOT has identified a source of funds from its contingency account to address this improvement; and

NOW, THEREFORE BE IT RESOLVED that the Union County Board of Commissioners does hereby adopt this resolution in support of utilizing contingency funds for the improvements to Old Lawyers Road (SR 1736) in Marshville.

Adopted this the 19th day of October, 2015.

ATTEST:

Lynn G. West, Clerk to the Board                   Richard B. Helms, Sr., Chairman
                                      Union County Board of Commissioners
AGENDA ITEM REQUEST:  
MEETING DATE: 10/19/2015  
DEPARTMENT: Finance  

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Series 2015 Enterprise System Revenue Bonds</th>
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<tbody>
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<td>PUBLIC HEARING: No</td>
<td>PRESENTATION: No</td>
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<table>
<thead>
<tr>
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<th>TELEPHONE NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Yates</td>
<td>704.283.3631</td>
</tr>
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ACTION REQUESTED:  
Adopt combined Bond Order & Resolution authorizing the issuance of the County of Union, North Carolina Enterprise Systems Revenue Bonds in the aggregate principal amount not to exceed $54,160,000, authorizing the approval, execution and delivery of various documents in connection with the Issuance of County of Union, North Carolina Enterprise Systems Revenue Bonds, Series 2015; providing for the sale of the bonds; setting forth the terms and conditions upon which the Bonds are to be issued; and providing for certain other matters in connection with the issuance, sale and delivery of the Bonds.

BACKGROUND  
Background: The County Enterprise System has been cash financing a number of projects for the past three years, and we have come to the point where new projects are about to be bid, and require long term amortization to finance the cost of system improvements and upgrades. The CFO, his team, and the County's Financial Advisor have been working with Public Works and the Feasibility Consultant to develop a long term plan to meet the County's goals. The majority of the funding provided through the financing will be used for the following projects:

- Expansion of Catawba River Water Treatment Plant (CRWTP) reservoir from 100 million gallons to 1 billion gallons
- Upfitting and expansion of the 12 Mile Creek Water Treatment Plant (WTP) from 6.0 MGD to 7.5 MGD.
The Board of County Commissioners approved the initial resolution on September 21, 2015, and will ask the LGC to approve the County's request to issue up to $54.16MM at its November 3rd meeting. We are currently scheduled to sell Enterprise Revenue Bonds on November 18, 2015, with a proposed closing on December 8th.

### FINANCIAL IMPACT

Financial Impact: The average annual debt service will be $3.773 million through FY 2040, based on the maximum issue amount.

### ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Bond Order/ Resolution</td>
<td>Resolution Letter</td>
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A regular meeting of the Board of Commissioners of the County of Union, North Carolina (the “Board of Commissioners”) was held at the Union County Government Center, First Floor, Board Room, 500 North Main Street, Monroe, North Carolina, at 7:00 p.m. on October 19, 2015 (the “Meeting”), after proper notice, and was called to order by the Chairman, and on the roll being called, the following members of the Board of Commissioners answered present:

The following members of the Board of Commissioners were absent

Also present:

Commissioners _____________ moved that the following bond order, copies of which having been made available to the Board of Commissioners, be adopted:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $54,160,000 ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF UNION, NORTH CAROLINA; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS**

**WHEREAS**, the County of Union, North Carolina (the “County”) is authorized by the State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 et seq. (the “Act”), to issue, subject to the approval of the Local Government Commission of North Carolina, at one time or from time to time, revenue bonds of the County for the purposes as specified in the Act;

**WHEREAS**, the County has determined to issue Enterprise Systems Revenue Bonds, Series 2015 (the “2015 Bonds”) in a principal amount not to exceed $54,160,000 to (1) finance the costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the County’s water and sewer systems (the “Projects”), (2) pay a portion of the interest on the 2015 Bonds during construction of the Projects and (3) pay the costs of issuing the 2015 Bonds;

**WHEREAS**, the County will issue the 2015 Bonds under an Amended and Restated General Trust Indenture dated as of December 1, 2015 (the “General Indenture”) between the County and U.S. Bank National Association, as trustee (the “Trustee”), and Series Indenture, Number 6 dated as of December 1, 2015 (the “Series Indenture,” and together with the General Indenture, the “Indenture”) between the County and the Trustee;
WHEREAS, the County and the Local Government Commission of North Carolina (the “Commission”) have arranged for the sale of the 2015 Bonds to Robert W. Baird & Co., Raymond James & Associates, Inc. and U.S. Bancorp Investments, Inc. (collectively, the “Underwriters”), under the terms of a Bond Purchase Agreement (the “Purchase Agreement”) among the County, the Commission and the Underwriters, pursuant to which the County and the Commission will sell the 2015 Bonds to the Underwriters in accordance with the terms and conditions set forth therein;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the County:

1. the General Indenture;
2. the Series Indenture;
3. the Purchase Agreement; and
4. a Preliminary Official Statement (the “Preliminary Official Statement”) with respect to the 2015 Bonds.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA:

Section 1. The 2015 Bonds are hereby authorized and will be issued pursuant to the Act to raise the money required, in addition to any funds which may be made available for such purpose from any other source, to (1) finance the Projects, (2) pay a portion of the interest on the 2015 Bonds during construction of the Projects and (3) pay the costs of issuing the 2015 Bonds, all as set out fully in the documents attached to the County’s application to the Commission. The use of the proceeds of the 2015 Bonds, as described, is necessary in meet the demands of the users of the County’s water and sewer systems.

Section 2. The aggregate principal amount of the 2015 Bonds authorized by this order will not exceed $54,160,000. The 2015 Bonds hereby authorized shall be special obligations of the County, secured by and paid solely from the proceeds thereof or from revenues, income, receipts and other money received or accrued by or on behalf of the County from or in connection with the operation of the Enterprise Systems (as defined in the General Indenture).

Section 3. The County’s issuance of the 2015 Bonds, in substantially the form to be set forth in the Series Indenture, is hereby in all respects approved and confirmed, and the provisions of the General Indenture and the Series Indenture with respect to the 2015 Bonds are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the sale of the 2015 Bonds will be deposited in accordance with the Series Indenture.

The principal of, premium, if any, and interest on the 2015 Bonds will not be payable from the general funds of the County, nor will the 2015 Bonds constitute a legal or equitable pledge, charge, lien or encumbrance on any of the County’s property or on any of its income, receipts or revenues except the funds which are pledged under the Indenture. Neither the credit nor the taxing power of the State of North Carolina or the County is pledged for the payment of the principal of, premium, if any, or interest on the 2015 Bonds, and no holder of the 2015 Bonds has the right to compel the exercise of the taxing power by the State of North Carolina or the County or the forfeiture of any of its property in connection with any default thereon.
Section 4. The form and content of the General Indenture and the Series Indenture, including the exhibits thereto, are hereby in all respects approved and confirmed, and the Chairman of the Board of Commissioners, the County Manager, the Executive Director of Administrative Services and the Clerk to the Board of Commissioners, (collectively, the “Authorized Officers”) are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the General Indenture and the Series Indenture for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the General Indenture and the Series Indenture, the Authorized Officers, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the General Indenture and the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

Section 5. That the 2015 Bonds shall be sold to the Underwriters pursuant to the terms of the Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Purchase Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Agreement, the Authorized Officers, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 6. The form and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the final Official Statement (the “Official Statement”) by the Underwriters in connection with the sale of the 2015 Bonds is hereby in all respects authorized, approved and confirmed.

Section 7. The County Manager or the Executive Director of Administrative Services is hereby authorized to execute a no-arbitrage certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 8. If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the 2015 Bonds authorized hereunder.

Section 9. No stipulation, obligation or agreement contained in this Bond Order or contained in the 2015 Bonds, the General Indenture, the Series Indenture, the Purchase Agreement or any other instrument related to the issuance of the 2015 Bonds is a stipulation, obligation or agreement of any officer, agent or employee of the County in his or her individual capacity, and no such officer, agent or employee is personally liable on the 2015 Bonds or subject to personal liability or accountability by reason of the issuance thereof.
Section 10. The Authorized Officers, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by this Bond Order, the General Indenture, the Series Indenture or the Purchase Agreement; except that none of the above is hereby authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the County is bound, (d) any rule or regulation of the County or (e) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 11. The Authorized Officers, or their respective designees, are hereby authorized and directed, individually and collectively, to prepare and furnish, when the 2015 Bonds are issued, certified copies of all the proceedings and records of the Board of Commissioners relating to the 2015 Bonds, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the 2015 Bonds as such facts appear on the books and records in such party’s custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the County as to the truth of all statements contained therein.

Section 12. All acts and doings of the Authorized Officers, or their respective designees, that are in conformity with the purposes and intent of this Bond Order and in the furtherance of the issuance of the 2015 Bonds and the execution, delivery and performance of the General Indenture, the Series Indenture and the Purchase Agreement are hereby in all respects approved and confirmed.

Section 13. All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. This Bond Order will take effect immediately on its adoption and, pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the Board of Commissioners other than the procedures set out in the Act.

On motion of Commissioner _____________, seconded by Commissioner _____________, the foregoing resolution entitled “BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $54,160,000 ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF UNION, NORTH CAROLINA; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS” was duly adopted by the following vote:

AYES:

NAYS:
STATE OF NORTH CAROLINA )
COUNTY OF UNION )

I, Lynn West, Clerk to the Board of Commissioners of the County of Union, North Carolina, hereby certify that the foregoing resolution entitled “BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $54,160,000 ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF UNION, NORTH CAROLINA; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS” was adopted by the Board of Commissioners of the County of Union, North Carolina, at a meeting held on the 19th day of October, 2015.

WITNESS my hand and the corporate seal of the County of Union, North Carolina, this the ___ day of October, 2015.

___________________________________
Lynn West
Clerk to the Board
County of Union, North Carolina
AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 
DEPARTMENT: Health Department

TITLE
MOA between Union County Division of Public Health and Union County Public Schools

PUBLIC HEARING: No 
PRESENTATION: No

INFORMATION CONTACT 
Phillip Tarte
704-296-4801

TELEPHONE NUMBERS

ACTION REQUESTED: Approve MOA between Union County Division of Public Health and Union County Public Schools for FY16.

BACKGROUND

Background: In order to maintain a healthy environment for students and school staff, the Union County Division of Public Health and Union County Public Schools execute an MOA annually. This agreement provides for the prevention and control of outbreaks of communicable diseases, immunization compliance, health promotion, safe and sanitary schools, and emergency disaster preparedness and response. The MOA establishes the basic cooperative responsibilities of each entity.

FINANCIAL IMPACT

Financial Impact: There is no County funding, therefore, no financial impact to the County.

ATTACHMENTS:

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<td>MOA</td>
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MEMORANDUM OF AGREEMENT
BETWEEN
UNION COUNTY DIVISION OF PUBLIC HEALTH
AND
UNION COUNTY PUBLIC SCHOOLS
FY/SY 2015-2016

This Memorandum of Agreement serves as an understanding between the Union County Division of Public Health and the Union County Public Schools regarding the provision and monitoring of health services in the Union County Public Schools. This agreement establishes basic cooperative responsibilities of each entity.

The goal of this agreement is to maintain a healthy environment for students and school staff through collaboration and mutual support of the two agencies.

Objectives of the agreement include:

1. Prevention and control of outbreaks of communicable diseases.
2. Immunization compliance for both school staff and students.
3. Health promotion through education and consultation.
4. Provision of safe and sanitary school facilities.
5. Assuring that children have access to primary health/medical care.

The Union County Public Schools provide:

- School nursing services, including hiring, training, development, supervision, and dismissal of school nurses and related supervisory, budgetary, and support services.
- *Liability coverage for school nurses.*
- Medical oversight and standing orders for school nurses.
- Facilities and supplies for school nursing services.
- School health policies and protocols.
  Policies involving school health issues (i.e., Medication Administration, Communicable Disease, Food Allergens) are written by the UCPS Policy Committee and approved by the Board of Education. Protocols involving nursing issues in the schools (i.e., Fever, Diarrhea, Vomiting, PPD Testing in the Schools, Stock Albuterol use, Treatment of Anaphylaxis with Epinephrine, Treatment of Allergic Reactions with Benadryl, Treatment of Status Asthmaticus with Epinephrine, Human Bites, Blood Glucose Testing of Students, Pulse Oximetry, and MRSA) are approved/signed off annually by Dr. Nancy Bizzell, the UCPS medical advisor.
- Quality assurance monitoring and improvement.
- Maintenance of student health records.
- Data collection and reporting.
• Bloodborne pathogen training and management for all staff and students.
• Emergency training for staff, including CPR, first aid, and use of AEDs and EpiPens.
• Medication administration for students.
• Nurse participation in student services teams (e.g., IEPs and 504s).
• CLIA waiver for blood sugars.
• Case management of students with chronic diseases.
• Vision screening for children in grades 1, 3, 5, and 7.
• Hearing assessments (conducted by an audiologist).
• Primary responsibility for the School Health Advisory Council.

*$1,000,000 Professional

** Upon request, Union County Public Schools will provide a certificate of insurance evidencing such coverage.

Administration, Supervision, Joint Program Planning and Evaluation
The Union County Public Schools will coordinate the activities of the School Health Advisory Council. The Union County Division of Public Health will provide a representative for and actively participate in the School Health Advisory Council.

The Union County Division of Public Health will provide in-kind support and consultation in the health initiatives conducted by the Union County Public Schools to the extent that resources allow. The school nurses will take a lead and active role in determining the health needs of the school population, how these needs are being met in the County, and what needs to be done to address identified needs.

Identification and Monitoring/Access to Care
The school nurses will review all pre-kindergarten physical assessments and assess children who present with symptoms and determine the children who need health/medical care referrals to the appropriate care provider(s). The Union County Division of Public Health is a source for primary health/medical care (Medicaid and Health Choice are accepted, others are charged on a sliding fee scale) for children who do not have a primary care provider; this service includes well and sick visits. The Union County Division of Public Health will provide training and consultation as needed regarding health issues when requested.

Communicable Disease Control
Pursuant to NCGS 130A-155, the Union County Division of Public Health will work closely with the school nurses to control all outbreaks of communicable diseases. Both the Union County Division of Public Health and the Schools will respond swiftly to prevent the spread of any communicable disease. The school nurses will assist in the investigation implemented by the Union County Division of Public Health’s
communicable disease control nurse in collecting data and transferring information to
the Union County Division of Public Health in an expeditious manner. The school
nurses, school administration, and the Union County Division of Public Health will work
collaboratively to inform parents of exposures and disease processes in an expeditious
manner. The school nurses will dispose of sharps in accordance with current standards
of practice and OSHA regulations. The Union County Division of Public Health will
provide disposal of sharps containers for the Schools.

During the 2015-2016 school year, Union County Public Schools and Union County
Division of Public Health will explore the possibility of collaborating to provide Tdap
vaccine (for the prevention of Tetanus, Diphtheria and Pertussis) to all sixth grade
students and Union County Public School personnel. This would involve the Union
County Division of Public Health acquiring and providing the vaccine from the State and
the School Health nurses assisting in administering the vaccine.

The Union County Division of Public Health shall maintain copies of childhood
immunization records, including the Hepatitis B series, and shall grant access to these
records to school nurses by means of the North Carolina Immunization Registry to
ascertain whether students in the Union County Public Schools comply with state and
federal immunization regulations. The school nurses of Union County Public Schools
will audit Immunization records of all newly enrolled students, referring to private care or
the Union County Division of Public Health those children found not to be in compliance
with State immunization laws. Immunization records of students moving into the County
will be reported by the school nurses to the Union County Division of Public Health. The
school nurses will consult with Union County Division of Public Health nursing staff to
determine immunization needs in unusual cases.

Health Education
The health educators of the Union County Division of Public Health will work in unison
with the school nurses and other school staff on health initiatives identified as beneficial
to the students and School staff. Dialog will be ongoing between the two agencies to
adapt to ever-evolving needs and issues.

Emergency/Disaster Preparedness
The Union County Division of Public Health and the Union County Public Schools will
have in place emergency and disaster plans specific to the needs of their respective
agencies. In cases of emergency and disaster situations that involve both agencies, the
Union County Division of Public Health and Schools will collaborate in the planning,
response, and evaluation of all overlapping conditions. All public health funded school
nurses will be available to assist the Union County Division of Public Health during a
public health emergency. In cases of public health emergencies, the Union County
Division of Public Health is the lead agency.

Environmental Health
In accordance with State laws, codes, rules, and regulations, the Environmental Health
Division of the Union County Division of Public Health will conduct inspections of all
schools, cafeterias, concession stands, after-school care programs, and any other area
mandated. Training and consultation regarding these requirements will be provided by
the Union County Division of Public Health as needed or requested. The Union County Public Schools will comply with all State laws, codes, rules, regulations, policies, and procedures to these inspections and will make immediate corrections to each area found to be deficient.

Provision for Annual Revision of Agreement
This agreement will continue and be binding upon both parties from July 1, 2015 until June 30, 2016. To the extent permitted by law, each party will defend, protect, indemnify, and hold harmless the other party from all claims and demands arising from services provided by that party.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed the date stated above.

Attest

Clerk to the Board of Commissioners

Attest

Witness

Union County

County Manager

Approved As To Legal Form

Attest

Union County Public Schools

Superintendent of Schools

Attest

Union County Division of Public Health

Health Director
AGENDA ITEM REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Clerk to the Board

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<th>TELEPHONE NUMBERS</th>
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<tbody>
<tr>
<td>Minutes</td>
<td>Lynn G. West, Clerk to the Board of Commissioners</td>
<td>704-283-3853</td>
</tr>
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</table>

ACTION REQUESTED: Approve minutes as submitted

BACKGROUND

Background: Minutes are submitted as part of the agenda package for approval by the Board.

FINANCIAL IMPACT

Financial Impact: N/A
AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Human Resources

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<th>TITLE</th>
<th>INFORMATION CONTACT</th>
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<tr>
<td>Human Resources Monthly Report for September 2015</td>
<td>Mark Watson Executive Director, Human Resources</td>
<td>704-283-3869</td>
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PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS

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<tr>
<td>Report for New Hires for September 2015</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Report of Retirees and Separations from Service for September 2015</td>
<td>Backup Material</td>
</tr>
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</table>

ACTION REQUESTED: No action requested - Information only

BACKGROUND

Background: The new hire and separation reports for September are attached.

FINANCIAL IMPACT

Financial Impact: N/A
## UNION COUNTY PERSONNEL REPORT
### REPORT OF NEW HIRES

**September, 2015**

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<tr>
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<td>ONE STOP OFFICE SUPPORT II/CJ</td>
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<tr>
<td>TIMOTHY L PATTON</td>
<td>9/21/15</td>
<td>ONE STOP OFFICE SUPPORT II/CJ</td>
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<tr>
<td>JAMES G WYATT</td>
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## UNION COUNTY PERSONNEL REPORT
### REPORT OF RETIREES AND SEPARATIONS FROM SERVICE

**September, 2015**

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AGENDA ITEM REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Admin Services

TITLE

Contract Report Information

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT TELEPHONE NUMBERS

Jeffrey A. Yates, Executive Director of Administrative Services/CFO 704-283-3631

ACTION REQUESTED: N/A Report Only

BACKGROUND

Background: Per Section XIX of the FY 2016, FY 2015 and Section XVIII of the adopted Operating and Capital Budget Ordinances, please see the attached reports of executed contracts and purchase orders that were entered into by the County Manager from June 2014 thru September 2015.

FINANCIAL IMPACT

Financial Impact: As noted on the attached contracts and purchase orders.

ATTACHMENTS:

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<tr>
<th>Description</th>
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<td>Contract Report for July - September 2015</td>
<td>Cover Memo</td>
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**July - September 2015**

**Contract Report**
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June 2014

Contract Report
**UNION COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM REQUEST:**

**MEETING DATE:** 10/19/2015  **DEPARTMENT:** Central Administration

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**PUBLIC HEARING:** No  **PRESENTATION:** Yes

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<td>Brian Matthews, Executive Director Growth Management</td>
<td>704-292-2597</td>
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**ACTION REQUESTED:** Provide feedback to staff regarding the proposed process for future consideration by Board.

**BACKGROUND**

Background: Staff has been asked to develop an evaluation criteria in regards to re-zoning requests that would amend the zoning designation of undeveloped tracts from a low-density use to a high-density use (Example R-40 to R-10). The Public Facilities & Services analysis would gauge the potential impact of the re-zoning on the service areas of Union County government. This document would be provided to the Planning Board and the Board of County Commissioners as additional information during the review process.

**FINANCIAL IMPACT**

Financial Impact: N/A

**ATTACHMENTS:**

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<th>Description</th>
<th>Type</th>
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Owners:

Applicant:

Location:

Tax Parcel ID:

Union County Government provides local services within its boundaries; including law enforcement, public education, public utilities and ancillary services such as parks and recreation, libraries and general government administration. The ability to analyze rezoning requests in regards to their potential impact on public services is essential to understanding the costs associated with land use decisions. Measuring impacts to County services associated with a proposed site design, rezoning application, or land use amendment helps County officials make more informed decisions and prepare for the impacts of growth.

44.41 acre parcel near the Town of Weddington currently zoned R-40

In general, potential impacts generated by a proposed development are significant and should be considered as County officials prioritize resources to keep up with growth in the community. Positive annual ad valorem revenue and increases in utility customers help offset the cost of services.

The information that follows summarizes the Public Facilities and Services Analysis for the requested rezoning of two parcels in unincorporated Union County.
I. Current & Proposed Development - 44.1 Acres Beulah Church Rd. Weddington, NC

<table>
<thead>
<tr>
<th>Current Development</th>
<th>Proposed Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-40 Low to Density</td>
<td>R-10 Medium Density</td>
</tr>
<tr>
<td>44 homes / 131.12 Residents</td>
<td>176 homes / 524.88 residents</td>
</tr>
</tbody>
</table>

- The development assumes build out within the zoning regulations associated with R-40 and R-10.
- Minimum lot size for R-40 is 40,000 square feet; R-10 is 10,000 square feet / 10% of development generally dedicated to utilities.
- Resident population is estimated using an average household size of 2.98 (U.S. Census Bureau 2009-2013)

II. County Facilities and Services Analysis

The information below highlights the projected impacts of the requested rezoning and estimates the potential revenue and expenses related to local government services.

A. Police Protection

<table>
<thead>
<tr>
<th>Current Development</th>
<th>Proposed Development (REZONING)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Use</strong></td>
<td><strong>Land Use</strong></td>
</tr>
<tr>
<td><strong>Generation Rate</strong></td>
<td><strong>Generation Rate</strong></td>
</tr>
<tr>
<td>R-40</td>
<td>R-10</td>
</tr>
<tr>
<td>44 Homes</td>
<td>176 Homes</td>
</tr>
<tr>
<td>.0035 officers / household</td>
<td>.0035 officers / household</td>
</tr>
<tr>
<td>Site Impact</td>
<td>Site Impact</td>
</tr>
<tr>
<td>44 Homes</td>
<td>176 Homes</td>
</tr>
<tr>
<td>Demand</td>
<td>Demand</td>
</tr>
<tr>
<td>.154 officers</td>
<td>.616 officers</td>
</tr>
</tbody>
</table>

Total = .154 officers
UCSO Additional Cost = $17,675.24 (44 homes)

Potential Net Change in Demand for new UCSO Officers: + .396
Potential Net Change in UCSO Cost: + $53,025.72

- In FY 2016, aside from civilian staff, the UCSO has 196 sworn officers and 44 detention officers for a total of 240
- The UCSO current operating budget is $27,942,067 (FY 2016)
- 69,557 estimated households in Union County, accounting for an average 6.87% vacancy rate (U.S. Census 2013)
- The average number of officers per household is .0035
- The average cost for UCSO services per home is $401.71
- UCSO Additional Cost accounts for all Union County homes
### B. Union County Public Schools

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-40</td>
<td>0.60 school age students / household</td>
<td>44 Homes</td>
<td>26.4 students</td>
</tr>
</tbody>
</table>

Total: 26.4 students / $64,204.80 (48 homes)

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-10</td>
<td>0.60 school age students / household</td>
<td>176 Homes</td>
<td>105.6 students</td>
</tr>
</tbody>
</table>

Total: 105.6 students / $256,819.20 (193 homes)

**Potential Net Change in UCPS Demand:** +79.2 Students

**Potential Net Change in UCPS Local Funds Cost:** +$192,614.40

- In FY 13 Union County allocated $2,432 local dollars per student in the UCPS system. (NC Department of Instruction)
- 42,009 students enrolled in FY 2015 (UCPS)
- 69,557 estimated households in Union County, accounting for an average 6.87% vacancy rate (U.S. Census 2013)
- 45.5% of households in Union County have children under the age of 18 (U.S. Census 2010)
- State and Federal revenue increase to UCPS of an estimated $436,503.67, as a result of the rezoning.

### Union County Public School Evaluation Spreadsheet - Sun Valley Cluster

<table>
<thead>
<tr>
<th>School</th>
<th>Current Enrollment</th>
<th>Watch Level</th>
<th>Capacity Level</th>
<th>Projected additional UCPS students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wesley Chapel (ES)</td>
<td>550</td>
<td>770</td>
<td>870</td>
<td>Current Zoning = 8.8 Students  Rezoning = 35.2 Students</td>
</tr>
<tr>
<td>Sun Valley (MS)</td>
<td>1,364</td>
<td>1,500</td>
<td>1,600</td>
<td>Current Zoning = 8.8 Students  Rezoning = 35.2 Students</td>
</tr>
<tr>
<td>Sun Valley (HS)</td>
<td>1,307</td>
<td>1,560</td>
<td>1,660</td>
<td>Current Zoning = 8.8 Students  Rezoning = 35.2 Students</td>
</tr>
</tbody>
</table>

- Debt Service FY 2016 $43,990,217 - $632.43 / Union County Resident
- Pay Go Debt FY 2016 $13,427,754 - $193.05 / Union County Resident

### C. Union County Public Library System

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-40</td>
<td>1.2 / household</td>
<td>44 homes</td>
<td>52.8 Cardholders</td>
</tr>
</tbody>
</table>

Total: 52.8 / $3,049.73

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-10</td>
<td>1.2 / household</td>
<td>176 homes</td>
<td>211.2 Cardholders</td>
</tr>
</tbody>
</table>

Total: 211.2 / $12,198.91

**Potential Net Change in UCPL Cardholders:** +158.4

**Potential Net Change in UCPL Cost:** +$9,149.18

- FY 16 UCPL Budget $4,816,861 / $57.76 per Cardholder
- 83,387 Library Card Holders (UCPL July 2015)
- 1.2 Library Cardholders per Union County home
- Resident population is estimated using an average household size of 2.98 (U.S. Census Bureau 2009-2013)
### D. Union County Parks and Recreation

<table>
<thead>
<tr>
<th>Current Development</th>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R-40</td>
<td>.018 Acres / household</td>
<td>44 homes</td>
<td>.8 Acres</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Development (REZONING)</td>
<td>Land Use</td>
<td>Generation Rate</td>
<td>Site Impact</td>
<td>Demand</td>
</tr>
<tr>
<td></td>
<td>R-10</td>
<td>.018 Acres / household</td>
<td>176 homes</td>
<td>3.17 Acres</td>
</tr>
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</tbody>
</table>

Total - .8 Acres / $1,276.8

Total - 3.17 Acres / $5,059.32

**Potential Net Change in UCPR Acreage:** + 2.37

**Potential Net Change in UCPR Cost:** + $3,782.52

- FY 2016 Parks & Recreation Budget $2,022,144
- Cane Creek Park, Fred Kirby and Jesse Helms- 1.267 Acres / $1,596 per Acre
- 69,557 estimated households in Union County, accounting for an average 6.87% vacancy rate (U.S. Census 2013)
- Resident population is estimated using an average household size of 2.98 (U.S. Census Bureau 2009-2013)

### E. Annual Ad Valorem Tax Potential

<table>
<thead>
<tr>
<th>Current Development</th>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Tax Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R-40</td>
<td>.7765 FY 2016 Tax Rate</td>
<td>44 Homes</td>
<td>$61,498.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Development (REZONING)</td>
<td>Land Use</td>
<td>Generation Rate</td>
<td>Site Impact</td>
<td>Tax Value</td>
</tr>
<tr>
<td></td>
<td>R-10</td>
<td>.7765 FY 2016 Tax Rate</td>
<td>176 Homes</td>
<td>$245,995.20</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Total - $61,498.80 (44 homes)

Total - $245,995.20 (176 homes)

**Potential Net Change in AD Valorem Tax Potential:** + $184,496.40

- Home Value: $180,000 (2,000 sq. ft. home / $90 per sq. ft.) (Union County Tax Appraisal Division)
- Ad Valorem Tax Liability of $1,397.70 / home
- Value estimate based on home values in close proximity
## F. Union County Public Utilities

### Current Development

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-40</td>
<td>357.6 gal / day / home</td>
<td>44 homes</td>
<td>15,734.4 GPD</td>
</tr>
</tbody>
</table>

Total- 427,032 Gal. / Month  
Monthly Billing - $4,674.56

### Proposed Development

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Generation Rate</th>
<th>Site Impact</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-10</td>
<td>357.6 gal / day / home</td>
<td>176 homes</td>
<td>62,937.6 GPD</td>
</tr>
</tbody>
</table>

Total- 1,888,128 Gal. / Month  
Monthly Billing - $18,698.24

Net Change in Potable Water Demand (Sewer if available): + 47,203.2 GPD  
Net Change in Utility Revenue (Sewer if available): + $14,023.68

- Average 120 GPD / resident (Union County Water Resources Division)
- 1.7 multiplier used to calculate high demand days (Union County Water Resources Division)
- Tap Fees & Capacity Fees R-40 - $234,080 / R-10 - $936,320 (Water & Sewer)
III. Rezoning Impact Summary

General Fund

Based on our projected calculations and information gathered from the developer we can assume that this rezoning may result in a net loss to Union County. This does not take into account ancillary revenue such as sales tax and personal property. We can estimate based off of the information provided, that even with an increase in Ad Valorem tax revenue of $184,496.40, Union County may potentially realize additional costs for general government of $258,571.82. This could result in an overall revenue/expense loss of $74,075.42.

Enterprise Fund

In forecasting the proposed development’s impact on our utility system we estimated 120/GPD per resident. With the constant changes in flows, a capacity amount or even a range is tough to establish with any accuracy. Our plan is to work closely with the Water Resources Division on any planned development that is the result of a rezoning to gain their specialized input on the matter and provide the BOCC with an estimated consumption rate and any concerns that can be anticipated. Each proposed redevelopment will be evaluated based on water and sewer availability. As a result of this example, the rezoning request may account for an increase in 47,203.2 GPD and account for additional revenues estimated at $14,023.68 / Mo.

IV. Cost Benefit Analysis Details

Staff has worked to develop an estimate based on a theoretical rezoning request that addresses a distinct section of Union County. One thing to note is that rezoning in and of itself is not directly related to increasing or decreasing property values and with it local revenues. Each request will take into consideration a wide range of indicators which would determine a more accurate value. All statistical data was gathered from the following sources:

- U.S. Census Bureau 2010 Final & 2014 Projections
- North Carolina Department of Instruction
- Union County Public Schools
- Union County Department of Administrative Services
- Union County Public Library
- Union County Sheriff’s Office
- Union County Parks and Recreation Department
- Union County Tax Appraisal Division
- Union County Water Resources Division
The notes below further explain how available data was used to put together this analysis:

**Union County Sheriff’s Office (UCSO)**

When looking at the UCSO we made an effort to focus on Union County as a whole and assemble the costs associated with services rendered from the UCSO. This cost was used to show the estimated expense associated with a new development, on a per home basis, and how it would impact the overall operational needs of the UCSO. Cost projections were based on sworn officers and detention officers; it excluded administration staff which is generally less likely to expand as a result of growth.

**Union County Public Schools (UCPS)**

Based on the current student population as of FY 2015 and comparing that amount to the number of households in Union County as of 2010, we were able to estimate a generation rate of school age students per home. The North Carolina Department of Instruction publishes a report card every school year that shows true local Union County dollars per student, the most recent being FY 2014. This data allowed us to produce an estimated student impact amount and a total cost for that increase. We also evaluated each development by school cluster to gauge capacity levels.

**Union County Public Library**

The library as of July 2015 has 83,387 cardholders in their system. We used this number in comparison to our amount of households to develop a generation rate per home. Using the U.S. Census data on average household size in Union County we could anticipate potential new customers and their financial impact to the library system. Library membership fees will offset a portion of UCPL costs.

**Union County Parks and Recreation**

This evaluation utilized acreage in the Parks & Rec department totaling 1,267 and divided that into our total household number to come up with an acreage / home. The proposed development’s proximity to existing parks will be noted as an indicator of potential use. Their FY 2016 budget was divided among acreage to account for employee, maintenance, operation and event costs. The entry and usage fees would offset a portion of that cost.

**Ad Valorem Tax Revenue Projection**

Each rezoning request includes information from the requestor (if available) on desired build-out. This information allows the Tax Appraisal Division to look at comparable developments within the surrounding area to gauge the anticipated value of the homes and provide an educated guess on potential revenues. The evaluation criteria includes market analysis, recent sales, school district and adjoining land uses.
Traffic Impact (NCDOT)

According to a U.S. Census study conducted from 2008-2012 that looked at how Americans commute, approximately 86% of people primarily travel by motor vehicle in the U.S. Considering Union County’s rural nature it is safe to assume that number is more than likely in the mid 90% range. Our development scenario assumes on average this rezoning request will realize 355 more motorists under the new zoning designation.
AGENDA ITEM
REQUEST:
MEETING DATE: 10/19/2015 DEPARTMENT: Planning

TITLE
Text Amendment to the Union County Development Ordinance Section 35.040-F Rural Home Occupations

PUBLIC HEARING: No PRESENTATION: Yes

INFORMATION CONTACT TELEPHONE NUMBERS
Richard Black Lee Jenson 704-292-2580 704-283-3564

ACTION REQUESTED: Consider request to Amend the Union County Development Ordinance and Adopt Applicable Consistency Statement

BACKGROUND
Background: This is a request to amend the text of Section 35.040-F of the Union County Development Ordinance to add at the end of the introductory paragraph . . . “or an R-40 zoned lot of at least (5) five acres.” This text change would have the result of allowing Rural Home Occupations in R-40 zoning districts on lots containing at least 5 acres. Rural Home Occupations are currently only allowed on lots of at least 100,000 square feet in the RA-40 zoning district. The Union County Planning Board considered this request and recommended approval. On October 5, 2015, the BOCC conducted a public hearing on this request. Several people spoke in favor of the request. The full text of the existing text is as follows:

“Home occupations that do not comply with all of the suburban home occupation regulations of Section 35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area.”

The proposed change reads as follows:

“Home occupations that do not comply with all of the suburban home occupation regulations of Section 35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area, or an R-40 zoned lot of at least (5) five acres.”
Item #6 under 35.040-F would be renumbered to #7 and language for #6 is proposed to read "Rural Home Occupations in the R-40 district must be operated so as not to adversely affect the character of the surrounding neighborhood or create or cause a nuisance.

FINANCIAL IMPACT

Financial Impact: None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Staff analysis and recommendations</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Section 35.040-F of the Union County Development Ordinance</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Notice of Public Hearing Publication</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Statement of Consistency</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Clarification of Grandfathered Status</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
APPLICATION FOR LAND USE PERMIT

Deadline For Next Regular Meeting:
August 7, 2015

Petition #:

Date:
August 7, 2015

Fee:
$300.00

TYPE OF REQUEST

Special Use:

Zoning:

Variance:

Notice of Appeal: X
Violation No: 0073-2015

Other: X
Petition for Union
County Development
Ordinance Text Amendment

Applicant Name:
Wesley F. Faulk

Address:
309 Post Office Drive, Indian Trail, NC 28079

Telephone: (704) 684-0031

Owner Name: Joel Barbee and Teresa Barbee

Address:
7510 Big Buck Trail, Waxhaw, North Carolina 28173

Telephone:

Legal Relationship of applicant to owner:
Attorney

Street address of affected property:
7510 Big Buck Trail, Waxhaw, NC 28173
Union County | Application for Land Use Permit

Tax map(s), block(s), lot(s):

Plat Cabinet B, File 5-A - Phase 3 - Lots 41 & 42

Current zoning district(s)

R-40

Acres/square feet in lot(s):

Lot 41 (+/- 5.0040 acres or 217,974.24 square feet) and Lot 42 (+/- 5.0050 acres or 218,017.8 square feet)

Gross floor area:

Existing building to remain: N/A

Proposed buildings: N/A

Section of Union County Land Use ordinance request relates to:

Section 35.040-F

Nature of request:

Applicant on behalf of owners request that Section 35-040.F be amended to add the following language at the end of the first or introductory paragraph: "or a R-40 zoned parcel of at least 200,000 square feet" in order to permit rural home occupations on large parcels of a rural nature in Union County.

Adequate Public Facilities Review Union County Land Use Ordinance, Article XXIII, Adequate Public Facilities Standards (APFO).

Applicability of APFO – The APFO applies to all Applications for Permits that authorize construction of a Dwelling Unit as defined by the Union County Land Use Ordinance, unless exempt.

Yes  No

This Application for Land Use Permit is subject to review under the APFO.  

If the Application is subject to the APFO, attach a completed APFO Review Form
Union County | Application for Land Use Permit

List of Adjoining Property owners (name & address), as defined by the Union County Land Use Ordinance. Please attach separate sheet of paper.

Attach hereto a complete copy of a tax map of the property.

Name of development (optional): Deerfield Plantation

By: [Signature]  
Applicant: [Signature]  
Attorney for Owner: [Signature]  
8/1/2015 (Date)

Owner: 
(Date)

Owner: 
(Date)

Owner: 
(Date)
STATE OF NORTH CAROLINA  
COUNTY OF UNION  

August 7, 2015  

PETITION FOR ORDINANCE TEXT AMENDMENT  
TO THE 2014 UNION COUNTY UNIFIED DEVELOPMENT ORDINANCE  

RE: Section 35.040-F – Rural Home Occupations Amendment  

PLEASE TAKE NOTICE that pursuant to Section 80.030 of the Union County Development Ordinance ("UDO"), Joel Barbee and Teresa Barbee ("Petitioners"), of 7510 Big Buck Trail, Waxhaw, Union County, North Carolina, hereby respectfully petition that Section 35.040.F of the UDO be amended as follows:  

At the end of the introductory paragraph of Section 35.040-F, add:  

"or an R-40 zoned lot of at least 200,000 square feet."

So the text would read:  

Rural Home Occupations: Home occupations that do not comply with all of the suburban home occupation regulations of §35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area, or an R-40 zoned lot of at least 200,000 square feet.  

PETITIONERS state the following in support of their request for the text amendment:  

1. Pursuant to Section 80.030-A of the UDO, Petitioners have the authority to initiate this Ordinance Text Amendment because they are “interested persons” as residents of Union County.  

2. Petitioners are the owners of two adjoining parcels of land located in the Deerfield Plantation Subdivision in Union County, with an address of 7510 Big Buck Trail, Waxhaw, North Carolina 28173, and also being known as Tax Parcel Nos. 06111037 and 06111038 (collectively, the “Property”). The Deerfield Plantation Subdivision is a rural neighborhood, located near but not in the Town of Waxhaw, and is zoned R-40. The parcels in Deerfield Plantation generally contain five (5) or more acres, with only a few exceptions, and all parcels that surround Petitioners’ parcels are at least five (5) acres.  

3. In evaluating the proposed ordinance text amendment, the central issue before the Board of Commissioners is whether the proposed amendment advances the public health, safety, and welfare. The proposed amendment advances the public health, safety, and welfare by
applying the UDO consistently across similar properties. In accordance with general principles of zoning law, advancement of the public health, safety, and welfare under the development ordinance requires that the zoning ordinance (1) secure a public purpose, (2) be reasonable, (3) not be confiscatory, and (4) be consistent.

a. Secures a Public Purpose. The addition of the proposed text language to Section 35.040-F would benefit the community at large. Since 1989, Petitioners have operated some administrative part of their concrete business from their home, and have utilized a small portion of their property for certain incidental business purposes. With the enactment of the UDO, Petitioners’ rural home occupation may now be a non-conforming use. Although the Petitioners’ home occupation may be “grandfathered in” as a non-conforming use pursuant to Section 90.040-A, Petitioners desire to conform with the UDO via the proposed ordinance text amendment. There are numerous other similarly situated individuals including, but not limited to, Michael Hagerman and Birgit Hagerman of 7604 Mill Pond Drive, Waxhaw, NC 28173, who own property in the Deerfield Subdivision and operate a home based business that would also benefit from the text amendment. The text amendment is for a public purpose and the greater good of the community because it permits many individuals in Union County to continue their lawful business enterprises in the rural areas in which they live consistent with the intent of the UDO.

b. Non-Confinatory. Adding the proposed language to Section 35.040-F of the UDO is not confiscatory. Confiscatory means that the regulations on the land are so extensive that the land has no economic value and is in essence a taking of property. The amendment would permit individuals in the community to engage in rural home occupations in areas that are more characteristically rural than suburban. The current UDO which prevents rural home occupations in areas where individuals own R-40-zoned lots in excess of 200,000 square feet is confiscatory in that it negatively impacts numerous County residents’ ability to earn a living and grow their businesses. The proposed text amendment would alleviate the confiscatory nature of the application of the UDO by allowing community members to operate home businesses on larger properties which are essentially rural in nature.

c. Reasonable. The ordinance text amendment proposed by Petitioners is reasonable. Rural home occupations are permitted under the UDO on RA-40 properties if the parcel is in excess of 100,000 square feet. There are R-40-zoned subdivisions in Union County such as Deerfield Plantation that are more rural and some equestrian in nature, where the vast majority of parcels are in excess of five (5) acres -- well over 200,000 square feet. Because of the rural nature of communities in Union County zoned R-40 with total land exceeding 200,000 square feet, it is reasonable to permit rural home occupations on a property zoned RA-40 with minimum square footage of 100,000 square feet and a property zoned R-40 with minimum square footage of at least 200,000 square feet.

d. Consistent with UDO. The addition of the proposed ordinance text amendment is consistent with the UDO. The consistency requirement is such that the application of the UCDO is uniform across Union County on similarly situated properties. Since Petitioners’ Property contains more than 200,000 square feet, the “suburban” description
appears to be an anomalous result under the UDO. Also, the current application of R-40 zoning to the Petitioners’ Property and other similarly situated properties is inconsistent, as the Deerfield Plantation Subdivision is better classified as rural rather than suburban because of the rural and equestrian nature of the subdivision. The inconsistency is further demonstrated in the fact that rural home occupations are permitted on RA-40-zoned properties of at least 100,000 square feet. However, Petitioners’ Property and numerous other R-40-zoned rural properties throughout Union County that are in excess of 200,000 square feet, are not permitted to engage in a rural home occupation, although their property is over double the minimum size requirement for a parcel zoned RA-40. The proposed ordinance text amendment should be approved to make the UDO more consistent with regard to rural home occupations on R-40 lots in excess of 200,000 square feet. /5 acres/

4. Because the proposed ordinance text amendment promotes the public health, safety, and welfare, the ordinance text amendment should be approved adding the language “or an R-40 zoned lot of at least 200,000 square feet” to the end of the introductory paragraph of Section 35.040-F. The text amendment would permit rural home occupations in areas of Union County where the residential subdivision is more rural in nature and the size of the property is in excess of 200,000 square feet. at least 5 acres. ○ an 8/7/15

WHEREFORE, Petitioners respectfully request that the above-described ordinance text amendment be approved and adopted as part of the UDO.

Respectfully submitted this 7th day of August 2015.

Wesley F. Faulk (NCSB # 36747)

HINSON FAULK, P.A.
309 Post Office Drive
Indian Trail, North Carolina 28079
Phone (704) 684-0034
Fax (704) 684-0035
E-mail wfaulk@hinsonfaulk.com

ATTORNEYS FOR PETITIONERS
Parcel Number
06111037

Owner
BARBEE
JOEL A &
WIFE
TERESA M

Mailing Address
7510 BIG BUCK TRL
WAXHAW
NC, 28173

Account Information
Land Value $87,600.00
Building Value $230,100.00
Total Value $317,700.00
Acreage 5.0050
Subdivision DEERFIELD PLANTATION
Description 42 DEERFIELD PLANTATION
Situs Address 7510 BIG BUCK TRAIL
Property Class RESIDENTIAL

Sales Information
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Location Information
Municipal Administration Union County
County Zoning Code R-40
Zoning Administration Union County
ETJ FEMA Zone
Fire District Waxhaw
School Assignment Information
School Census Tract Number 210.12
FEMA Panel 4484,4474
Soils TbB2,TbC2

Building Information - View Real Property Site
Total Living Area 2544
Type of Building DWELLING
Year Build 1988
Improvement Type Single family

District Voting Assignments (Jurisdictions)
Polling Place Waxhaw Bible Church
School District 6
Precinct District #20B
State House 68
Congressional District 9
Senate District 35
Parcel Number
06111038

Owner
BARBEE
JOEL ALAN
& TERESA
MCLAMB

Mailing Address
7510 BIG BUCK TR
WAXHAW
NC, 28173

Account Information
Land Value $87,600.00
Building Value $0.00
Total Value $87,600.00
Acreage 5.0040

Subdivision DEERFIELD PLANTATION
Description 41 DEERFIELD PLANTATION PH3
Situs Address BIG BUCK TRL
Property Class RESIDENTIAL

Sales Information
Sale Date Sale Amount Book & Page Grantor
12/28/2006 $80,000.00 4414 013 BARBEE CONCRETE INC
01/01/1990 $0.00
01/01/1990 $0.00

Location Information
Municipal Administration Union County
County Zoning Code R-40
Zoning Administration Union County
ETJ
Fire District Waxhaw

School
Census Tract Number 210.12
FEMA Panel 4474
FEMA Zone
Soils Tbb2,Tbc2

Building Information - View Real Property Site
Total Living Area Type of Building
Year Build Improvement Type

District Voting Assignments (Jurisdictions)
Polling Place Waxhaw Bible Church School District 6
Precinct District #20B State House 68

Congressional District 9
Senate District 35

http://gis-web.co.union.nc.us/gis/ea/Reports/UserDefined/parcelReport.cfm?objectIds=1022471&bbox=-8987778.694143783,4156969.6355159563,-8987427.0... 1/1
STATE OF NORTH CAROLINA
COUNTY OF UNION

SUPPLEMENT TO BARBEE PETITION
FOR ORDINANCE TEXT AMENDMENT
TO THE UNION COUNTY DEVELOPMENT ORDINANCE

Adjoining Property Owners

Charles W. Lockhart and Lisa Lockhart
7505 Big Buck Trail
Waxhaw, NC 28173

Timothy M. Meadows and Melissa A. Benson
7511 Big Buck Trail
Waxhaw, NC 28173

Steven C. Moore and Deborah R. Moore
7423 Mill Pond Drive
Waxhaw, NC 28173

Tony R. Myers and Nancy H. Myers
7504 Big Buck Trail
Waxhaw, NC 28173

Robert W. Sillton
7522 Big Buck Trail
Waxhaw, NC 28173

Henry T. Winkles and Sherry Allen Winkles
Mailing Address: Property Address:
3914 Watermelon Road 7415 Mill Pond Drive
APT 15A Waxhaw, NC 28173
Northport, AL 35473
August 5, 2015

Mr. Jim King
Union County Growth Management – Planning Division
500 North Main Street, Suite 70
Monroe, NC 28112

Subject: Submission of Request for Ordinance Text Amendment

Reference: Your “Final Notice of Violation” dated June 8, 2015

Dear Mr. King:

Pursuant to our recent discussions last week, we submitting our petition for an ordinance text amendment under Section 80.030 of the Unified Development Ordinance.

Since we understand that that process of obtaining the necessary approvals for such an amendment can take several months, we are again requesting that any enforcement of the Final Notice be stayed during that process. In addition we would invite you to visit our farm if you have any further questions about our business, Doggie Nirvana.

Thank you for your consideration.

Sincerely,

Michael C. Hagerman, Esq.
STATE OF NORTH CAROLINA
COUNTY OF UNION

PETITION FOR
ORDINANCE TEXT AMENDMENT
TO
THE 2014 UNIFIED DEVELOPMENT ORDINANCE OF
UNION COUNTY, NORTH CAROLINA

In the matter of: Michael C. & Birgit A. Hagerman, 7604 Mill Pond Drive, Waxhaw, North Carolina dba Doggie Nirvana LLC.

Pursuant to Section 80.030 of the 2014 Unified Development Ordinance of Union County ("UDO"), applicants Michael C. and Birgit A. Hagerman hereby petition for an ordinance text amendment as detailed in this petition.

NOW COME Michael C. and Birgit A. Hagerman, Petitioners, whose present address is 7604 Mill Pond Drive, Waxhaw, North Carolina (Deerfield Plantation), and who respectfully petition and show as follows:

1. Petitioners are the owners of a certain parcel of land located in Union County, North Carolina, being more particularly described as 7604 Mill Pond Drive, Waxhaw, NC - Tax Parcel No. 06111048 – in Deerfield Plantation. Deerfield Plantation is a rural equestrian neighborhood situated off SR 16 in Waxhaw, but in Union County and not the Town of Waxhaw itself.

2. Petitioners’ property consists of 5.0240 acres. Notably all parcels in Deerfield Plantation (with just a few exceptions) contain five or more acres, including all parcels that surround Petitioners’ parcel.

3. Petitioners’ property is presently zoned R-40, but is more in character with an RA-40 zoned parcel due to the rural and equestrian nature of Deerfield Plantation.

4. The proposed ordinance text amendment is limited to the addition of language to Section 35-040.F:

At the end of the introductory paragraph of Section 35.040-F, add:

“or an R-40 zoned parcel of at least five (5) acres.”
5. Petitioners’ request for an ordinance text amendment is based on the following facts:

a. Petitioners wish to continue to operate a small dog boarding business called “Doggie Nirvana” as a rural home occupation pursuant to Section 35.040 of the UDO. Doggie Nirvana began operation on July 1, 2013, initially limited to dogs placed through Dogvacay.com. We now take reservations through Dogvacay.com and directly.

   • Our focus is mainly on overnight boarding though we do have a few “daycare” dogs from time to time.
   • Guests basically become our dogs for the duration of their stay, and have the run of our several fenced-in yards.
   • We do not have a constant number of dogs boarded, and the number fluctuates depending on the time of year.
   • Petitioners’ dog boarding service is not a kennel. In fact we do not use kennel enclosures at all. Instead all of our guests alternate between our fenced-in yards and our house.
   • All guests sleep in our house at night, and no dog ever stays outside at night.

b. Though most of the parcels in Deerfield Plantation consist of five or more acres and better fit the description of RA-40 zoning, all parcels in Deerfield Plantation are currently zoned R-40 which incongruously makes Petitioners’ home occupation a suburban home occupation governed by Section 35.040-E. Since our parcel contains five acres (far more than 40,000 square feet), the “suburban” label appears to be an anomalous result under the UDO.

c. The Zoning Issue: Section 35.040-E(13)(i) of the UDO specifically prohibits any “animal care, grooming or boarding businesses” as a suburban home occupation. Notably, however, there is no such prohibition under the description of rural home occupations under Section 35.040-F.

d. Since the list of prohibited uses in Section 35.040-E(13)(l) was a product of the 2014 UDO revision, Petitioners’ home occupation is arguably “grandfathered in” as a Nonconforming Use pursuant to Section 90.040-A. Petitioners, however, desire to be in conformance with the UDO via the proposed ordinance text amendment.

e. To the best of our knowledge, Petitioners’ dog boarding business otherwise meets all of the relevant requirements for “home occupations” in both Sections 35.040E and 35-040-F in that:

   • We have no outside employees,
   • The business is clearly incidental to our residency and our ownership of horses; and,
   • Occupied square footage for Petitioners’ home occupation occupies far less than either the 1,000 square foot limit [Section 35.040-E(3)] or the 3,000 square feet limit [Section 35.040-F(3)] if, in fact, it can be said that it “occupies” any dedicated square footage.
6. In Petitioners’ opinion, the proposed text amendment advances the public health, safety and welfare as follows:

a. Our dog boarding business provides a unique public service by offering dog owners a more humane alternative to kennels when they leave home on vacation or business.

b. Petitioners’ business promotes the public welfare by offering our dog owner-customers piece of mind. Our customer testimonies on Dogvacay.com and our Doggie Nirvana Facebook page consistently reflect this, and the wonderful treatment their dogs receive while staying at Doggie Nirvana.

c. Petitioners’ property has multiple fences, locked gates, and an estimated half-mile of electrified ribbon topping those fences to prevent dogs from escaping the premises.

d. We work hard at all times to minimize the amount of noise our guests make during the day. As noted earlier, at no time do any dogs remain outside at night.

e. We screen most of our potential guests through “meet and greet” sessions to ensure that we do not board sick or dangerous dogs. In fact we reject dogs that are incompatible with our own dogs to ensure everyone’s safety.

f. As the Zoning Administrator’s report reflects, Petitioners’ dog boarding business is not marked by signs or even visible from either road that our parcel abuts (Mill Pond Drive and Duxbak Lane.) In fact most of the property accessed by our guests is screened by fences, hedges and trees.

g. Petitioners’ dog boarding business creates no odors or other noxious conditions.

WHEREFORE, the Petitioners respectfully request that the above-described ordinance text amendment be approved and adopted as part of the UDO at the earliest possible date.

Respectfully submitted this 5th day of August 2015.

[Signature]

Michael C. Hagerman, Esq.

[Signature]

Birgit A. Hagerman

7604 Mill Pond Drive, Waxhaw, North Carolina 28173
704-292-4988 or 704-292-4989
Summary

This is a request to amend the text of Section 35.040-F of the Union County Development Ordinance to add at the end of the introductory paragraph . . . “or an R-40 zoned lot of at least (5) five acres.” This text change would have the result of allowing Rural Home Occupations in R-40 zoning districts on lots containing at least 5 acres. Rural Home Occupations are currently only allowed on lots of at least 100,000 square feet in the RA-40 zoning district. The full text of the existing text is as follows:

“Home occupations that do not comply with all of the suburban home occupation regulations of Section 35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area.”

The proposed change reads as follows:

“Home occupations that do not comply with all of the suburban home occupation regulations of Section 35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area, or an R-40 zoned lot of at least (5) five acres.”

Discussion

In reviewing this proposed change the Planning Board and the Union County Board of Commissioners should consider several key components of the Union County Development Ordinance. The first are the differences between the R-40 zoning district and the RA-40 district. The R-40 district is defined as follows:

“The R-40, R-20 and R-15 districts are primarily intended to accommodate low- to moderate-density single-family residential development. The R-40 district is generally intended to apply in areas where central water and/or central sewer service is not widely available. The R-20 and R-15 districts are generally intended to apply in areas served by central water and central sewer facilities.”

The RA-40 district is defined as follows:

“The RA-40 district is primarily intended to accommodate agriculture, agriculture-related uses, compatible agribusiness and rural business uses and low-density residential development (including most classes of manufactured housing units). The district is generally intended to apply in areas where central water and/or central sewer service is not widely available.”
Another important thing to consider is the number of properties this text change will affect. We had staff query the GIS database for the number of R-40 zoned properties that were 5 acres or more to determine this. Based on staff’s query the text change will affect a little over 400 properties.

The Boards should also consider the differences between a Suburban Home Occupation (Section 35.040-E) and a Rural Home Occupation (Section 35.040-F). Are these differences appropriate in the R-40 district or are they better suited to the RA-40 district solely?

**Recommendation**

Staff is of the opinion that this text change is appropriate based on the fact that it only allows Rural Home Occupations on lots of 5 acres or larger. A 5 acre lot with adequate screening, as required by the ordinance, should provide adequate protection for adjacent properties while allowing limited commercial accessory uses. One addition that staff would recommend is the addition of a statement in the text that specifically protects adjacent properties in the R-40 zoning district. Staff recommends that a new statement be added under 35.040-F to read:

> “Rural Home Occupations in the R-40 district must be operated so as not to adversely affect the character of the surrounding neighborhood or create or cause a nuisance.”

The Union County Planning Board voted to recommend approval of the text amendment with the staff recommended statement.
Rural Home Occupations

Home occupations that do not comply with all of the suburban home occupation regulations of §35.040-E but that do comply with all of the regulations of this subsection are permitted in conjunction with any allowed principal residential use on RA-zoned lot of at least 100,000 square feet in area, or an R-40 zoned lot of at least (5) five acres.

1. Rural home occupations must be clearly incidental and subordinate to the subject property’s principal residential or agricultural use.

2. At least one individual engaged in a rural home occupation must reside in the principal dwelling unit on the subject property as their primary place of residence. A maximum of 3 nonresident employees are allowed with a rural home occupation.

3. Rural home occupations may be conducted within the principal dwelling unit or within an accessory building, provided that the total accessory building floor area occupied by a rural home occupation may not exceed 3,000 square feet.

4. Accessory buildings, material storage and outdoor work areas must be set back at least 300 feet from adjacent residences.

5. Any storage or outdoor work areas must be screened in accordance with at least the S2 screen requirements of §55.090-C.

6. Rural Home Occupations in the R-40 district must be operated so as not to adversely affect the character of the surrounding neighborhood or create or cause a nuisance.

67. The following uses are expressly prohibited as rural home occupations:

   a. Dispatch centers or other businesses where employees come to the site and are dispatched to other locations;

   b. Equipment or supply rental businesses;

   c. Taxi, limo, van or bus services;

   d. Tow truck services;

   e. Junk yards;

   f. Restaurants;

   g. Funeral or interment services; and

   h. Any use that does not comply with the rural home occupation regulations of this section.
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will on Monday, October 5, 2015, at 7:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments set forth below.

Proposed Amendments:

Section 35.040-F Rural Home Occupations

This amendment will allow rural home occupations to take place in R-40 zoning districts on parcels that are at least five (5) acres in size. In addition, any such rural home occupations in an R-40 district will be required to operate so as to not adversely affect the character of the surrounding neighborhood or create or cause a nuisance.

The full text and/or supporting documents relative to the proposed amendments are available for inspection and study at the Union County Planning Department located at 500 North Main Street, Suite #70, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition or amendments may contact the Planning Department at 704-283-3565.

Any person requesting a sign language interpreter or any person requesting any other special assistance needed due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West
Clerk to the Board
Sec. 23, 30, 2015

To Subscribe Call Today!
704-289-1541
Statements of Consistency for Proposed Text Amendments

TO APPROVE AMENDMENTS TO SECTION 35.040-F Rural Home Occupations

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendments is consistent with the adopted Union County Comprehensive Plan, and that adoption of the proposed text amendments is reasonable and in the public interest because the amendments (1) allow rural property owners in the R-40 district to have businesses on their properties much the same as rural property owners do in the RA-40 district; (2) expands opportunities for small business owners; and (3) provides for adequate screening and separation between business and residential uses.
Statements of Consistency for Proposed Text Amendments

TO DENY AMENDMENTS TO SECTION 35.040-F Rural Home Occupations

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendments are consistent with the Union County Land Use Plan, but that denial of the proposed text amendments is reasonable, in the public interest, and consistent with the Union County Land Use Plan because (1) the change is very broad and needs more study; and (2) the R-40 zoning district is intended to be an exclusively residential zoning district with very little commercial activity.
Clarification of Dog Boarding/Daycare Violation

At the public hearing one of the applicant’s asserted that his business was “grandfathered” under the previous development ordinance and that he was seeking to bring the business into compliance. While the matter of a grandfathered designation is not relevant to the decision of the proposed text change, the staff did want to clarify that it is our opinion that the use is NOT “grandfathered”. The property owner has the right to appeal the interpretation of the UDO Administrator to the Board of Adjustment if he/she wishes but I did not want the Commissioners to have a misunderstanding that we agree with the application’s assertion.
AGENDA ITEM
REQUEST:

MEETING DATE: 10/19/2015 DEPARTMENT: Legal Department

TITLE
Real Property Acquisition Procedure

PUBLIC HEARING: No PRESENTATION: No

INFORMATION CONTACT
Cindy Coto, County Manager

TELEPHONE NUMBERS
704-292-2625

ACTION REQUESTED: Consider approval of Real Property Acquisition Procedure

BACKGROUND
Background: During its meeting of September 21, the Board of Commissioners adopted a motion “to direct staff to come back with proposals on how we can … tighten any land purchases and make sure that we’re transparent with who we’re purchasing the properties from.” A draft operating procedure is provided for the Board’s consideration.

The footnotes are intended to provide additional information to the Board in its evaluation of the procedure; they will be removed from a final version, should one be approved. For example, Footnotes 1 and 2 raise practical concerns regarding identification of interest-owners in limited liability companies. Footnote 3 pertaining to Section 8 of the procedure indicates that the pattern jury instructions given by a judge to a jury in a condemnation action require that the real estate appraiser consider the highest and best use(s) of the property, though not imaginative or speculative uses. This is explained in light of comments during the September 21 meeting pertaining to hypothetical appraisals.

Please let us know if you have any questions.

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Financial Impact:
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REAL PROPERTY ACQUISITION PROCEDURE

PURPOSE

The purpose of this action is to establish an operating procedure (the "Procedure") for the acquisition of real property. The Procedure is intended to bring consistency and uniformity to the purchase of real estate, in service of the dual goals of (i) securing suitable property at the most economical cost, and (ii) providing transparency in the process.

APPLICABILITY

This Procedure applies only to real property acquired in fee simple. Fee simple is the full ownership of land and the most extensive estate possible. It is potentially perpetual in duration, and its holder enjoys an unconditional power to dispose of such property. Fee simple ownership should be distinguished from lesser interests in land, including easements, for which other policies are prescribed and which are thus expressly excluded from this Procedure.

VARIANCES

Although it is anticipated that this Procedure will be followed with most purchases, it is understood that exigencies may occur that would require variance from the standard process. Thus, the County Manager may vary the requirements of this operating procedure when deemed in the Manager’s best judgment to be in conflict with the goal of securing suitable property at the most economical cost. The County Manager will report any such variance to the Board of Commissioners during the process outlined below. The ultimate decision regarding adherence to the Procedure shall reside with the Board. To the extent any provisions of this Procedure exceed the requirements of applicable law, such provisions shall be deemed advisory and shall confer no rights on any other party.

PROCESS

Under the County Manager’s direction, the Executive Director, Public Works or such person’s designee(s) (the “Director”) will follow the process outlined below when seeking to acquire real property on behalf of Union County.

1. Upon being apprised of the need for purchase of real property, the Director will coordinate with staff of the applicable Department or Division to establish site selection criteria, which may include the following and other factors: use of the property, the size of property needed, demographics affecting location, applicable engineering requirements, availability, access, and relative cost.

2. Applying the established selection criteria, the Director will identify suitable sites using factors that may include, but not be limited to, the following: physical characteristics of the property, existing use of the property, location (whether within our outside municipal limits), permits and approvals that must be obtained for the intended use of the property, land uses on adjacent properties, existing improvements on the property (and the cost of removal, if
necessary), observable easements and other encumbrances (e.g. power lines, gas lines, roads…), tax value, and access to the property.

3. After initial review and through coordination with appropriate County staff, the Director will identify three or more favored sites, when practicable, and will prepare a written analysis stating the basis for such selection for presentation to the Board of Commissioners.

4. Before providing such information to the Board of Commissioners, the Director will make initial contact with the owner(s) of the favored sites to determine whether they would be willing sellers.

5. During an open meeting of the Board of Commissioners, the Director will make a presentation to the Board specifying the need for the property to be purchased, the site selection criteria, the list of potential sites, the selection of favored sites, and the basis for such selection.

6. At such meeting or a subsequent meeting, the Board of Commissioners will identify the preferred site (the “Subject Property”) and direct the County Manager to perform due diligence on the property.

7. In the event the owner of the Subject Property is a Limited Liability Company (“LLC”), the Director will identify the following persons listed in the articles of organization, the available annual report(s), and any other readily accessible documents that the owner files with the North Carolina Secretary of State: (i) the name(s) of the person(s) who executed the articles of organization, (ii) the name of the LLC’s registered agent, (ii) the name(s) of any principal company official(s), and (iv) the name(s) of any other members or managers listed in the LLC’s filings. The Director will also request that the owner identify any “interest owner,” as defined in G.S. § 57D-1-03. This information will be requested for the owner and for any LLC which is an interest owner of the owner-LLC, and it will be shared with the Board of Commissioners.

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1 Note that the requirement to reveal ownership interests in LLCs may cause reluctance by some LLC property owners to engage in any real estate transaction with the County. The public filings required of an LLC, the articles of organization and the annual reports, do not require all (or necessarily any) of the individuals or entities with an ownership interest in an LLC to be disclosed. See G.S. § 57D-2-21 for information that must be contained in articles of organization and G.S. § 57D-2-24 for information that must be included in each annual report. Because this information is not public record with the Secretary of State, this may be considered a privacy (or even trade secret) issue for many LLCs. The closely-held nature of this information is further made clear by G.S. § 57D-3-04, which provides each member of an LLC the right to certain information. One of these sets of information includes a list of names and last known business, residences, or mailing addresses of the LLC’s current interest owners, their status as member or economic interest owner, the date each became an interest owner, and, if applicable, the date of status change. Subsection (f) of this statute provides that this information regarding interest owners is subject to restrictions that may be imposed on the member’s information rights, which may include requiring the member to enter into a non-disclosure agreement regarding this information. This right to information for members is rather restricted by statute (although an operating agreement of the LLC may provide greater information rights for LLC members). It seems clear that this information regarding owner interest of LLCs may be difficult to solicit in many cases.

2 Note that there could be a long chain of LLC interest owners depending upon the structure of the LLC. For example, the owner-LLC may have one or more interest owners which are also LLCs. Each of
8. The County Attorney, after consultation with the Director, will engage a general real estate appraiser or a certified residential real estate appraiser, as appropriate, certified by the North Carolina Appraisal Board to appraise the Subject Property based upon its fair market value. It is anticipated that fair market value will be set at the amount which would be agreed upon as a fair price by an owner who wishes to sell, but is not compelled to do so, and a buyer who wishes to buy, but is not compelled to so. In arriving at the fair market value, the real estate appraiser should consider not only the use of the property at the time of the appraisal, but also all the uses to which it was then reasonably adaptable, including what the real estate appraiser finds to be the highest and best use or uses. The real estate appraiser should consider these factors in the same way in which these factors would be considered by a willing buyer and a willing seller in arriving at a fair price. The real estate appraiser should not consider imaginative or speculative uses or values.

9. The Board of Commissioners may thereafter meet in closed session, pursuant to G.S. § 143-318.11(a)(5), to establish and to instruct the County Attorney concerning the position to be taken by or on behalf of the Board of Commissioners in negotiating the price and other material terms of a contract or proposed contract for acquisition of the Subject Property.

10. The County Attorney will conduct the negotiations in such manner as deemed most expedient and, in his discretion, may utilize other real estate professionals if needed. Additional closed sessions may be held, if necessary, to finalize terms and conditions of the purchase contract.

11. The final purchase agreement will be considered by the Board of Commissioners in open session.

---

3 This description of fair market value is based on what the owner would be entitled to in a condemnation action upon challenge of the County’s valuation of property. It is based on the North Carolina model jury instructions that would be provided by a judge to the jury in any such condemnation action.

4 Pursuant to Section 1 of the Union County Board of Commissioners Policy for Use of Services for Union County Attorney, adopted on January 18, 2011, the County Attorney is authorized to handle certain matters on a routine and ongoing basis, including the handling of all real estate matters.
AGENDA ITEM
REQUEST: Wastewater Allocation Policy
MEETING DATE: 10/19/2015 DEPARTMENT: Public Works
TITLE
PUBLIC HEARING: No PRESENTATION: No
INFORMATION CONTACT TELEPHONE NUMBERS
Ed Goscicki 704-296-4212
ACTION REQUESTED: Approve Union County Wastewater Allocation Policy
BACKGROUND
Background: In 2007 through 2012 time period, Union County’s Board of Commissioners had a Sewer Allocation Policy in place to allocate wastewater treatment capacity. The Board has requested that staff evaluate how best to allocate wastewater treatment capacity during times of scarcity to ensure that capacity is available to potential non-residential customers. The suggested policy was developed in accordance with North Carolina Administrative Code (N.C.A.C.) 15A NCAC 02T .0118.
FINANCIAL IMPACT
Financial Impact: None
ATTACHMENTS:

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<tr>
<td>Wastewater Allocation Policy</td>
<td>Exhibit</td>
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Old Business - 20.
Union County, NC – Wastewater Allocation Policy

Purpose

The purpose of this policy is to allocate wastewater capacity when the County’s wastewater treatment permitted capacity is approached in accordance with North Carolina Administrative Code (N.C.A.C.) 15A NCAC 02T .0118.

Applicability

This policy applies when the Union County wastewater collection and treatment systems flow exceeds 80% of its permitted capacity based on average annual daily flow (AADF).

Policy

The determination of whether or not wastewater allocation is required for a wastewater service basin will be made by the County Manager, upon notification from the Executive Director of Public Works that a wastewater capacity scarcity exists for that basin or system based on the criteria delineated below.

In Accordance with North Carolina Administrative Code (N.C.A.C.) 15A NCAC 02T .0118, if the annual average daily flow (AADF) for a wastewater system for the previous calendar year exceeds 80% of the permitted treatment capacity for that wastewater system, and the County has not submitted to NCDENR an approvable engineering evaluation of future wastewater treatment needs for that system; or the AADF exceed 90 % of the permitted treatment capacity and the County has not obtained all permits for the construction of additional capacity for that system, then the County will begin allocating wastewater treatment capacity for new connections to the system.

Non-residential projects will be allocated 25% of available wastewater treatment capacity as determined by the Public Works Executive Director. The remaining 75% of available treatment capacity will be reserved for new residential customers. All treatment capacity for each category will be allocated on a first come, first serve manner. The Executive Director shall establish procedures and processes necessary to meet these requirements.

The treatment capacity available for allocation will be determined by taking the difference between the permitted treatment capacity of the wastewater system and the AADF of the system, less any documented permitted unconnected capacity. If after this allocation policy has been implemented, the AADF increases before the permitted treatment capacity of the system increases, the capacity available for allocation will be reduced accordingly. If the resultant available capacity is less than what has already been allocated, then no further allocation will be allowed until additional treatment capacity is available.

This policy will cease to apply once additional permitted treatment capacity is available in the wastewater system.
AGENDA ITEM
REQUEST:

<table>
<thead>
<tr>
<th>MEETING DATE:</th>
<th>10/19/2015</th>
<th>DEPARTMENT:</th>
<th>County Manager</th>
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</table>

**TITLE**
Employee Survey Update

**PUBLIC HEARING:** No  **PRESENTATION:** Yes

**INFORMATION CONTACT**
Cynthia A. Coto County Manager  
704-292-2625

**ACTIONS REQUESTED:** Information Only

**BACKGROUND**
Background: Chairman Helms requested an update on the employee survey including the presentation that is being made to all employee groups.

A total of 40 meetings have been held with employees in which an overview of survey results were provided, questions answered and observations and feedback obtained.

Additionally, the County’s Leadership Team spent September 30 and October 1 in an out of the office retreat facilitated by consultants from Workplace Dynamics. These two days were primarily focused on working to better develop and strengthen our team. The group made significant progress toward becoming a more cohesive group that I believe further refines the County reorganization that took place in 2012. The work we did also focused on responding to the survey feedback that indicated a disconnect at the upper management level. Specifically, we are working on the areas identified as our greatest challenges:

- Growing engagement in employees who feel under-resourced.
- Building confidence in top leadership and direction of Union County.

There was also initial development of a process that will insure opportunities for staff input into decision making, where appropriate. I am excited about this opportunity to involve a cross section of our staff in the strategic work that we do as an organization.
The next steps in the work that is a result of the feedback received from the employee survey include:

- Division Director work session with Workplace Dynamics Consultant
- Development and implementation of a Countywide Communication Plan in which we will be seeking employee input
- Working with specific Departments on improvement areas as identified in the survey.

**FINANCIAL IMPACT**

Financial Impact: N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Sample Presentation</td>
<td>Presentation</td>
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</table>
SAMPLE DEPARTMENT

Employee Survey Results
ENGAGEMENT SURVEY FACTS

Survey Conducted: April 20, 2015 to May 7, 2015
Surveys Sent: 923
Responses: 720
Response Rate: 78% (72% is the average response rate)

Comments and Improvement Ideas: 1200

Benchmarks:
  5 of the 11 organizations in the benchmark were named as Top Workplaces.

Union County last conducted a survey 19 years ago.

This represents a bold step and is a critical starting point.
OrgHealth™ evaluates whether your company is likely to succeed in the long term:

having a clear sense of direction, executing brilliantly, innovating and making employees feel valued.

We see that employees, above everything else, want to work at companies with high levels of OrgHealth™.

My Job measures how employees feel about their day-to-day job: their managers, compensation, work/life balance and opportunities for career development.

These are important to provide but are not areas that make people feel passionate about the organization.
KEY FINDINGS

Strengths

1. **Strong managers:** All My Manager statements are above the industry benchmark. Manager scores are strong in most departments. Scores were highest among team members, suggesting strength in front-line managers.

2. **Ample training:** Employees are getting the formal training they want. 6 departments were significantly above the industry benchmark. New employees were also well above the benchmark, suggesting good onboarding.

3. **Meaningful jobs:** 74% of employees agree that their job makes them feel like they are part of something meaningful. Scores are stronger in employees with less than 10 years of tenure.
KEY FINDINGS

Opportunities

1. **Pockets of negativity**: Pockets of negativity adversely impact a) the ability to provide quality services to a growing Union County and b) internal transformation efforts.

2. **Top alignment**: Lack of top alignment in direction and values as perceived by selected groups can pose significant challenges to the Organizational Transformation.

3. **Low engagement & disconnection from top management**: This can cause transformation stagnation and feed negativity. Only 40% of Union County employees are engaged. Several departments had low engagement scores. Managers are struggling with motivation.

4. **Concerns around efficiency**: Increased accountability and structure (e.g., processes policies, procedures) have been implemented to protect the organization and employee. This has contributed to the perception of decreased efficiency for many employees.
I believe Union County is going in the right direction

I have confidence in the leader of Union County

Union County operates by strong values and ethics

Alignment
Average Scores of Statements - April 2015

+8%
+10%
+13%

Neutral  Slightly Agree  Agree

3 3.5 4 4.5 5

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There is good inter-departmental cooperation at Union County.

Senior managers understand what is really happening at Union County.

At Union County, we do things efficiently and well.

New ideas are encouraged at Union County.

Execution
Average Scores of Statements - April 2015

- Senior managers understand what is really happening at Union County: +27%
- At Union County, we do things efficiently and well: +23%
- New ideas are encouraged at Union County: +18%
- There is good inter-departmental cooperation at Union County: -8%
My job makes me feel like I am part of something meaningful

I feel well-informed about important decisions at Union County

Union County enables me to work at my full potential

I feel genuinely appreciated at Union County

My job makes me feel like I am part of something meaningful

Average Scores of Statements - April 2015

Connection

+46% +30% +17% -1%
There is not a lot of negativity at my workplace.

This job has met or exceeded the expectations I had when I started.

I have the flexibility I need to balance my work and personal life.

I get the formal training I want for my career.

My Work
Average Scores of Statements - April 2015

- I get the formal training I want for my career: +46%
- I have the flexibility I need to balance my work and personal life: +39%
- This job has met or exceeded the expectations I had when I started: +14%
- There is not a lot of negativity at my workplace: +10%
My Manager
Average Scores of Statements - April 2015

- My manager makes it easier to do my job well: +44%
- My manager helps me learn and grow: +43%
- My manager cares about my concerns: +35%
My benefits package is good compared to others in this industry.

My pay is fair for the work I do.

Average Scores of Statements - April 2015

- My pay is fair for the work I do: +55%
- My benefits package is good compared to others in this industry: +23%
NEXT STEPS

• Begin opening lines of communication by sharing survey results with employees.

• Senior managers alignment and communication on direction and values (with special attention to manager interactions with direct reports).
NEXT STEPS

- Group events in which people interact to identify issues, develop solutions, and prioritize action plans to address the issues
  - At the department level for local issues
  - At the senior leadership team level where department actions alone can’t address the issues

- Negativity and low engagement pockets need to be addressed, using a cost-effective, time-effective approach that addresses target levels.

- Intervene with low-scoring departments.