Rutherford County

RUTHERFORD COUNTY COMMISSIONERS MEETING AGENDA
9/9/2013 6:00 PM

I. Call to Order

A. Pledge of Allegiance

B. Approval of Agenda

II. Public Hearing

A. Rural Operating Assistance Program Page 1

III. Public Comments

Citizens who wish to speak must register with the Human Resources Director who will be located in the Board Meeting Room. Comments should be limited to three (3) minutes. Written comments submitted prior to the Board meeting will be copied and distributed to the County Commissioners.

IV. Consent Agenda

A. Minutes of June 19, 2013 Page 5

B. Minutes of August 5, 2013 Page 19

C. Minutes of Special Meeting of August 19, 2013 Page 33

D. Tax Refunds and Releases - September 9, 2013 Page 36

V. Commissioners/Appointments

A. Special Presentation - Smoky/Western Area Mental Health (LME/MCO) Page 67

B. Smoky/Western Area Mental Health LME/MCO Governance Page 68

C. Economic Development Commission Appointments Page 84

VI. Old Business

A. Mental Health Dissolution Funds Page 88

B. Enhanced Recycling Contracts Page 90

VII. New Business

A. Personnel Policy Change Page 91

B. Contract for Electronic Recyling Page 96

C. Sewer Systems Study Page 107

D. Amended Revenue Department Implementation Project Ordinance Page 114

E. Budget Amendments Page 117

VIII. Information

A. Tax Collector's Report - September 9, 2013 Page 136

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Rural Operating Assistance Program
Department:	Governing Body
Summary:	The public hearing is to inform the public of the opportunity to comment on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than September 16, 2013 by the County of Rutherford.
Budget:	NA
Action Needed for Approval:	Motion to approve filing ROAP application to State of North Carolina.
Contact Information:	Kerry Giles, Transportation Services Director 288-4505 kerry.giles@rutherfordcountync.gov

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Attachments / click to download

- Agenda Submittal Form.
- Public Hearing Notice
- ROAP Resolution

Public Hearing Notice

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than September 16, 2013 by the county of Rutherford. The public hearing will be held on September 9, 2013 at 6:00 pm at the Rutherford County commissioners meeting in the Ellenboro Fire Department located at 175 Depot Street, Ellenboro, NC. Rutherford County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact Kerry Giles, Transportation Services Director, as soon as possible so that arrangements can be made. The programs included in the Rural Operating Assistance Program application are:

1. Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the public transportation of elderly and disabled citizens.
2. Employment Transportation Assistance Program provides operating assistance for the public transportation of persons with employment related transportation needs.
3. Rural General Public (RGP) Program provides operating assistance for the public transportation of persons living in non-urban areas of the county.

The period of performance for Rural Operating Assistance Program funds is July 1, 2013 through June 30, 2014. The FY2013-14 ROAP individual program totals are:

PROGRAM	TOTAL
EDTAP	$74552
EMPL	$27895
RGP	$95362
TOTAL	**$197809**

This application may be inspected at the Rutherford County Transit Office located at 294 Fairgrounds Road, Spindale, NC 28160 from 8:30 am – 5:00 pm Monday-Friday. Written comments should be directed to Kerry Giles, Transportation Services Director, at 294 Fairgrounds Road, Spindale, NC 28160 or kerry.giles@rutherfordcountync.gov, before September 9, 2013.

CERTIFIED STATEMENT
FY2014
RURAL OPERATING ASSISTANCE PROGRAM
County of **Rutherford**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2013 to June 30, 2014 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Rutherford North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2014 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in a semi-annual report and a final year-end report to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2014 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	$74,552	$74,552
Employment Transportation Assistance Program (EMPL)	$27,895	$27,895
Rural General Public Program (RGP)	$95,362	$95,362
TOTAL	$197,809	$197,809

WITNESS my hand and county seal, this 9th day of September , 2013 .

Signature of Board of County Manager/Administrator

Carl Classen

Printed Name of County Manager/Administrator

State of North Carolina County of Rutherford

County Seal Here

Signature of Board of County Commissioners Chairperson

Julius Owens

Printed Name of Chairperson

Signature of County Finance Officer

Paula Roach

Printed Name of County Finance Officer

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Minutes of June 19, 2013
Department:	Governing Body
Summary:	NA
Budget:	NA
Action Needed for Approval:	Approve minutes of Special Meeting of June 19, 2013
Contact Information:	Hazel Haynes, Clerk to the Board 287-6045 hazel.haynes@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Minutes of June 19, 2013

MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD AT THE RUTHERFORD COUNTY OFFICE BUILDING IN THE COUNTY COMMISSIONERS' MEETING ROOM ON JUNE 19, 2013 AT 10:00 A.M.

PRESENT: CHAIRMAN JULIUS OWENS
VICE CHAIRMAN WILLIAM ECKLER
GREG LOVELACE
EDDIE HOLLAND
ROGER RICHARD

ALSO PRESENT: EDC BOARD MEMBERS

* * * * * * * * * *

CALL TO ORDER

Chairman Julius Owens called the meeting order.

County Manager Carl Classen requested that he be appointed as temporary Deputy Clerk to the Board of Commissioners while the Clerk, Hazel Haynes, is on vacation. Commissioner Eckler made a motion for the appointment and Commissioner Richard second. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commisioners voting no; no Commisioners excused; and no Commissioners absent.

Refinancing 2013

Carl Classen, County Manager turned the meeting over to Finance Director Paula Roach and Matt Stephens.

Mr. Stephens discussed how SunTrust had the best rates for the 2003A (School Projects-repairs to RS Middle and Forest City Elementary) and 2006 GO Bonds (Water/Sewer infrastructure Projects). The savings on these projects with SunTrust are estimated to be $99,940.

Mr. Stephens discussed the savings of $441,810 for the 2007 COP (Rutherfordton Elementary) project.

Chairman Owens asked for comments or questions with no response.

Commissioner Holland motioned to approve the Findings Resolution as presented and Commissioner Eckler second. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commisioners voting no; no Commisioners excused; and no Commissioners absent.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE

WHEREAS, the Board of Commissioners is considering the issuance of bonds of the County of Rutherford, North Carolina (the "County") which shall be for the following purposes and in the following maximum amount:

> Not to exceed $1,750,000 of General Obligation Refunding Bond to pay the costs of refunding in advance of their maturities $785,000 aggregate principal amount of the County of Rutherford, North Carolina General Obligation School Bonds, Series 2003A maturing on and after June 1, 2014 and $770,000 aggregate principal amount of the County of Rutherford, North Carolina General Obligation Bonds, Series 2006 maturing on and after June 1, 2017.

WHEREAS, certain findings of fact by the Board of Commissioners must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Article 4 of Chapter 159 of the General Statutes, Section 52.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners meeting in open session on the 19th day of June, 2013, has made the following factual findings in regard to this matter:

Facts Regarding Necessity of Proposed Financing. The proposed bonds are necessary and expedient to lower debt service costs to the County.

Facts Supporting the Amount of Bonds Proposed. The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

Past Debt Management Polices. The County's debt management policies and procedures are in compliance with the law.

No Default. The County is not in default on any of its debt obligations.

Issuance of Debt. The schedule for issuing the bonds does not require a property tax increase. The schedule for issuance calls for issuing all of the bonds in Fiscal Year 2014, but issuance may be delayed until such time as the County receives sufficient net present value savings therefrom.

Financing Team. The County Manager and the Finance Director, each acting on behalf of the County, with advice from the County Attorney, also acting on behalf of the County, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, Charlotte, North Carolina, as bond counsel, and (2) retain Stephens Inc., Charlotte, North Carolina, as structuring agent for the bonds.

Upon motion of Commissioner Holland, the foregoing order titled: "**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**" was adopted by the following vote:

Ayes: Owens, Eckler, Holland, Lovelace, Richard

Nays: None

PASSED, ADOPTED AND APPROVED this 19th day of June, 2013.

Commissioner Eckler motioned to approve the Bond Order as presented and Commissioner Holland second. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commisioners voting no; no Commisioners excused; and no Commissioners absent.

BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $1,750,000 GENERAL OBLIGATION REFUNDING BOND OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA

WHEREAS, the County of Rutherford, North Carolina (the "County") has issued $1,480,000 aggregate principal amount of its General Obligation School Bonds, Series 2003A (the "2003A Bonds");

WHEREAS, the Board of Commissioners (the "Board") of the County deems it advisable to refund $785,000 in aggregate principal amount of the 2003A Bonds maturing on and after June 1, 2014;

WHEREAS, the County has issued $1,520,000 aggregate principal amount of its General Obligation Bonds, Series 2006 (the "2006 Bonds");

WHEREAS, the Board of the County deems it advisable to refund $770,000 in aggregate principal amount of the 2006 Bonds maturing on and after June 1, 2017;

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

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

The Board deems it advisable to refund $785,000 in aggregate principal amount of the 2003A Bonds maturing on and after June 1, 2014.

The Board deems it advisable to refund $770,000 in aggregate principal amount of the 2006 Bonds maturing on and after June 1, 2017.

To raise the money required to pay the costs of refunding the 2003A Bonds and the 2006 Bonds, as set forth above, General Obligation Refunding Bond of the County of Rutherford, North Carolina is hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bond authorized by this bond order shall be and not exceed $1,750,000.

An ad valorem tax shall be levied to pay the principal of and interest on said General Obligation Refunding Bond when due, which shall be annually levied and collected.

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

This bond order shall take effect on its adoption.

The Deputy Clerk to the Board of Commissioners is directed to publish a notice of adoption as prescribed by The Local Government Bond Act, the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $1,750,000 GENERAL OBLIGATION REFUNDING BOND OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA**", which was introduced at the meeting of the Board of Commissioners held on June 19, 2013.

Upon motion of Vice Chairman Eckler and Commissioner Holland seconded, the foregoing order titled: "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $1,750,000 GENERAL OBLIGATION REFUNDING BOND OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA**", was adopted by the following vote:

Ayes: Owens, Eckler, Holland, Lovelace, Richard
Nays: None

PASSED, ADOPTED AND APPROVED this 19th day of June, 2013.

Commissioner Lovelace motioned to adopt the Bond Resolution and Commissioner Holland seconded. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commisioners voting no; no Commisioners excused; and no Commissioners absent.

A Resolution of the Board of Commissioners of the County of Rutherford, North Carolina Providing for the Issuance of a Not to Exceed $1,750,000 General Obligation Refunding Bond, Series 2013 of the County of Rutherford, North Carolina

WHEREA*S*, the Bond Order (as defined below) has been adopted, and it is desirable to make provision for the issuance of the Bond authorized by the Bond Order;

WHEREAS, the County of Rutherford, North Carolina (the "*County*") desires to issue its General Obligation Refunding Bond, Series 2013 (the "*Bond*") and to request that the Local Government Commission (the "*Commission*") sell the Bond to STI Institutional & Government, Inc. (the "*Bank*"), in accordance with the terms provided herein;

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

Section 1. For purposes of this Resolution, in addition to the words defined above, the following words will have the meanings ascribed to them below:

"Bond Order" means the Bond Order authorizing the General Obligation Refunding Bond adopted by the Board of Commissioners on June 19, 2013 and effective on its adoption.

"*Bond"* means the County's General Obligation Refunding Bond, Series 2013, authorized under the Bond Order.
"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"*Escrow Agent*" means Regions Bank, and its successors and assigns.

"*Escrow Agreement*" means the Escrow Agreement dated as of July 1, 2013 between the County and the Escrow Agent, and any amendments thereto.

"*Federal Securities*" means, to the extent permitted by the General Statutes of North Carolina, as amended, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the Escrow Agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bond is rated by Moody's, and S&P, if the Bond is rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

"*Moody's*" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*Moody's*" will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the County.

"*Pricing Certificate*" means the certificate of the County's Finance Director delivered in connection with the issuance of the Bond which establishes the final maturity amounts, the interest payment dates and the provisions for redemption.

"*2003A Bonds*" means the $1,480,000 aggregate principal amount of the County's General Obligation School Bonds, Series 2003A, of which $785,000 is currently outstanding.

"*2006 Bonds*" means the $1,520,000 aggregate principal amount of the County's General Obligation Bonds, Series 2006, of which $995,000 is currently outstanding.

"*Refunded Bonds*" means, collectively, the Refunded 2003A Bonds and the Refunded 2006 Bonds

"*Refunded 2003A Bonds*" means the 2003A Bonds maturing on or after June 1, 2014.

"*Refunded 2006 Bonds*" means the 2006 Bonds maturing on or after June 1, 2017.

"*Registrar*" means the bond registrar, or alternate or successor registrars selected by the County pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina.

"*S&P*" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*S&P*" will be deemed to refer to any other nationally recognized rating agency other than Moody's designated by the County.

Section 2. The County shall issue its Bond in an aggregate principal amount not to exceed $1,750,000.

Section 3. The Bond shall be dated as of its date of issuance and is payable on June 1, 2026. The Bond shall pay interest semiannually on June 1 and December 1, beginning December 1, 2013, unless the County Finance Director establishes different dates in her Pricing Certificate. The Bond is being issued to refund the Refunded 2003A Bonds and the Refunded 2006 Bonds pursuant to and in accordance with the Bond Order.

Section 4. The Bond is to be numbered "R-1" and shall bear interest from its date at a rate of 2.02% computed on the basis of a 360-day year of twelve 30-day months.

Section 5. The Bond shall be registered as to principal and interest, and the Finance Director of the County is directed to maintain the registration records with respect thereto. The Bond shall bear the original or facsimile signatures of the Chairman of the Board or County Manager of the County and the Clerk or Deputy Clerk to the Board. An original or facsimile of the seal of the County is to be imprinted on the Bond.

Section 6. The Pricing Certificate shall designate any optional redemption provision with respect to the Bond.

Unless the County Finance Director changes the dates or the amounts in her Pricing Certificate, the Bond is subject to redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each December 1 and June 1 in the years and in the amounts as follows:

DATE	PRINCIPAL AMOUNT	DATE	PRINCIPAL AMOUNT
12/1/2013	$56,000	6/1/2020	$83,000
6/1/2014	51,000	12/1/2020	77,000
12/1/2014	50,000	6/1/2021	79,000
6/1/2015	51,000	12/1/2021	77,000
12/1/2015	50,000	6/1/2022	77,000
6/1/2016	51,000	12/1/2022	74,000
12/1/2016	87,000	6/1/2023	75,000
6/1/2017	88,000	12/1/2023	39,000
12/1/2017	86,000	6/1/2024	39,000
6/1/2018	86,000	12/1/2024	38,000
12/1/2018	84,000	6/1/2025	39,000
6/1/2019	84,000	12/1/2025	47,000
12/1/19	82,000	6/1/2026*	48,000

* Maturity

Section 7. The Bond and the provisions for the registration of the Bond and for the approval of the Bond by the Secretary of the Commission are to be in substantially the form set forth in Appendix A hereto.

Section 8. The Finance Director of the County is hereby authorized to execute a no-arbitrage certificate with respect to the Bond in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 9. The Finance Director is hereby directed to create and establish a special fund to be designated "County of Rutherford, North Carolina General Obligation Bonds, Series 2013 Cost of Issuance Fund" (the "Cost of Issuance Fund"). From the proceeds of the Bond, the State Treasurer shall transfer an amount as provided in the Pricing Certificate to the Escrow Agent for deposit in the Escrow Fund (as defined in the Escrow Agreement) created under the Escrow Agreement in accordance with the terms of the Escrow Agreement. The State Treasurer shall hold the amount provided in the Pricing Certificate needed to redeem the Refunded 2003A Bonds. As soon as the redemption requirements for the Refunded 2003A Bonds permit, the State Treasurer shall transfer to DTC or its nominee as registered owner of the Refunded 2003A Bonds the amount shown in the Pricing Certificate needed to redeem the Refunded 2003A Bonds. The State Treasurer shall deposit the remaining proceeds of the Bond into the Cost of Issuance Fund. The County Manager and Finance Director of the County are hereby authorized and directed to enter into the Escrow Agreement, a form of which has been made available to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Board's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Escrow Agreement presented to the Board, and that from and after the execution and delivery of the Escrow Agreement, the County Manager and the Finance Director are hereby authorized, empowered and directed 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 Escrow Agreement as executed. Proceeds on deposit in the Cost of Issuance Fund shall be used to pay the costs of issuance of the Bond. Funds on deposit in the Cost of Issuance Fund shall be invested and reinvested by the Finance Director as permitted by the laws of the State of North Carolina. To the extent any funds remain in the

Cost of Issuance Fund on November 15, 2013, the Finance Director shall apply the remaining proceeds of the Bond to pay interest on the Bond on December 1, 2013.

Section 10. Actions taken by officials of the County to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 11. The Commission is hereby requested to sell the Bond to the Bank subject to the provisions hereof. The Bond will be non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission.

Section 12. The Chairman of the Board, the County Manager, the Finance Director and the Clerk or Deputy Clerk to the Board of the County are hereby authorized and directed to cause the Bond to be prepared and, when they shall have been duly sold by the Commission, to execute the Bond and to turn the Bond over to the registrar and transfer agent of the County for delivery to the Bank.

Section 13. The Chairman of the Board, the County Manager, the Finance Director and the Clerk or Deputy Clerk to the Board of the County are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. All other amendments or supplements to this Resolution require the consent of the owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable.

Any act done pursuant to a modification or amendment consented to by the owner of the Bond is binding on all owners of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the County from taking any action pursuant to a modification or amendment.

Section 15. Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the County causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owner of the Bond the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or

trust account with the Escrow Agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, such Bond shall be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the County receives an opinion of a nationally recognized verification firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the County shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the County, for the mailing of a notice to the owner of the Bond that such moneys are so available for such payment.

Section 16. All acts and doings of the Chairman of the Board, the County Manager, the Finance Director of the County and the Clerk or Deputy Clerk to the Board that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond are in all respects approved and confirmed.

Section 17. If any one or more of the agreements or provisions herein contained 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 for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bond authorized hereunder.

Section 18. 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 19. This Bond Resolution is effective on its adoption.

Upon motion of Commissioner lovelace and Commissioner Holland seconded, the foregoing order titled: "***A Resolution of the Board of Commissioners of the County of Rutherford, North Carolina Providing for the Issuance of a Not to Exceed $1,750,000 General Obligation Refunding Bond, Series 2013 of the County of Rutherford, North Carolina"***, was adopted by the following vote:

Ayes: Owens, Eckler, Holland, Lovelace, Richard
Nays: None

PASSED, ADOPTED AND APPROVED This 19th Day Of June, 2013.

Commissioner Eckler moved to approve the Resolution as presented to Authorize the County to enter into the Contract Agreement and the Escrow Agreement for the 2007 COPS Refunding and Commissioner Lovelace second. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commisioners voting no; no Commisioners excused; and no Commissioners absent.

RESOLUTION OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT TO PROVIDE FOR THE REFINANCING OF EXISTING COUNTY OBLIGATIONS

WHEREAS, the County of Rutherford, North Carolina (the *"County"*) is a political subdivision validly existing under the Constitution, statutes and laws of the State (the *"State"*);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment purchase contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

WHEREAS, the County has previously entered into an Installment Financing Contract dated as of December 1, 2007 (the *"2007 Contract"*) with the Rutherford County Public Facilities Company (the *"Corporation"*) in order to finance the acquisition, construction and equipping of a new Rutherfordton Elementary School (the *"2007 Project"*) and provided a security interest in the new Rutherfordton Elementary School and the site on which it is located through a Deed of Trust and Security Agreement dated as of December 1, 2007 (the *"2007 Deed of Trust"*), from the County to the deed of trust trustee named therein; and

WHEREAS, the Board of Commissioners of the County of Rutherford, North Carolina (the *"Board of Commissioners"*), determines that it is in the best interest of the County to enter into an amendment to the 2007 Contract (the *"First Amendment"*) with the Corporation to refinance a portion of its installment payment obligations under the 2007 Contract;

WHEREAS, the Board hereby reaffirms each of the findings it made with respect to the 2007 Contract in the resolutions adopted by the Board on October 1, 2007 and November 5, 2007;

WHEREAS, the Corporation will execute and deliver a Certificate of Participation, Series 2013, Evidencing Proportionate Undivided Interests in Rights to Receive Revenues Pursuant to the 2007 Contract (the *"2013 Certificate"*) to STI Institutional & Government, Inc. to provide the funds to refinance a portion of the County's installment payment obligations under the 2007 Contract;

WHEREAS, there have been described to the Board of Commissioners forms of the First Amendment and an Escrow Agreement to be dated as of July 1, 2013 (the *"Escrow Agreement,"* and together with the First Amendment, the *"Instruments"*) between the County and Regions Bank, as escrow agent, copies of which have been made available to the Board of Commissioners, which the Board of Commissioners proposes to approve, enter into and deliver to effectuate the proposed refinancing;

WHEREAS, it appears that the Instruments are in appropriate form and are appropriate instruments for the purposes intended;

WHEREAS, the County has filed an application with the LGC for approval of the First Amendment; and

WHEREAS, Parker Poe Adams & Bernstein LLP will serve as bond counsel and Stephens Inc. will serve as structuring agent (collectively, the "*Financing Team*") to the County.

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF RUTHERFORD, NORTH CAROLINA, AS FOLLOWS*:**

Section 1. ***Ratification of First Amendment.*** That all actions of the County, the Chairman of the Board of Commissioners (the *"Chairman"*), the Clerk to the Board of Commissioners (the *"Clerk"*), the County Manager, the County Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the First Amendment.

Section 2. ***Authorization to Execute the First Amendment.*** That the County approves the refinancing of a portion of its installment payment obligations under the 2007 Contract in accordance with the terms of the First Amendment, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the First Amendment shall be and the same hereby are in all respects authorized, approved and confirmed, and the Chairman, the Clerk and the County Manager and their respective designees shall be and they hereby are authorized, empowered and directed to execute and deliver the First Amendment, including necessary counterparts, in substantially the form and content presented to the Board of Commissioners, but with such changes, modifications, additions or deletions therein as to them seems necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the First Amendment presented to the Board of Commissioners, and that from and after the execution and delivery of the First Amendment, the Chairman, the Clerk, the County Manager and the County Finance Director are hereby authorized, empowered and directed 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 First Amendment as executed.

Section 3. ***Authorization to Execute the Escrow Agreement.*** That the form and content of the Escrow Agreement shall be and the same hereby are in all respects authorized, approved and confirmed, and the Chairman, the Clerk and the County Manager and their respective designees shall be and they hereby are authorized, empowered and directed to execute and deliver the Escrow Agreement, including necessary counterparts, in substantially the form and content presented to the Board of Commissioners, but with such changes, modifications, additions or deletions therein as to them seems necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Escrow Agreement presented to the Board of Commissioners, and that from and after the execution and delivery of the Escrow Agreement, the Chairman, the Clerk, the County Manager and the County Finance Director are hereby authorized, empowered and directed 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 Escrow Agreement as executed.

Section 4. ***County Representative.*** That the Chairman, the County Manager and Finance Director are hereby designated as the County's Representative to act on behalf of the County in connection with the transaction contemplated by the First Amendment, and the Chairman, the County Manager and Finance Director are authorized to proceed with the refunding in accordance with the First Amendment and to seek opinions as a matter of law from the County Attorney, which County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as

required by law. The Chairman, the Clerk, the County Manager and the Finance Director of the County or their respective designees are hereby authorized, empowered and directed 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 the First Amendment or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 5. ***Savings Threshold.*** That the Chairman, the County Manager and the Finance Director are hereby authorized to do any and all other things necessary to complete the steps necessary for the execution and delivery of the First Amendment, but the County will not execute and deliver the First Amendment unless the refinancing resulting therefrom results in an aggregate net present value savings to the County of at least 3.0% of the principal amount refinanced, as shown in the financing statistics produced by the structuring agent.

Section 6. ***Financing Team****.* The Financing Team is hereby approved.

Section 7. ***Severability.*** That if any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration does not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. ***Repealer.*** That all motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. ***Effective Date****.* That this Resolution is effective on the date of its adoption.

Upon motion of Commissioner Holland, the foregoing order titled: "***Resolution Of The County Of Rutherford, North Carolina Approving An Amendment To An Installment Financing Contract To Provide For The Refinancing Of Existing County Obligations***" was adopted by the following vote:

Ayes: Owens, Eckler, Holland, Lovelace, Richard
Nays: None

PASSED, ADOPTED AND APPROVED this 19th day of June, 2013.

ECONOMIC DEVELOPMENT/STRATEGIC PLAN

Chairman Terry Hines called the EDC meeting to order at 10:13 AM

Matt Blackwell introduced Robin Spinks with Greenfield, who spoke about the Economic Development Strategic Plan for Rutherford County. She spoke about strengths, weaknesses, opportunities and threats. She pointed out that our population and labor area was significant. The county has significant tourism assets, especially Chimney Rock and Lake Lure. Our weakness was lack of functional buildings and being a hour away from a commercial airport and no interstate access.

Matt Blackwell stated that the strategic plan would be placed on the EDC website for future reference.

Commissioner Owens stated to focus on the strengths and making things happen. He also mentioned showing appreciation to our existing industries. He showed appreciation to Robins Spinks and the EDC Board for the presentation. He also thanked the representatives from the town's and Isothermal Community College.

Commissioner Owens motioned for the County Manager to make an action plan with EDC to be brought before the Commissioners and Commissioner Lovelace second the motion. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commisioners voting no; no Commisioners excused; and no Commissioners absent

CLOSED SESSION/ATTORNEY CLIENT/N.C.G.S. 143-318.11(a)(3)

Commissioner Eckler made a motion that the Board go into Closed Session for an Attorney Client issue.and that Richard Williams and Brooke Watson be included in the Closed Session. Commissioner Lovelace second the motion. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commissioners voting no; no Commissioners excused; and no Commissioners absent.

11:45 A.M. - The Board went into Closed Session.
12:05 P.M. - The Board returned to regular session.

ADJOURNMENT

Commissioner Holland made a motion to adjourn. The motion passed with Commissioners Owens, Eckler, Lovelace, Holland, and Richard voting aye; no Commissioners voting no; no Commissioners excused; and no Commissioners absent.

12:05 P.M. - Adjourned.

_____
Chairman, Board of Commissioners

_____
Vice Chairman, Board of Commissioners

Attest:

_____
Clerk, Board of Commissioners

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Minutes of August 5, 2013
Department:	Governing Body
Summary:	NA
Budget:	NA
Action Needed for Approval:	Approve minutes of regular meeting of August 5, 2013
Contact Information:	Hazel Haynes, Clerk to the Board 287-6045 hazel.haynes@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Minutes of August 5, 2013

MINUTES OF THE MEETING OF THE RUTHERFORD COUNTY BOARD OF COMMISSIONERS HELD AT THE RUTHERFORD COUNTY OFFICE BUILDING IN THE COUNTY COMMISSIONERS' MEETING ROOM ON AUGUST 5, 2013 AT 6:00 P.M.

PRESENT: CHAIRMAN JULIUS OWENS
VICE CHAIRMAN WILLIAM ECKLER
EDDIE HOLLAND
GREG LOVELACE
ROGER RICHARD

*** * * * * * * * * ***

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Owens called the meeting to order. Vice Chairman Eckler led in the Pledge of Allegiance.

AGENDA

Commissioner Richard moved to remove the minutes of the June 19, 2013 meeting from the agenda due to inaccuracies. Commissioner Lovelace seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

Commissioner Lovelace moved that the agenda of the August 5, 2013 meeting be approved. After a second by Commissioner Ecker, the motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

PUBLIC HEARING/VOLUNTARY FARMLAND PRESERVATION ORDINANCE

Chairman Owens advised that the Public Hearing on the Voluntary Farmland Preservation Ordinance had been canceled.

PUBLIC HEARING/DEVELOPMENT MORATORIUM ON COMMERCIAL SOLAR FARMS

6:07 P.M. - Chairman Owens declared the public hearing to be open to hear comments on a development moratorium of commercial solar farms.

The consensus of the Board was to establish of time lime of three minutes per speaker.

Mr. Clyde Keller stated that he was in favor of solar power as he believed it would be a significant contributor to energy needs; however, he requested that the County Commissioners insist that the installation of solar farms does not impact on neighboring property.

Mr. Kenny Coffey said a proposed site of a solar farm is in his backyard. Fourteen properties are connected to this site. Seventeen complaints have been filed with the Utilities Commission.

Ms. Lori Murphy told those present that in order to attract jobs to the county, citizens must accept change and be willing to make sacrifices as industries such as the solar farms must be in somebody's back yard. Waiting nine months to approve these would mean tax incentives would expire and other locations will be very glad to accept them.

Mr. Greg Hils asked that consideration must be given to what other counties have done as some counties are already receiving funds. He asked that a special board be assigned the task of researching and reporting in possibly a 90-day time frame.

Ms. Stephanie Beaumont advised that Clay County had allowed a 60-day moratorium on solar farms. If this time frame worked for Clay County, she believed a nine months' moratorium was unreasonable.

Mr. Ben Edwards offered to serve on a small group that could review and re-draft model legislation that is already in place so the nine-month moratorium could be reduced.

Ms. Colleen Grossell said solar farm projects are private businesses. No more government regulations are needed. This is an opportunity for money to flow into Rutherford County.

Ms. Lois Broughton was against the moratorium. She did not understand why it would take nine months to decide whether it is a wise move for Rutherford County.

Mr. Bobby Jones spoke in opposition to the moratorium and cited the fragile nature of this entrepreneurial effort. He also had concerns about tax incentives that are offered.

Mr. Kim Warner, a member of the Planning Commission, said the moratorium is designed to protect.

Mr. Timothy Murphy wants the shortest possible moratorium as it is best to take advantage of tax incentives before they expire.

Mr. John Biddle, also a member of the Planning Commission, said there was interest in building these farms in the county; however, presently there are no rules or regulations pertaining to solar farms. There are a lot of questions and he believed that nine months was not unreasonable to complete the research.

Vice Chairman Eckler pointed out that a special committee had been formed as part of the Planning Commission. The moratorium is not an attempt to stop business, but the Planning Commission felt it is necessary to investigate though he did not anticipate that it would take nine months.

Mr. Harold Arrowood stated that solar farms are not new technology. He did not understand why the investigation would take six to nine months.

6:37 P.M. - Chairman Owens declared the Public Hearing to be closed.

Commissioner Lovelace made a motion to approve a 90-day moratorium on building permits for solar farms. Commissioner Holland seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, and Lovelace voting aye; Commissioner Richard voting no; no Commissioners excused; and no Commissioners absent

PUBLIC COMMENTS

Mr. Chuck Brooks, Commander of the American Legion Post 74 and a representative of all veterans and veterans' groups in Rutherford County, asked that the Commissioners allocate land for a veterans' memorial. Money would be raised to fund and maintain it with no expense to the county.

Mr. David Reno had several jeers to recent articles in the Daily Courier. He was not pleased that issues regarding Rutherford County's airport had been front-page news when other news which he considered to be of equal or more important was treated as a minor news article.

Mr. Tom Helton spoke about the Airport land deal which he had determined had broken no laws. He was concerned that the tax value of 108,000 when it was appraised at $168,000 by two independent appraisers. This showed a problem in the Tax Department.

Mr. Alfred Spitzer said he has a really hard time keeping gravel on his road. Beaumont Drive has thirty-nine properties and one business. He asked for help.

County Manager Carl Classen said he meet with Mr. Spitzer to determine what could be done for the road.

CONSENT AGENDA

Vice Chairman Eckler moved to approve the Consent Agenda as amended. The motion was seconded by Commissioner Lovelace. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

Items approved on the Consent Agenda:

Minutes of Special Meeting of April 23, 2013
Minutes of Regular Meeting of July 1, 2013
Tax Refunds totaling $1,262.56 and tax releases of more than $100 totaling $39,549.71.

The Finance Office presented tax releases of less than $100 totaling $2,473.28.

(A copy of the tax refunds and releases is typed in the Minute Book.)

CENTENNIAL PRESENTATION/RUTHERFORD COUNTY EXTENSION AND COMMUNITY ASSOCIATION (ECA)

Ms. Tracy Davis of the Cooperative Extension Department appeared before the Board representing members of the Rutherford County Extension and Community Association (ECA) appeared before the Board in celebration of the 100th anniversary of this organization. She related a history of the organization.

Chairman Owens made a resolution to present a resolution of appreciation to the Rutherford County Extension and Community Association (ECA). A second was made by Vice Chairman Eckler. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

RESOLUTION OF APPRECIATION

RUTHERFORD COUNTY EXTENSION AND COMMUNITY ASSOCIATION (ECA)

WHEREAS, the Rutherford County Extension and Community Association (ECA) began in Rutherford County in 1913; and

WHEREAS, the history of the ECA includes the titles of Home Demonstration Club and Extension Homemakers; and

WHEREAS, women began the organization because they wanted to learn more about running a household, raising children, and being a contributing member of the community; and

WHEREAS, the first curb market was a result of the work of this organization; and

WHEREAS, the first club which was in the Watkins Community was responsible for the initial work that led to the first Rutherford County fair in 1919; and

WHEREAS, the Green Hills Club made the flag that flew over Paris on United Nations' Day in 1950; and

WHEREAS, the mission of the ECA is helping families and building strong communities; and

WHEREAS, the ECA is as active and vital today as it was one hundred years ago.

NOW, THEREFORE, BE IT RESOLVED, the Rutherford County Board of Commissioners approves this Resolution of Appreciation for the RUTHERFORD COUNTY EXTENSION AND COMMUNITY ASSOCIATION (ECA) for their service to Rutherford County and its citizens.

Adopted this the 5th day of August, 2013.

RECESS

7:01 P.M. - Recess
7:12 P.M. - Reconvene

APPOINTMENTS/ECONOMIC DEVELOPMENT COMMISSION

At its July 31 meeting, the Economic Development Board did not approve the resolution that had been drafted by the staff that was in line with the recommendation of the Greenfield study. The consensus of the EDC Board was to have the issue of the structure be returned to the subcommittee that was appointed to address this situation and allow them to provide a recommendation in a timely manner.

Chairman Hines reminded the EDC Board that there are currently five Board positions which were temporarily extended through September and the status of these positions needs to be addressed to meet the end of September expiration of the temporary extensions. The subcommittee will meet prior to the next scheduled EDC meeting and will provide recommendations to the EDC Board.

Vice Chairman Eckler moved to delay action on appointments to the Economic Development Commission until the September meeting. Commissioner Holland seconded the motion.

Commissioner Richard expressed his objection as a motion had been approved in June that delayed appointments until the August meeting. He wished to make his appointment as this did not require a vote of the Commissioners.

Vice Chairman Eckler's motion passed with Commissioners Owens, Eckler, Holland, and Lovelace voting aye; Commissioner Richard voting no; no Commissioners excused; and no Commissioners absent

AIRPORT/RESOLUTION

Commissioner Richard presented a resolution for the Board's consideration which requested that the General Assembly approve legislation that would give control of the Airport Authority to the Governing Body as the Governing Body and that would abolish the Airport Authority. He moved approval of the resolution requesting that it be introduced as soon as possible in the 2013 session and that any and all legislative action concerning the Airport be repealed. The motion died for lack of a second.

ENHANCED RECYCLING RFP RANKING

Mr. Cody Marshall of Resource Recycling Systems reviewed recommended rankings of the Enhanced Recycling proposals and also revenue/cost analysis which were:

Vendor	Possible Annual Revenue	Annual Transportation Cost	Possible Republic/Spindale Annual Contract Implications	Annual Cost
Republic Services	$42,060.00	$54,562.34	$0	$12,502.34
ReCommunity	$59,935.50	$59,087.29	$84,000.00	$83,151.79
Pratt	$18,927.00	$42,060.00	$84,000.00	$107,133.00

RRS recommends that Rutherford County move forward with contract negotiations with Republic Services for the processing and marketing of the County's single stream recycling material. The current contract with Republic Services is an important factor to consider when examining the best overall cost for the Rutherford County recycling programs. In the event the County cannot reach an adequate agreement regarding the re-negotiation of the current Republic Services/Spindale facility recycling contract, RRS recommends that Rutherford County stop processing and marketing negotiations with Republic Services and begin contract negotiations with ReCommunity.

The Solid Waste Department solicited three freight quotes from local hauling companies - Hilco, KRD, and Upstate Materials. KRD provided the lowest cost and proposed sighting a trailer at the transfer station. RRS recommended that the county move forward with contract negotiations with KRD for the hauling of single stream material from the Rutherford County transfer station to the chosen materials recovery facility.

Vice Chairman Eckler moved to approve the recommendations of Resource Recycling Systems and to direct the County Manager to work with the Solid Waste Director and Resource Recycling Systems' consultant to negotiate a contract as recommended. Commissioner Holland seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

County Manager Carl Classen said he would return to the Board with contracts at the September meeting or sooner.

AIRPORT REPORT

At the July 1 meeting the Board directed the County Manager to prepare a report with additional information regarding the Rutherford County Airport to be provided at the August meeting.

County Manager Carl Classen told the Board that the Rutherford County Airport is an asset to all of Rutherford County. In addition to providing direct increased tax revenue through the value of aircraft based at the Airport, the Airport also serves the County; the Forestry Service; and other agencies with critical air response fighting fires; search and rescue; and transporting patients/medicines. It also serves existing industry through immediate delivery of parts and supplies plus quick access to other businesses and to larger airports with scheduled airline service.

Although the Rutherford County Airport Authority is a separate entity under North Carolina law, it is wholly integrated with the County for all of it finances and administration. County Manager Carl

Classen listed expenses and revenues and reported on fuel sales which have climbed significantly during the last year.

During the past several years, substantial improvements have been made under the current Airport Board. Notable are the tremendous increase in fuel sales, the fencing project, the paving project, the water line and fiber project, and the purchase of adjacent property. This latter has caused substantial controversy in the County due to the price paid for one of the properties and the seller being a member of the sitting Board of Commissioners.

Manager Classen said any discussion about the Rutherford County Airport would be sorely incomplete without mentioning the toxic politics on and off the airfield which became acute in the spring and summer of 2013 when the Airport Authority authorized the purchase of land owned by Commissioner Julius Owens at a price of $300,000 when a fee appraisal showed the market value at $165,500. This purpose of the land purchase was to remove obstructions (trees) in the approach to the airport rather than moving the runway or shortening it below the 5,000 length sought by insurance carriers for landing small (corporate) jets. On the other hand, the Airport Authority had reached an agreement with Mr. Owens in 2010 for $12,000 for removal of the obstructions and the County Manager was told that trees had been trimmed in the late 1980's or early 1990's. However, to confirm this, it was later found that Airport Authority minutes from the 1980's could not be located. In the end, in discussions with legal counsel, it appears that the Owens property purchase was a legal transaction. Further, the NCDOT Division of Aviation is currently processing the grant funds as the transaction resolves the obstruction issue.

Because of the immediate need to re-establish trust in Airport governance and operations and the need to clarify the roles of the Airport Authority and the staff working at the Airport, the County Manager recommends that the Board of Commissioners become the Airport Authority for an estimated period of six to eighteen months or for a period it may take to accomplish these two goals. During its time as Airport Authority, the Commissioners need to delineate the policy role of the Airport Authority separate from the operations and rule enforcement of the Airport by staff.

Further, the County Manager recommends that there be one full-time and two part-time Airport Service Technicians to cover the 67 hours per week the Airport fueling service is available and that the additional funding ($20,385) for this position and part-time personnel be covered by the existing budget pending a mid-year review by the County Manager.

Commissioner Lovelace made a motion that the Rutherford County Board of Commissioners become the Airport Authority. Commissioner Holland seconded the motion.

Commissioner Richard presented an amendment to the motion which would authorize an audit of all property, documents, and assets of the Airport Authority including minutes. There was no second to the motion.

The motion passed with Commissioners Eckler, Holland, and Lovelace voting aye; Commissioners Richard and Owens voting no; no Commissioners excused; and no Commissioners absent

Commissioner Richard made a motion to delay action on the request to change a part-time employee at the Airport to a full-time employee until the next meeting of the Airport Authority. There was no second to the motion.

Commissioner Lovelace made a motion to make a part-time employee at the Airport a full-time employee. Vice Chairman Eckler seconded the motion. The motion passed with Commissioners Eckler, Holland, and Lovelace voting aye; Commissioners Owens and Richard voting no; no Commissioners excused; and no Commissioners absent

TAX CHARGE TO COLLECT

Each year the Board must approve a Charge to Collect to the Tax Collector. Vice Chairman Eckler moved to approve the Tax Charge to Collect. Commissioner Richard seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

State of North Carolina
County of Rutherford
TO: Clair Hubbard, Interim Tax Administrator of the County of Rutherford:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Rutherford County Tax Department and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Rutherford and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.
Witness my hand and official seal, this 5 day of August, 2013

RESOLUTION/FARMERS' MARKET/TOWN OF FOREST CITY

The Town of Forest City has presented a proposal for location of the County Farmers Market in one of the Florence Mill buildings in downtown Forest City. County staff has reviewed and discussed the proposal. The proposal includes a short term (2014) proposal for location of the existing Farmers Market pole building to the area near the Florence Mill with later location (>2015) in the 1922 building.

A resolution was presented that will help the Town and County move forward on the project seeking grants and eventually developing a joint agreement for location of the Farmers Market at the Florence Mill property. The same resolution is also being presented to the Forest City Town Council.

County Manager Carl Classen said the resolution presented only obligated the County to work with the Town of Forest City.

Commissioner Holland moved to approve the resolution presented. Vice Chairman Eckler seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace,

and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

RESOLUTION TO EXPLORE RELOCATING AND EXPANDING THE RUTHERFORD COUNTY FARMERS MARKET AND ITS SERVICES

This agreement is made and entered into by and between Rutherford County, a North Carolina county corporation organized and existing under the provision of Chapter 153A of the North Carolina General Statutes, hereinafter referred to as "Rutherford County" and, the Town of Forest City, a municipal corporation organized and existing under the provisions of Chapter 160A of the North Carolina General Statutes, hereinafter referred to as "Forest City".

WHEREAS, Rutherford County is interested in relocating the current Rutherford County Farmers Market structure to a new location, and

WHEREAS, Forest City is interested in the best use of the Florence Mill 1922 warehouse building and enhancing the downtown area with viable, year-round activities, and

WHEREAS, the Cooperative Extension Service is interested in expanding the Rutherford County Farmers Market to serve more farmers and add services such as a year-round indoor market, commercial kitchen and value-added production facility.

BASED ON THE FOREGOING, and in consideration of the mutual benefit of exploring the relocation of the current Rutherford County Farmers Market and expansion of services:

1. The staff of Rutherford County, Forest City and the Cooperative Extension Service will explore relocation of the Farmers Market and expansion of services to downtown Forest City. Other alternative locations for the Farmers Market will also be explored outside the corporate limits of Forest City. The staff will report the findings to the County Commissioners and the Town Commissioners no later than the first meeting of the respective commissions in December 2013.

2. The findings will include, but is not limited to:

    2.1 Possible sites for the relocation of the Farmers Market, including the feasibility of moving the current Farmers Market structure to a location near the Florence Mill property and the use of the Florence Mill 1922 warehouse building for an indoor market and related activities, including but not limited to, a year-round indoor market, commercial kitchen, value-added production facility, and educational space.

    2.2 Draft of any potential agreement outlining the ownership strategies for the Florence Mill 1922 warehouse property and the surrounding property for use as an indoor farmers market and related activities.

    2.3 List of potential sources of funds for renovation of the Florence Mill 1922 warehouse property and a business plan which will include not less than operating budget projections for three years with sources of revenue.

2.4 Responsibilities of Rutherford County and Forest City on ownership strategies, maintenance, and operation of the Florence Mill 1922 warehouse building, the Farmers Market outdoor structure, parking lots, landscaping, street lighting, signage, and promotion.

2.5. Responsibilities of the Cooperative Extension Service and other identified partners in the venture.

NOW, THEREFORE, BE IT RESOLVED THAT the staffs of Rutherford County, Forest City, and the Cooperative Extension Service are authorized to explore the opportunities outlined in this agreement.
A resolution authorizing the execution of this agreement was approved and adopted by the Board of Commissioners of the Town of Forest City by resolution number _____, and dates _____.

A resolution authorizing the execution of this agreement was approved by the Rutherford Board of Commissioners dated August 5, 2013.

POLICY/SURPLUS PROPERTY

County Manager Carl Classen presented a recommendation for declaring office supplies/equipment as surplus. If it is determined by the department head and the Finance Office (either Finance Director or Deputy Finance Director) that the office supplies/equipment is no longer needed or suited for use with another County department, that office supply/equipment would be declared surplus. Prior to placing on GovDeals, pictures and descriptions will be sent to department heads to determine if there is a need in another department. The Finance Office will work closely with all department heads so items may be sold on GovDeals due to limited space for storage.

A list of vehicles was also presented with the recommendation that these be disposed and sold on GovDeals.

Commissioner Lovelace made a motion to approve the recommendation for disposing of surplus equipment. Vice Chairman Eckler seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

Commissioner Holland moved to approve the list of vehicles for disposal. Commissioner Lovelace seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

Vehicle # 442 – 2001 Dodge B350 Van - TRANSIT
VIN #: 2B6LB31Z71K555103
Odometer: 153,984

Vehicle # 535 – 2006 Ford E350 Van
VIN #: 1FTSS34L26DA03816
Odometer: 133,063

Vehicle # 341 – 1997 Ford Crown Vic
VIN #: 2FALP71W5VX151306
Odometer: 187,253

Vehicle # 474 – 2003 Ford Crown Vic
VIN #: 2FAHP71W03X185026
Odometer: 190,509

Vehicle # 384 – 1999 Ford Ranger
VIN #: 1FTZR15VXXTA945817
Odometer: 172,131

Vehicle # 386 – 1999 Mercury Grand Marquis
VIN #: 2MEFM74W4XX696958
Odometer: 134,703

Vehicle # 408 – 2000 Mercury Grand Marquis
VIN #: 2MEFM74W9YX630813
Odometer: 218,939

Vehicle # 424 – 2001 Ford Expedition
VIN #: 1FMRU16W21LB17121
Odometer: 148,321

Vehicle # 425 – 2001 Ford Crown Vic
VIN #: 2FAFP71W11X165873
Odometer: 185,819

Vehicle #342 – 1997 Ford Crown Vic
VIN #: 2FALP71W7VX151307
Odometer: 126,484

Vehicle # 296 – 1984 Military Chev. Truck
VIN #: 1GCHD34JEF301842
Odometer: 31,117

BUDGET AMENDMENTS

Commissioner Richard moved to delay action on the budget amendment for the construction clearing at the Airport. Commissioner Lovelace seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

	Expense	Revenue
GENERAL FUND		
Prof Svc - Sewer Systems Study	$ 84,500	
Contribution from Service Providers		$ 42,792
Fund Balance Appropriated		$ 41,708
*carryforward sewer system study not completed at June 30th		
Annex - Building Improvements (Manager's area)	$ 6,026	
Rutherford Center - Building Improvements (Training Room/Upper Floor)	$ 14,300	
Fund Balance Appropriated - HVAC Plan		$ 20,326
*allocate funds as assigned at June 30, 2013 - $405,680 was assigned for the FY13-14 HVAC Plan		
Bechtler - Rails to Trails Expenditures	$ 20,879	
Bechtler - Rails to Trails Encroachment Fees		$ 9,713
Fund Balance Appropriated		$ 11,166
*appropriate encroachment fees received by the County		

	Expense	Revenue
Gilberttown Archaelogical Study	$ 39,482	
American Battlefield Grant		$ 39,482
*carryforward grant not completed at June 30th		
Sheriff - Equipment Purchased with Seizure Funds	$ 5,637	
Drug Seizure Funds		$ 5,637
*unauthorized substance tax distribution		
Sheriff - Employee Evaluations	$ 211	
Sheriff - Miscellaneous Revenues		$ 211
*reimbursement received for Reserve Officer screenings		
Sheriff - Narcotics Officer Supplies	$ 100	
Sheriff - Miscellaneous Revenues		$ 100
*court ordered judgment received		
Sheriff - Uniforms/Equipment Road Patrol	$ 85	
Sheriff - Miscellaneous Revenues		$ 85
*reimbursement received for deputy supplies		
Forestry - Transfer to Vehicle Reserve	$ 14,800	
Fund Balance Appropriated		$ 14,800
*transfer fund to Vehicle Fund for County share of truck; It is requested that in future years any balance remaining within the Forestry		
budget be transferred to the reserve for equipment replacement. In FY12-13, approximately $10,000 in County funds		
were saved by the agency due to grants the agency received.		
Airport – Fulltime Salaries/Benefits	$48,288	
Airport – Parttime Salaries/Benefits	(26,101)	
Fund Balance Appropriated		$22,187
*appropriate funds to create a full-time position (37.5 hrs/week) and part-time hours (45 hrs/week – operations and 15 hrs/pay period administrative support)		

Vice Chairman Eckler made a motion to approve the budget amendments as amended. Commissioner Lovelace seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

ADJOURNMENT

Vice Chairman Eckler made a motion to adjourn. Commissioner Holland seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

8:10 P.M. - Adjourned.

_____
Chairman, Board of Commissioners

_____
Vice Chairman, Board of Commissioners

Attest:

_____
Clerk, Board of Commissioners

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Minutes of Special Meeting of August 19, 2013
Department:	Governing Body
Summary:	NA
Budget:	NA
Action Needed for Approval:	Approve minutes of Special Meeting of August 19, 2013.
Contact Information:	Hazel Haynes, Clerk to the Board 287-6045 hazel.haynes@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Minutes of Special Meeting of August 19, 2013

MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD AT THE RUTHERFORD COUNTY OFFICE BUILDING IN THE COUNTY COMMISSIONERS' MEETING ROOM ON AUGUST 19, 2013 AT 4:00 P.M.

PRESENT: CHAIRMAN JULIUS OWENS
VICE CHAIRMAN WILLIAM ECKLER
EDDIE HOLLAND
GREG LOVELACE
ROGER RICHARD

* * * * * * * * * *

CALL TO ORDER

Chairman Owens called the August 19, 2013 Special Meeting of the Rutherford County Board of Commissioners to order.

CLOSED SESSION/INDUSTRIAL LOCATION/N.C.G.S. 143-318.11(a)(4)

Chairman Owens made a motion to go into Closed Session to discuss Industrial Location (N.C.G.S. 143-318.11(a)(4)). Vice Chairman Eckler seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

4:04 P.M. - The Board went into Closed Session.
4:53 P.M. - The Board returned to regular session.

ADJOURNMENT

Vice Chairman Eckler made a motion to adjourn. Commissioner Lovelace seconded the motion. The motion passed with Commissioners Owens, Eckler, Holland, Lovelace, and Richard voting aye; no Commissioner voting no; no Commissioners excused; and no Commissioners absent.

4:54 P.M. - Adjourned.

_____
Chairman, Board of Commissioners

_____
Vice Chairman, Board of Commissioners

Attest:

_____

Clerk, Board of Commissioners

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Tax Refunds and Releases - September 9, 2013
Department:	Governing Body
Summary:	NA
Budget:	NA
Action Needed for Approval:	Approve tax refunds and releases.
Contact Information:	Sherry Lavender, Listing Supervisor 287-6183 sherry.lavender@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Tax Refunds and Releases - 09/09/13

RUTHERFORD COUNTY
COMMISSIONER'S REPORT
RELEASES AND REFUNDS
August 23, 2013

FINANCE OFFICER'S RELEASES LESS THAN $100	
REAL	-43.94
PERSONAL	-1774.16
MOTOR VEHICLE	-2006.03
SUBTOTAL	-3824.13

COMMISSIONER'S RELEASES GREATER THAN $100	
REAL	-16750.19
PERSONAL	-654.25
MOTOR VEHICLE	-693.29
SUBTOTAL	-18097.73

TOTAL RELEASES	**-21921.86**

COMMISSIONERS REFUNDS	
REAL	-224.00
PERSONAL	-80.89
MOTOR VEHICLE	-514.08
PENALTIES	
DISCOUNTS	
INTEREST	

TOTAL REFUNDS	**-818.97**

PAULA ROACH
FINANCE DIRECTOR

CLAIR HUBBARD
INTERIM TAX ADMINISTRATOR

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Number Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
			COMMISSIONER'S MOTOR VEHICLE RELEASES GREATER THAN $100						
2013	15263246 13VAMP8594	GV1	-55.60	-55.60	0.00				CORRECTING JURISDICTION
		CV8	-57.98	-57.98	0.00				
		LV8	-4.58	-4.58	0.00				
	JOHNSTON, KIMBERLY SIGMON		-118.16	-118.16	0.00	0.00	0.00	0.00	
2013	15262555 13VYTE1452	GV1	-70.23	-70.23	0.00				TRANSFERED TO POLK CO
		CV4	-33.55	-33.55	0.00				
	PAINTER, KEITH EARL		-103.78	-103.78	0.00	0.00	0.00	0.00	
2012	15253266 12VAKK1388	GV1	-76.24	-76.24	0.00				VEHICLE SOLD & TAG TURNED IN
		CV7	-67.44	-67.44	0.00				
	RAMSEY, SANDRA MAE		-143.68	-143.68	0.00	0.00	0.00	0.00	
2013	15262596 13VBLK6419	GV1	-91.05	-91.05	0.00				ADJUST VALUE FOR DUNE BUGGY,
		V7	-13.50	-13.50	0.00				CHASSIS ORIGINALLY A 1969 VW BUG.
	RIDDLE, SANDRA SMITH		-104.55	-104.55	0.00	0.00	0.00	0.00	
2012	15260654 12V7N03SM	GV1	-95.72	-95.72	0.00				TRANSFERED TO POLK CO
		V16	-4.73	-4.73	0.00				
	SCHADE, DAVID GORDON		-100.45	-100.45	0.00	0.00	0.00	0.00	
2013	9384504 13VZVJ9321	GV1	-108.36	-108.36	0.00				VEHICLE SOLD & TAG TURNED IN
		V10	-14.31	-14.31	0.00				
	WILSON, FRANKLIN E		-122.67	-122.67	0.00	0.00	0.00	0.00	
SUBTOTAL			**-693.29**	**-693.29**	**0.00**	**0.00**	**0.00**	**0.00**	
			FINANCE OFFICER'S MOTOR VEHICLE RELEASES LESS THAN $100						

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	15263045	13VBKF2351	GV1	-50.26	-50.26	0.00				TRANSFERED TO POLK CO
			V16	-2.48	-2.48	0.00				
	AMOS, AMY RENEE			-52.74	-52.74	0.00	0.00	0.00	0.00	
2012	15157102	12VBEB4821	GV1	-17.20	-17.20	0.00				VEHICLE SOLD & TAG TURNED IN
			V8	-2.24	-2.24	0.00				
	ARROWOOD, ROBERT W			-19.44	-19.44	0.00	0.00	0.00	0.00	
2012	15254062	12VBEB4613	GV1	-14.16	-14.16	0.00				VEHICLE SOLD & TAG TURNED IN
			CV4	-6.72	-6.72	0.00				
	AVANT, BENJAMIN JONAN			-20.88	-20.88	0.00	0.00	0.00	0.00	
2012	15242440	12VBDY5515	GV1	-8.64	-8.64	0.00				VEHICLE TRADED & TAG TURNED IN
			CV4	-4.13	-4.13	0.00				
	BENNETT, JOSEPH R			-12.77	-12.77	0.00	0.00	0.00	0.00	
2013	15263060	13VBKC3455	GV1	-45.83	-45.83	0.00				TRANSFERED TO GASTON CO
			V5	-7.55	-7.55	0.00				
	BEVERLY, WILLIAM CURTIS JR			-53.38	-53.38	0.00	0.00	0.00	0.00	
2013	15023908	13VTWB4712	GV1	-0.85	-0.85	0.00				ADJUST FOR HIGH MILEAGE 180854
			CV8	-0.89	-0.89	0.00				
			LV8	-0.07	-0.07	0.00				
	BRIDGES, MARGARETHE F (LE)			-1.81	-1.81	0.00	0.00	0.00	0.00	
2012	15241292	12VSYT8404	GV1	-20.10	-20.10	0.00				VEHICLE SOLD & TAG TURNED
			CV8	-20.90	-20.90	0.00				
			LV8	-1.70	-1.70	0.00				
	BRIGMON, TIMOTHY DELANE			-42.70	-42.70	0.00	0.00	0.00	0.00	
2013	15190157	13VWWT3336	GV1	-10.32	-10.32	0.00				ADJUSTED VALUE FOR HIGH MILAGE
			CV7	-9.13	-9.13	0.00				

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	BROWN, JAMES C			-19.45	-19.45	0.00	0.00	0.00	0.00	
2013	15148906	13VXYE9175	GV1	-2.79	-2.79	0.00				VEHICLE SOLD & TAG TURNED IN
			V10	-0.37	-0.37	0.00				
	BUCHANAN, SHERRILL DEAN			-3.16	-3.16	0.00	0.00	0.00	0.00	
2013	15195088	13VBAE5821	GV1	-4.92	-4.92	0.00				ADJUSTED FOR HIGH MILAGE
			V12	-0.41	-0.41	0.00				
	BURNS, DONALD R			-5.33	-5.33	0.00	0.00	0.00	0.00	
2013	15190251	13VADR1006	GV1	-13.96	-13.96	0.00				ADJUSTED FOR REBUILT TITLE
			V6	-1.15	-1.15	0.00				
	BUTLER, ANGELA MICHELLE			-15.11	-15.11	0.00	0.00	0.00	0.00	
2013	15255642	13VBAE6544	GV1	-21.49	-21.49	0.00				ADJUSTED FOR TOTALLOSS TITLE
			V6	-1.77	-1.77	0.00				
	COLE, SARA MARIE			-23.26	-23.26	0.00	0.00	0.00	0.00	
2012	15184592	12VBAE7066	GV1	-14.08	-14.08	0.00				DOUBLE LISTED DUE INS LAPSE
			V5	-2.64	-2.64	0.00				
	COOPER, CANDY GORMAN			-16.72	-16.72	0.00	0.00	0.00	0.00	
2013	15167117	13VSVZ3805	GV1	-9.04	-9.04	0.00				ADJUSTED FOR TOTALLOSS TITLE
			V5	-1.49	-1.49	0.00				
	CORNETT, NOLAN L			-10.53	-10.53	0.00	0.00	0.00	0.00	
2013	15094685	13VPWC5013	GV1	-23.40	-23.40	0.00				VEHICLE SOLD & TAG TURNED IN
			V8	-3.06	-3.06	0.00				
	COVINGTON, JOYCE HAYWOOD			-26.46	-26.46	0.00	0.00	0.00	0.00	
2013	15245638	13VZZW6341	GV1	-9.20	-9.20	0.00				VEHICLE SOLD & TAG TURNED IN
			V7	-1.36	-1.36	0.00				

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Taxbill Number Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	CUDD, DEBRA HEWITT		-10.56	-10.56	0.00	0.00	0.00	0.00	
2013	15255659 13VBAE6460	GV1	-11.78	-11.78	0.00				ADJUSTED HIGH MILAGE/B DAMAGE
		CV7	-10.42	-10.42	0.00				
	DEBETS, ANNE MARIE PACK		-22.20	-22.20	0.00	0.00	0.00	0.00	
2013	15086585 13VBLK6932	GV1	-36.06	-36.06	0.00				ADJUSTED FOR TOTALLOSS TITLE
		V2	-2.97	-2.97	0.00				
	DOGGETT, MAX STANLEY		-39.03	-39.03	0.00	0.00	0.00	0.00	
2013	15246626 13VAAJ4106	GV1	-18.96	-18.96	0.00				VEHICLE SOLD & TAG TURNED IN
		V6	-1.60	-1.60	0.00				
	DOTSON, MICHELLE LYNN		-20.56	-20.56	0.00	0.00	0.00	0.00	
2012	15257949 12VBCJ9805	GV1	-9.53	-9.53	0.00				TRANSFERED TO HENDERSON CO
		V11	-1.10	-1.10	0.00				
	EARLY, LINDA GENE		-10.63	-10.63	0.00	0.00	0.00	0.00	
2013	15147852 13VXYE9166	GV1	-4.43	-4.43	0.00				ADJUSTED FOR TOTAL LOSS TITLE
		CV7	-3.92	-3.92	0.00				
	ELLENBURG, CATHY DIANE		-8.35	-8.35	0.00	0.00	0.00	0.00	
2012	15192091 12VTB38298	GV1	-22.88	-22.88	0.00				DOUBLE LISTED-INSURANCE PROBLEM
		V14	-2.64	-2.64	0.00				
	ELLIOTT, BARBRA SAMPLE		-25.52	-25.52	0.00	0.00	0.00	0.00	
2013	15023501 13VPWC3704	GV1	-12.96	-12.96	0.00				VEHICLE SOLD & TAG TURNED IN
		V6	-1.08	-1.08	0.00				
	FLODIN, KEVIN WILLIAM		-14.04	-14.04	0.00	0.00	0.00	0.00	
2012	15183772 12VWVV6179	GV1	-48.33	-48.33	0.00				VEHICLE SOLD & TAG TURNED IN
		CV4	-26.46	-26.46	0.00				

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	FLORES, RICARDO LIRA			-74.79	-74.79	0.00	0.00	0.00	0.00	
2013	15225524	13VSSC1892	GV1	-6.01	-6.01	0.00				ADJUSTED FOR HIGH MILAGE
			V16	-0.30	-0.30	0.00				
	FREEMAN, MYRTLE BRACKETT			-6.31	-6.31	0.00	0.00	0.00	0.00	
2013	15242656	13VBZ76721	GV1	-41.30	-41.30	0.00				VEHICLE SOLD & TAG TURNED IN
			CV8	-43.00	-43.00	0.00				
			LV8	-3.40	-3.40	0.00				
	GODFREY, MARIE CORTES			-87.70	-87.70	0.00	0.00	0.00	0.00	
2013	15004937	13VZRK1565	GV1	-22.64	-22.64	0.00				VEHICLE TOTALLED, INS CO TOOK
			V9	-2.96	-2.96	0.00				POSSESSION, TAG TURNED IN
	GOLD, MILES BARRY			-25.60	-25.60	0.00	0.00	0.00	0.00	
2013	15249267	13VYXJ3765	GV1	-3.46	-3.46	0.00				ADJUSTED FOR TOTAL LOSS TITLE
			CV4	-1.65	-1.65	0.00				
	GRAGG, ALICE ADAIR			-5.11	-5.11	0.00	0.00	0.00	0.00	
2012	15259465	12VBHS1258	GV1	-7.37	-7.37	0.00				VEHICLE SOLD, TAG TURNED IN
			CV8	-7.70	-7.70	0.00				
			LV8	-0.66	-0.66	0.00				
	GUFFEY, SARAH KATHRYN			-15.73	-15.73	0.00	0.00	0.00	0.00	
2012	15260007	12VBEB4118	GV1	-4.44	-4.44	0.00				VEHICLE SOLD & TAG TURNED IN
			V13	-0.36	-0.36	0.00				
	GURLEY, LAURA GATES			-4.80	-4.80	0.00	0.00	0.00	0.00	
2012	15032704	12VBAF1962	GV1	-27.10	-27.10	0.00				VEHICLE SOLD, TAG TURNED IN
			V6	-2.20	-2.20	0.00				
	HARRIS, JAMES DWAYNE			-29.30	-29.30	0.00	0.00	0.00	0.00	

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	9224620	13VBAE6908	GV1	-18.90	-18.90	0.00				VEHICLE SOLD, TAG TURNED IN
			V10	-2.52	-2.52	0.00				
	HOLLAND, RONALD H			-21.42	-21.42	0.00	0.00	0.00	0.00	
2013	13162401	13VBLK5805	GV1	-19.36	-19.36	0.00				ADJUST DUE TO TOTAL LOSS TITLE.
			V6	-1.60	-1.60	0.00				
	HOPPER, RONALD B			-20.96	-20.96	0.00	0.00	0.00	0.00	
2013	15035992	13VZTW7401	GV1	-8.58	-8.58	0.00				VEHICLE SOLD & TAG TURNED IN
			V2	-0.66	-0.66	0.00				
	HORTON, A W			-9.24	-9.24	0.00	0.00	0.00	0.00	
2013	15047503	13VZRK1859	GV1	-37.08	-37.08	0.00				VEHICLE TOTALED & TAG TURNED IN
			V16	-1.80	-1.80	0.00				
	HUDGINS, REBA NEWTON			-38.88	-38.88	0.00	0.00	0.00	0.00	
2013	15250404	13VBHS4438	GV1	-5.90	-5.90	0.00				VEHICLE TOTALED & TAG TURNED IN
			CV4	-2.80	-2.80	0.00				
	JACKSON, CONNIE FRANCES			-8.70	-8.70	0.00	0.00	0.00	0.00	
2013	15020130	13VBW78512	GV1	-8.74	-8.74	0.00				ADJUSTED VALUE UT TL PRICE BIG TL
			CV7	-7.73	-7.73	0.00				
	JAYNES, ROY L			-16.47	-16.47	0.00	0.00	0.00	0.00	
2012	15136386	12VWVN9359	GV1	-14.94	-14.94	0.00				VEHICLE SOLD & TAG TURNED IN
			V16	-0.72	-0.72	0.00				
	JOHNSON, CHARLOTTE CAMP			-15.66	-15.66	0.00	0.00	0.00	0.00	
2012	15105585	12VBAE9702	GV1	-26.74	-26.74	0.00				VEHICLE SOLD & TAG TURNED IN
			CV7	-26.25	-26.25	0.00				
	JOHNSON, WALLACE CHRISTOPHER			-52.99	-52.99	0.00	0.00	0.00	0.00	

MOTOR VEHICLE RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2012	15258072	12VBAE9733	GV1	-5.94	-5.94	0.00				VEHICLE TRADED & TAG TURNED IN
			V8	-0.77	-0.77	0.00				
	KESSLER, SAMUEL LEO JR			-6.71	-6.71	0.00	0.00	0.00	0.00	
2013	15108051	13VTRX6353	GV1	-15.10	-15.10	0.00				VEHICLE TRADED & TAG TURNED IN
			V9	-2.00	-2.00	0.00				
	LAWING, SANDRA MATHESON			-17.10	-17.10	0.00	0.00	0.00	0.00	
2013	15263265	13VBLK9487	GV1	-33.39	-33.39	0.00				VEHICLE SOLD & TAG TURNED IN
			V10	-4.40	-4.40	0.00				
	LEE, ASHLEY MICHELLE			-37.79	-37.79	0.00	0.00	0.00	0.00	
2013	15255852	13VAMZ9402	GV1	-17.01	-17.01	0.00				VEHICLE SOLD & TAG TURNED IN
			V12	-1.44	-1.44	0.00				
	MCDANIEL, JUSTIN HUNTER			-18.45	-18.45	0.00	0.00	0.00	0.00	
2013	15225679	13VBHS3685	GV1	-18.40	-18.40	0.00				VEHICLE SOLD & TAG TURNED IN
			V6	-1.50	-1.50	0.00				
	MCDANIEL, OLLIE EUGENE			-19.90	-19.90	0.00	0.00	0.00	0.00	
2012	15213665	12VVZF2510	GV1	-16.39	-16.39	0.00				VEHICLE SOLD, TAG TURNED IN
			CV7	-14.52	-14.52	0.00				
	MILEE INC			-30.91	-30.91	0.00	0.00	0.00	0.00	
2013	15014011	13VYTE1791	GV1	-20.70	-20.70	0.00				VEHICLE SOLD & TAG TURNED IN
			CV7	-18.30	-18.30	0.00				
	MONTEITH, MONTY			-39.00	-39.00	0.00	0.00	0.00	0.00	
2013	15235389	13VBHS4827	GV1	-6.20	-6.20	0.00				VEHICLE RETURNED & TAG TURNED IN
			V5	-1.00	-1.00	0.00				
	MORROW, GEORGE ROBERT			-7.20	-7.20	0.00	0.00	0.00	0.00	

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Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	15224157	13VBHS4873	GV1	-19.00	-19.00	0.00				EXEMPT VEHICLE - FORM ON FILE
			V8	-2.50	-2.50	0.00				
	MT VERNON BAPTIST CHURCH			-21.50	-21.50	0.00	0.00	0.00	0.00	
2013	15208838	13VNXM1869	GV1	-17.60	-17.60	0.00				VEHICLE SOLD & TAG TURNED IN
			V15	-0.90	-0.90	0.00				
	MURRAY, DONNA LYNN			-18.50	-18.50	0.00	0.00	0.00	0.00	
2013	15095317	13VBLK6904	GV1	-3.28	-3.28	0.00				VEHICLE SOLD & TAG TURNED IN
			V12	-0.24	-0.24	0.00				
	PHILBECK, CHARLES WILLIAM			-3.52	-3.52	0.00	0.00	0.00	0.00	
2012	15164512	12VBHS3434	GV1	-2.73	-2.73	0.00				VEHICLE SOLD & TAG TURNED IN
			V10	-0.35	-0.35	0.00				
	PHILLIPS, ROSLYN ANN			-3.08	-3.08	0.00	0.00	0.00	0.00	
2012	15175739	12VBEB4515	GV1	-48.64	-48.64	0.00				VEHICLE SOLD, TAG TURNED IN
			V16	-2.40	-2.40	0.00				
	POHLMAN, ROBERT M			-51.04	-51.04	0.00	0.00	0.00	0.00	
2013	15256440	13VZRK1295	GV1	-13.84	-13.84	0.00				ADJUSTED FOR HIGH MILAGE
			V9	-1.82	-1.82	0.00				
	PRUETT, JOHN LEE			-15.66	-15.66	0.00	0.00	0.00	0.00	
2013	15262591	13VVSX4755	GV1	-9.20	-9.20	0.00				VEHICLE SOLD & TAG TURNED IN
			CV8	-9.60	-9.60	0.00				
			LV8	-0.80	-0.80	0.00				
	REID, PATSY IRENE			-19.60	-19.60	0.00	0.00	0.00	0.00	
2012	15176614	12VBHS1305	GV1	-18.30	-18.30	0.00				VEHICLE SOLD, TAG TURNED IN
			V6	-1.50	-1.50	0.00				
	REID, THOMAS PAUL			-19.80	-19.80	0.00	0.00	0.00	0.00	

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Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2012	15117789	12VAAJ3097	GV1	-22.80	-22.80	0.00				VEHICLE SOLD, TAG TURNED IN
			V16	-1.10	-1.10	0.00				
	RIDLEY, NORMA FENDER			-23.90	-23.90	0.00	0.00	0.00	0.00	
2013	15236808	13VBK70213	GV1	-17.12	-17.12	0.00				ADJUST VALUE FOR SM UT PRICED
			V6	-1.41	-1.41	0.00				AS LARGE ENCLOSED TRLR
	ROACH, LEON			-18.53	-18.53	0.00	0.00	0.00	0.00	
2012	15221596	12VWZJ1021	GV1	-42.39	-42.39	0.00				VEHICLE REPOED & TAG TURNED IN
			V6	-3.51	-3.51	0.00				
	ROBINSON, TIMOTHY LEE			-45.90	-45.90	0.00	0.00	0.00	0.00	
2013	15022546	13V1W5898	GV1	-63.52	-63.52	0.00				VEHICLE SOLD & TAG TURNED IN
			V9	-8.40	-8.40	0.00				
	ROPER, RANDY LEE			-71.92	-71.92	0.00	0.00	0.00	0.00	
2012	15257589	12VADR4045	GV1	-8.64	-8.64	0.00				VEHICLE SOLD & TAG TURNED IN
			V16	-0.40	-0.40	0.00				
	RUFF, KATELYN VICTORIA			-9.04	-9.04	0.00	0.00	0.00	0.00	
2013	15198578	13VBK70073	GV1	-19.36	-19.36	0.00				ADJUSTED UT TL PRICED ENCLOSED TL
			V8	-2.55	-2.55	0.00				
	SAMUEL, BILLY RAY			-21.91	-21.91	0.00	0.00	0.00	0.00	
2013	15247577	13VBHS2488	GV1	-10.35	-10.35	0.00				VEHICLE SOLD & TAG TURNED IN
			CV4	-4.95	-4.95	0.00				
	SISK, DOROTHY DIANE			-15.30	-15.30	0.00	0.00	0.00	0.00	
2013	15147332	13VXVS4334	GV1	-24.31	-24.31	0.00				VEHICLE TRADED & TAG TURNED IN
			V14	-2.86	-2.86	0.00				
	SMITH, EARL STANLEY			-27.17	-27.17	0.00	0.00	0.00	0.00	

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Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	15136827	13V5L5843	GV1	-11.16	-11.16	0.00				VEHICLE SOLD & TAG TURNED IN
			V13	-0.90	-0.90	0.00				
	SMITH, MICHAEL J			-12.06	-12.06	0.00	0.00	0.00	0.00	
2013	15038033	13VT37653	GV1	-5.61	-5.61	0.00				VEHICLE SOLD & TAG TURNED IN
			V6	-0.44	-0.44	0.00				
	TATE, CAROLYN TOMS			-6.05	-6.05	0.00	0.00	0.00	0.00	
2012	15258896	12VZXL8782	GV1	-8.75	-8.75	0.00				VEHICLE SOLD & TAG TURNED IN
			CV8	-9.10	-9.10	0.00				
			LV8	-0.70	-0.70	0.00				
	TAYLOR, DEBRA HOYLE			-18.55	-18.55	0.00	0.00	0.00	0.00	
2013	15248969	13V4E7262	GV1	-35.20	-35.20	0.00				VEHICLE SOLD, TAG TURNED IN
			CV8	-36.63	-36.63	0.00				
			LV8	-2.86	-2.86	0.00				
	THOMPSON, NICHOLAS JAMES			-74.69	-74.69	0.00	0.00	0.00	0.00	
2012	15155158	12VVZF1048	GV1	-18.48	-18.48	0.00				VEHICLE SOLD & TAG TURNED IN
			V17	-1.60	-1.60	0.00				
			CV5	-5.92	-5.92	0.00				
	VANATTA, MARY KOONS			-26.00	-26.00	0.00	0.00	0.00	0.00	
2013	15263450	13VBJH5768	GV1	-62.70	-62.70	0.00				VEHICLE TOTALED & TAG TURNED IN
			V2	-5.17	-5.17	0.00				
	VANCE, AMBER NICOLE			-67.87	-67.87	0.00	0.00	0.00	0.00	
2013	15262698	13VRUBYPV	GV1	-85.95	-85.95	0.00				TRANSFERED TO POLK CO
			V8	-11.33	-11.33	0.00				
	VAUGHN, LEE HANDY			-97.28	-97.28	0.00	0.00	0.00	0.00	

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Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	15213034	13VWVN5692	GV1	-5.94	-5.94	0.00				VEHICLE SOLD & TAG TURNED IN
			V17	-0.55	-0.55	0.00				
			CV5	-1.87	-1.87	0.00				
	WADE, ROBERT SVEND			-8.36	-8.36	0.00	0.00	0.00	0.00	
2013	15084689	13VNXM5909	GV1	-5.04	-5.04	0.00				ADJUSTED FOR HIGH MILAGE
			CV7	-4.46	-4.46	0.00				
	WATERS, PAUL S JR			-9.50	-9.50	0.00	0.00	0.00	0.00	
2013	15084689	13VTWB6801	GV1	-6.98	-6.98	0.00				ADJUSTED FOR HIGH MILAGE
			CV7	-6.18	-6.18	0.00				
	WATERS, PAUL S JR			-13.16	-13.16	0.00	0.00	0.00	0.00	
2012	15117912	12VZXL8201	GV1	-10.00	-10.00	0.00				VEHICLE SOLD & TAG TURNED IN
			CV4	-4.80	-4.80	0.00				
	WATKINS, WINNIE SCRUGGS			-14.80	-14.80	0.00	0.00	0.00	0.00	
2012	15213964	12VDM4531	GV1	-65.50	-65.50	0.00				VEHICLE SOLD & TAG TURNED IN
			V5	-10.80	-10.80	0.00				
	WEST, DAVID N			-76.30	-76.30	0.00	0.00	0.00	0.00	
2012	15190770	12VBHS1914	GV1	-28.49	-28.49	0.00				VEHICLE SOLD & TAG TURNED IN
			V6	-2.31	-2.31	0.00				
	WHITE, CLINTON MICHAEL			-30.80	-30.80	0.00	0.00	0.00	0.00	
2012	15260712	12VAAJ3724	GV1	-3.60	-3.60	0.00				VEHICLE SOLD & TAG TURNED IN
			V8	-0.48	-0.48	0.00				
	WHITE, DONNA KAY SIMS			-4.08	-4.08	0.00	0.00	0.00	0.00	
2013	15126720	13VBLK7026	GV1	-37.12	-37.12	0.00				ADJUSTED VALUE FOR TOTALLOSS TITLE
			V6	-3.06	-3.06	0.00				
	WILKIE, BETTY BYERS			-40.18	-40.18	0.00	0.00	0.00	0.00	

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2012	15258283	12VADR4141	GV1	-3.55	-3.55	0.00				VEHICLE SOLD & TAG TURNED IN
			V13	-0.30	-0.30	0.00				
	WILSON, WILLIAM ODELL			-3.85	-3.85	0.00	0.00	0.00	0.00	
2012	15246884	12VYZT2536	GV1	-14.49	-14.49	0.00				VEHICLE SOLD, TAG TURNED IN
			CV8	-15.12	-15.12	0.00				
			LV8	-1.17	-1.17	0.00				
	WRIGHT, JAMES GERALD			-30.78	-30.78	0.00	0.00	0.00	0.00	
SUBTOTAL				**-2006.03**	**-2006.03**	**0.00**	**0.00**	**0.00**	**0.00**	
GRAND TOTAL MOTOR VEHICLE RELEASES				**-2699.32**	**-2699.32**	**0.00**	**0.00**	**0.00**	**0.00**	

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COMMISSIONER'S PERSONAL PROPERTY RELEASES GREATER THAN $100										
2013	15243715	13A0809542	G01	-113.63	-113.63	0.00				MOBILE HOME DOUBLE LISTED AS
			F09	-14.98	-14.98	0.00				REAL & PERSONAL PROPERTY
	BYARS, MICHAEL OWEN			-128.61	-128.61	0.00	0.00	0.00	0.00	
2013	15259210	13A15259210.02	G01	-132.33	-132.33	0.00				BOAT DOUBLE LISTED IN BURKE CO,
			F17	-18.53	-18.53	0.00				SEE ATTACHED VERIFICATION
			C05	-41.64	-41.64	0.00				
	LYNN, CAROLE CANIPE			-192.50	-192.50	0.00	0.00	0.00	0.00	
2013	15259237	13A15259237.02	G01	-128.14	-128.14	0.00				BOAT DOUBLE LISTED AC#15249663
			F17	-17.94	-17.94	0.00				
			C05	-40.32	-40.32	0.00				
	O'DONALD, LORETTA H			-186.40	-186.40	0.00	0.00	0.00	0.00	
2013	15244846	13A15244846.02	G01	-133.54	-121.40	-12.14				BUSINESS PP LISTED IN FLORIDA-WAS
			F04	-13.20	-12.00	-1.20				NOT HERE JAN 1, 2013-VERIFIED
	WULFF DAVID H ARCHITECTS P A			-146.74	-133.40	-13.34	0.00	0.00	0.00	
SUBTOTAL				**-654.25**	**-640.91**	**-13.34**	**0.00**	**0.00**	**0.00**	
FINANCE OFFICER'S PERSONAL PROPERTY RELEASES LESS THAN $100										
2013	9121506	13A0910943	G01	-30.41	-30.41	0.00				89*TERR*33'CAMPER TAGGED & 89*14*65
			F10	-4.01	-4.01	0.00				MH CHANGE OUT FOR DWMH LISTED IN
	AYERS, ROBERT F JR			-34.42	-34.42	0.00	0.00	0.00	0.00	ERROR FOR 2013.
2013	15011187	13A15011187.12.1	G01	-1.21	-1.21	0.00				BUSINESS PP PICKED UP IN ERROR
			C08	-1.27	-1.27	0.00				
			L08	-0.10	-0.10	0.00				
	C I T COMMUNICATIONS FINANCE			-2.58	-2.58	0.00	0.00	0.00	0.00	
2013	15151834	13A15151834.03	G01	-44.54	-40.49	-4.05				MOBILE HOME REPO'D BY OAKWOOD
			F11	-5.14	-4.67	-0.47				ACCEPTANCE CORPORATION IN 2001

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	CAUSBY, SHANNON			-49.68	-45.16	-4.52	0.00	0.00	0.00	
2012	15151834	12A15151834.03	G01	-44.37	-44.37	0.00				MOBILE HOME REPO'D BY OAKWOOD
			F11	-5.12	-5.12	0.00				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-49.49	-49.49	0.00	0.00	0.00	0.00	
2011	15151834	11A15151834.03	G01	-45.71	-41.55	-4.16				MOBILE HOME REPO'D BY OAKWOOD
			F11	-5.17	-4.70	-0.47				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-50.88	-46.25	-4.63	0.00	0.00	0.00	
2010	15151834	10A15151834.03	G01	-49.15	-44.68	-4.47				MOBILE HOME REPO'D BY OAKWOOD
			F11	-5.57	-5.06	-0.51				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-54.72	-49.74	-4.98	0.00	0.00	0.00	
2009	15151834	09A15151834.03	G01	-52.53	-47.75	-4.78				MOBILE HOME REPO'D BY OAKWOOD
			F11	-5.95	-5.41	-0.54				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-58.48	-53.16	-5.32	0.00	0.00	0.00	
2008	15151834	08A15151834.03	G01	-56.27	-51.15	-5.12				MOBILE HOME REPO'D BY OAKWOOD
			F11	-6.37	-5.79	-0.58				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-62.64	-56.94	-5.70	0.00	0.00	0.00	
2007	15151834	07A15151834.03	G01	-60.46	-54.96	-5.50				MOBILE HOME REPO'D BY OAKWOOD
			F11	-6.84	-6.22	-0.62				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-67.30	-61.18	-6.12	0.00	0.00	0.00	
2006	15151834	06A15151834.03	G01	-74.28	-67.53	-6.75				MOBILE HOME REPO'D BY OAKWOOD
			F11	-7.30	-6.64	-0.66				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-81.58	-74.17	-7.41	0.00	0.00	0.00	
2005	15151834	05A15151834.03	G01	-80.75	-73.41	-7.34				MOBILE HOME REPO'D BY OAKWOOD
			F11	-7.81	-7.10	-0.71				ACCEPTANCE CORPORATION IN 2001.
	CAUSBY, SHANNON			-88.56	-80.51	-8.05	0.00	0.00	0.00	
2004	15151834	04A15151834.03	G01	-86.27	-78.43	-7.84				MOBILE HOME REPO'D BY OAKWOOD
			F11	-8.35	-7.59	-0.76				ACCEPTANCE CORPORATION IN 2001

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	CAUSBY, SHANNON			-94.62	-86.02	-8.60	0.00	0.00	0.00	
2003	15151834	03A15151834.03	G01	-83.82	-83.82	0.00				MOBILE HOME REPO'D BY OAKWOOD
			F11	-8.11	-8.11	0.00				ACCEPTANCE CORPORATION IN 2001
	CAUSBY, SHANNON			-91.93	-91.93	0.00	0.00	0.00	0.00	
2013	10122720	13A10122720.10	G01	-23.61	-23.61	0.00				BOAT CHARGED IN ERROR-NOTATION
			F16	-1.56	-1.56	0.00				ON LISTING OVERLOOKED.
	CLEMENTS, BRUCE			-25.17	-25.17	0.00	0.00	0.00	0.00	
2013	15262776	13A15262776.02	G01	-5.14	-4.67	-0.47				DOUBLE TAXED-TAGED N SOUTH CAROLINA
			F01	-0.43	-0.39	-0.04				TAG #KT26909.
			C09	-0.64	-0.58	-0.06				
			MD9	-0.51	-0.46	-0.05				
	ELLIOTT, JASON			-6.72	-6.10	-0.62	0.00	0.00	0.00	
2013	15098720	13A15098720.12	G01	-6.07	-6.07	0.00				VALUE TOO HIGH ON PARKED VEHICLE,
			C07	-5.67	-5.67	0.00				68*FORD*2S MUSTANG-IN BAD CONDITION
	FARANCE, STEVEN J			-11.74	-11.74	0.00	0.00	0.00	0.00	
2013	15135882	13A15135882.13	G01	-26.64	-24.22	-2.42				95*TRACKER*21'BOAT SOLD TO JODY
			F06	-2.20	-2.00	-0.20				INGLE-SEE ATTACHED TO VERIFY
	FLYNN, ROBERT VANCE			-28.84	-26.22	-2.62	0.00	0.00	0.00	
2013	15262773	13A15262773.02	G01	-11.15	-10.14	-1.01				CAMPER TRAILER TAGGED IN S.C.-SEE
			F01	-0.92	-0.84	-0.08				ATTACHED TO VERIFY
			C09	-1.38	-1.25	-0.13				
			MD9	-1.10	-1.00	-0.10				
	FRANCHINI, ARCHIE			-14.55	-13.23	-1.32	0.00	0.00	0.00	
2013	15259182	13A15259182.02	G01	-22.17	-20.15	-2.02				VERIFIED WITH POLK CO BOAT DOUBLE
			F17	-3.10	-2.82	-0.28				LISTED FOR 2013
			C05	-6.97	-6.34	-0.63				
	HENSLEY, TERRY WESLEY			-32.24	-29.31	-2.93	0.00	0.00	0.00	
2013	15120358	13A15120358.06	G01	-62.83	-57.12	-5.71				99*VOYAGER*PONTOON-LISTED IN BURKE

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
			F14	-7.25	-6.59	-0.66				COUNTY-SEE VERIFICATION ATTACHED
	JACKSON, CHRISTOPHER G			-70.08	-63.71	-6.37	0.00	0.00	0.00	
2013	15247797	13A15247797.02	G01	-64.10	-58.27	-5.83				CAMPER TOTALED & TAKEN BY INSURANCE
			F01	-5.28	-4.80	-0.48				COMPANY JULY 2011.
			C09	-7.92	-7.20	-0.72				
	JACKSON, JAY S			-77.30	-70.27	-7.03	0.00	0.00	0.00	
2013	15098689	13A15098689.13	G01	-75.27	-75.27	0.00				BOAT VALUE ADJUSTED BASED ON
			F02	-6.20	-6.20	0.00				NADA VALUE OF 13650
	JAMES, BRIAN C			-81.47	-81.47	0.00	0.00	0.00	0.00	
2013	15062539	13A15062539.12	G01	-15.72	-15.72	0.00				VEHICLE VALUED TO HIGH-PER BILL
			C08	-16.39	-16.39	0.00				OF SALE ATTACHED-PURCHASED IN 2010
			L08	-1.30	-1.30	0.00				
	LAUGHTER, DANIEL MAX JR			-33.41	-33.41	0.00	0.00	0.00	0.00	
2013	9239255	13A9239255.09	G01	-13.22	-12.02	-1.20				MHPP DOUBLE LISTED AS PERSONAL AND
			F16	-0.87	-0.79	-0.08				REAL PROPERTY-VEHICLE SOLD IN 2010
	LEACH, JAMES W			-14.09	-12.81	-1.28	0.00	0.00	0.00	PICKED UP IN ERROR.
2013	12113900	13A12113900.12	G01	-25.91	-23.55	-2.36				BROUGHT FORWARD IN ERROR-BUSINESS
			C07	-24.20	-22.00	-2.20				CLOSED AUG 1, 2012-PER LAWW OFFICE.
	MEBANE, ROBERT DBA			-50.11	-45.55	-4.56	0.00	0.00	0.00	
2013	15071532	13A15071532.08	G01	-23.67	-23.67	0.00				BOAT VALUE TO HIGH-VERIFIED WITH
			F09	-3.12	-3.12	0.00				BILL OF SALE-SEE ATTACHED
	MORGAN, HAROLD DUANE			-26.79	-26.79	0.00	0.00	0.00	0.00	
2013	15238617	13A15238617.03	G01	-30.38	-27.62	-2.76				BOAT SOLD IN 2009-WILDLIFE REGIS-
			F11	-3.51	-3.19	-0.32				TRATION ENDED 5/31/12
	MULLINAX, STEVEN FRANKLIN			-33.89	-30.81	-3.08	0.00	0.00	0.00	
2013	15149763	13A15149763.04	G01	-20.82	-20.82	0.00				MOBILE HOME GONE-SPACE ON PARK LIST
			F12	-1.72	-1.72	0.00				SHOWS VACANT-PICKED UP IN ERROR.
	ORACLE INVESTMENTS LLC			-22.54	-22.54	0.00	0.00	0.00	0.00	

PERSONAL PROPERTY RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	15191935	13A15191935.13	G01	-56.96	-51.78	-5.18				VALUE TOO HIGH ON BOATS(90*4WINN &
			F06	-4.70	-4.27	-0.43				84*BAYLINER)PER ADDITIONAL INFORMA-
	PAINTER, BRIAN C			-61.66	-56.05	-5.61	0.00	0.00	0.00	TION GIVEN.
2013	15259245	13A15259245.02	G01	-8.88	-8.07	-0.81				BOAT SITUS IS FLORIDA-VERIFICATION
			F17	-1.24	-1.13	-0.11				ATTACHED
			C05	-2.79	-2.54	-0.25				
	PIERPOINT INC			-12.91	-11.74	-1.17	0.00	0.00	0.00	
2013	15181708	13A15181708.02.1	G01	-60.09	0.00	-60.09				PENALTIES INCORRECTLY ADDED TO A
			F17	-5.15	0.00	-5.15				DISCOVERY FOR 2012 BPP EQUIPMENT.
			C05	-19.21	0.00	-19.21				
	RCR PROPERTIES LLC			-84.45	0.00	-84.45	0.00	0.00	0.00	
2013	15221264	13A15221264.06	G01	-31.56	-31.56	0.00				MH 1993*14*70 DOUBLE LISTED TO
			F13	-2.60	-2.60	0.00				A/C#15221740 FOR 2013.
	ROLLINGS ADVENTURES INC			-34.16	-34.16	0.00	0.00	0.00	0.00	
2013	15185024	13A15185024.03	G01	-40.87	-37.15	-3.72				BOAT SOLD IN SEPTEMBER 2011 PER
			F11	-4.71	-4.28	-0.43				TAXPAYER-TAXPAYER ERROR
	SHEW, MICHAEL G			-45.58	-41.43	-4.15	0.00	0.00	0.00	
2013	10232205	13A10232205.10	G01	-6.68	-6.07	-0.61				MOBILE HOME PURCHASED ALONG WITH
			F08	-0.88	-0.80	-0.08				HOUSE & LAND-MH DESTROYED IN 2010.
	SMITH, ADEN A HEIRS			-7.56	-6.87	-0.69	0.00	0.00	0.00	
2012	10232205	12A10232205.10	G01	-6.07	-6.07	0.00				MOBILE HOME PURCHASED ALONG WITH
			F08	-0.80	-0.80	0.00				HOUSE & LAND-MH DESTROYED IN 2010.
	SMITH, ADEN A HEIRS			-6.87	-6.87	0.00	0.00	0.00	0.00	
2011	10232205	11A10232205.10	G01	-5.83	-5.30	-0.53				MOBILE HOME PURCHASED ALONG WITH
			F08	-0.88	-0.80	-0.08				HOUSE & LAND-MH DESTROYED IN 2010.
	SMITH, ADEN A HEIRS			-6.71	-6.10	-0.61	0.00	0.00	0.00	
2013	15236583	13A15236583.03	G01	-31.12	-28.29	-2.83				BOAT SOLD JULY 2012-SEE BILL OF

PERSONAL PROPERTY RELEASES
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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
			F11	-3.59	-3.26	-0.33				SALE ATTACHED-94*NITRO*20'
	TAYLOR, GEORGE THOMAS SR			-34.71	-31.55	-3.16	0.00	0.00	0.00	
2013	15262797	13A15262797.02	G01	-54.08	-54.08	0.00				2011 CAMPER TRL TAGGED IN HOKE CO
			F01	-4.46	-4.46	0.00				
	THOMPSON, MARTHA ANN			-58.54	-58.54	0.00	0.00	0.00	0.00	
2013	4776350	13A0425118	G01	-11.96	-11.96	0.00				REDUCED VALUE OF BOAT DUE TO
			C04	-5.71	-5.71	0.00				CONDITION NO LONGER WATERWORTHY
	WARD, DATUS M			-17.67	-17.67	0.00	0.00	0.00	0.00	
2013	15179267	13A15179267.13	G01	-6.68	-6.07	-0.61				87*MERC*BT SOLD NOV 2012-SEE BILL
			F06	-0.55	-0.50	-0.05				OF SALE ATTACHED
	WAUGH, JANICE L			-7.23	-6.57	-0.66	0.00	0.00	0.00	
2013	15238751	13A15238751.03	F11	-8.10	-7.36	-0.74				00*TRITON*19' SOLD-SEE BILL OF SALE
	WAUGH, JANICE LANIER			-8.10	-7.36	-0.74	0.00	0.00	0.00	ATTACHED.
2013	3111306	13A3111306.03	G01	-20.09	-20.09	0.00				BUSINESS PP & ASSETS SOLD TO THOMAS
			F10	-2.65	-2.65	0.00				BALDWIN IN 2012
	WHISNANT JANET R DBA			-22.74	-22.74	0.00	0.00	0.00	0.00	
2013	15124938	13A15124938.02	G01	-33.99	-33.99	0.00				BOAT DOUBLE LISTED ON AC#15259292
			F17	-4.76	-4.76	0.00				UNDER HUSBAND'S NAME
			C05	-10.70	-10.70	0.00				
	WHITE, IRENE S TRUSTEE			-49.45	-49.45	0.00	0.00	0.00	0.00	
SUBTOTAL				**-1774.16**	**-1587.78**	**-186.38**	**0.00**	**0.00**	**0.00**	
GRAND TOTAL PERSONAL PROPERTY RELEASES				**-2428.41**	**-2228.69**	**-199.72**	**0.00**	**0.00**	**0.00**	

REAL PROPERTY RELEASES
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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
				COMMISSIONER'S REAL PROPERTY RELEASES GREATER THAN $100						
2013	15259749	13A0327455	G01	-233.70	-233.70	0.00				OA EXCLUSION LEFT OFF-NEW APPLICANT
			F10	-30.80	-30.80	0.00				APPLICATION ON FILE
			SWW	-90.00	-90.00	0.00				
	ACKELS, KAREN ROSE			-354.50	-354.50	0.00	0.00	0.00	0.00	
2013	15111570	13A1647546	G01	-273.15	-273.15	0.00				DV EXCLUSION LEFT OFF-DID NOT
			F16	-18.00	-18.00	0.00				SIGN LISTING FOR 2013-NO WAY TO
	ALLEN, BETTY WEASE			-291.15	-291.15	0.00	0.00	0.00	0.00	CONTACT OWNER TO VERIFY
2013	15054872	13A1648831	G01	0.00	0.00	0.00				OCCUPANT DIED 2011-HOUSE VACANT
			F11	0.00	0.00	0.00				WASTE FEE APPLIED IN ERROR.
			SWW	-120.00	-120.00	0.00				
	ALLEN, LARRY G			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	15185087	13A1610718	G01	-358.13	-358.13	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F11	-41.30	-41.30	0.00				INCOME INFORMATION AFTER BILLING
	ANNAS, FAMILY LIVING TRUST			-399.43	-399.43	0.00	0.00	0.00	0.00	
2013	15226566	13A1630023	G01	-321.71	-321.71	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F13	-26.50	-26.50	0.00				INCOME INFORMATION AFTER BILLING
	BECK, KEITH			-348.21	-348.21	0.00	0.00	0.00	0.00	
2013	15245485	13A1648046	G01	-151.75	-151.75	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F08	-20.00	-20.00	0.00				INCOME INFO AFTER BILLING.
	BIVENS, JOHN G			-171.75	-171.75	0.00	0.00	0.00	0.00	
2013	15254782	13A1644362.1	G01	-846.77	-846.77	0.00				REAL PROPERTY DOUBLE LISTED-BILL
			F13	-69.75	-69.75	0.00				#13A1644362
			SWW	-120.00	-120.00	0.00				
	BOYETT, DIANE R			-1036.52	-1036.52	0.00	0.00	0.00	0.00	

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	15016996	13A1305238	G01	-324.75	-324.75	0.00				CHARGED FOR CELL TOWER SITE
			F06	-26.75	-26.75	0.00				DISCOVERED TO PARCEL #16-49635 TO
	BRIDGES, WINBURN SCOTT			-351.50	-351.50	0.00	0.00	0.00	0.00	CORRECT FOR 2013.
2013	15158925	13A1612283	G01	-490.15	-490.15	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			C07	-457.85	-457.85	0.00				INCOME INFORMATION AFTER BILLING.
	BUCHANAN, DOROTHY E			-948.00	-948.00	0.00	0.00	0.00	0.00	
2013	15100082	13A1624090	G01	-559.96	-559.96	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F11	-64.58	-64.58	0.00				INCOME INFORMATION AFTER BILLING
			SWW	-90.00	-90.00	0.00				
	FOWLER, CHARLES R (LE)			-714.54	-714.54	0.00	0.00	0.00	0.00	
2013	15231366	13A1611806	G01	-315.64	-315.64	0.00				VALUE CHANGE-SQUARE FOOTAGE LOWER
			F17	-44.20	-44.20	0.00				THAN REPORTED & GARAGE LEFT OFF.
			C05	-99.32	-99.32	0.00				
	FULLER, WILLIAM E			-459.16	-459.16	0.00	0.00	0.00	0.00	
2013	15058614	13A1648977	G01	-178.46	-178.46	0.00				DV EXCLUSION LEFT OFF-NO
			C04	-85.26	-85.26	0.00				LISTING IN LISTING BOOK-DATA
	GILBERT, RUTH SISK (LE)			-263.72	-263.72	0.00	0.00	0.00	0.00	ERROR.
2013	15126870	13A1648058	G01	0.00	0.00	0.00				ONLY 1 DWELLING ON PROPERTY-WASTE
			F16	0.00	0.00	0.00				FEE ERROR.
			SWW	-120.00	-120.00	0.00				
	GRIFFIN, WILLIE O			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	15254717	13A1604737	G01	-322.01	-322.01	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F04	-31.83	-31.83	0.00				INCOME INFORMATION AFTER BILLING
			SWW	-90.00	-90.00	0.00				
	GUIDERA, KATIE ALICIA (LT)			-443.84	-443.84	0.00	0.00	0.00	0.00	
2013	7116208	13A0706829	G01	-151.75	-151.75	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F07	-22.50	-22.50	0.00				INCOME INFORMATION AFTER BILLING

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	JONES, ROY			-174.25	-174.25	0.00	0.00	0.00	0.00	
2013	15217845	13A0912002	G01	0.00	0.00	0.00				HOUSE REMOVED IN 2012-WASTE FEE
			F10	0.00	0.00	0.00				CHARGED IN ERROR
			SWW	-120.00	-120.00	0.00				
	LATHAM, MARK			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	13206950	13A1300591	G01	-93.18	-93.18	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F16	-6.14	-6.14	0.00				INCOME INFORMATION AFTER BILLING
	LAWING, KENNETH HEIRS			-99.32	-99.32	0.00	0.00	0.00	0.00	
2013	6135608	13A1600967	G01	-151.75	-151.75	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F14	-17.50	-17.50	0.00				INCOME INFORMATION AFTER BILLING
	LEDBETTER, YVONNE			-169.25	-169.25	0.00	0.00	0.00	0.00	
2013	15248148	13A1648837	G01	0.00	0.00	0.00				NO STRUCTURES ON PROPERTY-WASTE
			F10	0.00	0.00	0.00				FEE IN ERROR-VERIFIED
			SWW	-120.00	-120.00	0.00				
	LOWERY, JOHN STEVEN			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	15241236	13A1648836	G01	-194.24	-194.24	0.00				OA EXCLUSION LEFT OFF-RECEIVED IN-
			F10	-25.60	-25.60	0.00				COME INFO LATE-DEED TRANSFER-1 MH
			SWW	-210.00	-210.00	0.00				VACANT.
	LOWERY, SHIRLEY RUTH			-429.84	-429.84	0.00	0.00	0.00	0.00	
2013	11132550	13A1621885	G01	0.00	0.00	0.00				UNOCCUPIED DWELLING-VERIFIED WITH
			F16	0.00	0.00	0.00				POWER BILLS-ON FILE
			SWW	-120.00	-120.00	0.00				
	MCCURRY, RICHARD H			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	15016834	13A1617633	G01	-2338.77	-2338.77	0.00				PROPERTY SHOULD HAVE BEEN SPLIT IN
			F01	-192.65	-192.65	0.00				2011-CORRECTION FOR 2013 BILLING.
			C09	-288.98	-288.98	0.00				
	MCGOWAN, TONY W			-2820.40	-2820.40	0.00	0.00	0.00	0.00	

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
2013	12465303	13A1208838	G01	-169.66	-169.66	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			C08	-176.92	-176.92	0.00				INCOME INFORMATION AFTER BILLING
			L08	-13.98	-13.98	0.00				
	MILLER, ROBERT L			-360.56	-360.56	0.00	0.00	0.00	0.00	
2013	15216789	13A1646818	G01	-791.53	-791.53	0.00				PARCEL WAS SPLIT INTO 3 SECTIONS-TO
			F09	-104.32	-104.32	0.00				VERIFY SEE AC# 15259793 & 15216789
	OCKERT, EDWARD HORACE III			-895.85	-895.85	0.00	0.00	0.00	0.00	
2013	15251359	13A0225198	G01	-122.61	-122.61	0.00				PROPERTY SHOULD HAVE BEEN SPLIT IN
			F01	-10.10	-10.10	0.00				2011-CORRECTION FOR 2013 BILLING.
			C09	-15.15	-15.15	0.00				
	OWEN, ROBERT JEFFERY II			-147.86	-147.86	0.00	0.00	0.00	0.00	
2013	15147136	13A0119416	G01	-253.42	-253.42	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F13	-20.88	-20.88	0.00				INCOME INFORMATION AFTER BILLING
			SWW	-90.00	-90.00	0.00				
	OWENS, BETTYE HOPPER			-364.30	-364.30	0.00	0.00	0.00	0.00	
2013	15213831	13A1605919	G01	-661.63	-661.63	0.00				OA EXCLUSION LEFT OFF BECAUSE OF
			F09	-87.20	-87.20	0.00				TRANSFER ERROR.
	PARTON, NELL (LT)			-748.83	-748.83	0.00	0.00	0.00	0.00	
2013	15165504	13A1628516	G01	-499.26	-499.26	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			F06	-41.13	-41.13	0.00				INCOME INFORMATION AFTER BILLING
	PICARD, GRACE M			-540.39	-540.39	0.00	0.00	0.00	0.00	
2013	15122089	13A0419547	G01	-244.32	-244.32	0.00				OA EXCLUSION LEFT OFF-RECEIVED
			C04	-116.73	-116.73	0.00				INCOME AFTER BILLING
	POWELL, YOSHIE H			-361.05	-361.05	0.00	0.00	0.00	0.00	
2013	15124703	13A1648059	G01	0.00	0.00	0.00				ONLY 1 DWELLING ON PROPERTY-1 WASTE
			F16	0.00	0.00	0.00				FEE IN ERROR

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
			SWW	-120.00	-120.00	0.00				
	PRESCOTT, JUDY GRIFFIN			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	4676700	13A0421470	G01	-211.54	-211.54	0.00				OA EXCLUSION DROPPED OFF-RECEIVED
			C04	-101.07	-101.07	0.00				INCOME INFORMATION AFTER BILLING
	RUPPE, JASON V			-312.61	-312.61	0.00	0.00	0.00	0.00	
2013	15244192	13A0417586	G01	-279.22	-279.22	0.00				REAL PROPERTY LISTED WITH STATE
			C04	-133.40	-133.40	0.00				EXEMPT FROM REGULAR BILLING.
	RUTHERFORD ELECTRIC MEMBERSHI			-412.62	-412.62	0.00	0.00	0.00	0.00	
2013	15214094	13A1605845	G01	-178.46	-178.46	0.00				PARCEL SPLIT IN DEC 2012 SHOULD
			F02	-14.70	-14.70	0.00				HAVE BEEN MADE INACTIVE-DATA ERROR
			SWW	-120.00	-120.00	0.00				
	TEAGUE, BETTY ELIZABETH			-313.16	-313.16	0.00	0.00	0.00	0.00	
2013	15001187	13A1601183	G01	0.00	0.00	0.00				WASTE FEE LEFT ON IN ERROR-MH SOLD
			F08	0.00	0.00	0.00				DEC 2012.
			SWW	-120.00	-120.00	0.00				
	WATERS, LARRY CHESTER			-120.00	-120.00	0.00	0.00	0.00	0.00	
2013	15023576	13A1648982	G01	-1071.36	-1071.36	0.00				PARCEL SPLIT IN 2012-CREATING 2 NEW
			F04	-105.90	-105.90	0.00				PARCELS-DOUBLE CHARGED
	WHITESIDE, MARY KATHRYN			-1177.26	-1177.26	0.00	0.00	0.00	0.00	
2013	12583408	13A1639274	G01	-116.54	-116.54	0.00				SPLIT PARCEL FOR 2013-DEED BK 1048
			C07	-108.86	-108.86	0.00				PG 615 FAILED TO BE UPDATED BY
	YELTON, HOWARD			-225.40	-225.40	0.00	0.00	0.00	0.00	LAND RECORDS.
2013	12583408	13A1639275	G01	-189.38	-189.38	0.00				SPLIT PARCEL FOR 2013 BOOK 1048
			C07	-176.90	-176.90	0.00				PAGE 615-FAILED TO GET UPDATED BY
	YELTON, HOWARD			-366.28	-366.28	0.00	0.00	0.00	0.00	LAND RECORDS.
2013	15002068	13A1205089	G01	-97.12	-97.12	0.00				INFORMAL APPEAL VALUE FOR 2013

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Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
			C07	-90.72	-90.72	0.00				
			MD7	-20.80	-20.80	0.00				
	ZIZES, G JUSTIN JR			-208.64	-208.64	0.00	0.00	0.00	0.00	
SUBTOTAL				**-16750.19**	**-16750.19**	**0.00**	**0.00**	**0.00**	**0.00**	
				FINANCE OFFICER'S REAL PROPERTY RELEASES LESS THAN $100						
2013	15171596	13A1626693	G01	0.00	0.00	0.00				ERROR IN CODING THE PHA WASTE CODE
			F06	0.00	0.00	0.00				ON PARCEL FILE.
			PHA	-0.01	-0.01	0.00				
	DLCL LLC			-0.01	-0.01	0.00	0.00	0.00	0.00	
2013	15228546	13A1641674	G01	-21.25	-21.25	0.00				WELL VALUE TO HIGH BY 3500 PER
			F16	-1.40	-1.40	0.00				APPRAISAL INSPECTION.
	GOMER, ROBERT P			-22.65	-22.65	0.00	0.00	0.00	0.00	
2013	13149850	13A1646866	G01	-3.04	-3.04	0.00				REAL VALUE THAT WAS ACTUALLY RIGHT
			F06	-0.25	-0.25	0.00				OF WAY-PICKED UP BY APPRAISAL IN
	HARRIS, BARBIE JEAN			-3.29	-3.29	0.00	0.00	0.00	0.00	ERROR.
2011	13149850	11A1646866	G01	-4.24	-4.24	0.00				RIGHT OF WAY PICKED UP IN ERROR BY
			F16	-0.16	-0.16	0.00				APPRAISAL
			A01	-2.00		0.00	-2.00			
	HARRIS, BARBIE JEAN			-6.40	-4.40	0.00	-2.00	0.00	0.00	
2010	13149850	10A1646866	G01	-4.24	-4.24	0.00				RIGHT OF WAY VALUE PICKED UP IN
			F16	-0.16	-0.16	0.00				ERROR BY APPRAISAL
			A01	-2.00		0.00	-2.00			
	HARRIS, BARBIE JEAN			-6.40	-4.40	0.00	-2.00	0.00	0.00	
2012	13149850	12A1646866	G01	-3.04	-3.04	0.00				RIGHT OF WAY VALUE PICKED UP IN
			F16	-0.15	-0.15	0.00				ERROR BY APPRAISAL
			A01	-2.00		0.00	-2.00			

REAL PROPERTY RELEASES
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transactio Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	HARRIS, BARBIE JEAN			-5.19	-3.19	0.00	-2.00	0.00	0.00	
SUBTOTAL				**-43.94**	**-37.94**	**0.00**	**-6.00**	**0.00**	**0.00**	
GRAND TOTAL REAL PROPERTY RELEASES				**-16794.13**	**-16788.13**	**0.00**	**-6.00**	**0.00**	**0.00**	

REFUND REPORT
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
				COMMISSIONER'S MOTOR VEHICLE REFUNDS						
2012	15226112	12VZPE1354	GV1	-9.44	-9.44	0.00				VEHICLE SOLD, TAG TURNED IN
			V8	-1.28	-1.28	0.00				
	BROWN, MARY JONES			-10.72	-10.72	0.00	0.00	0.00	0.00	
2012	15126200	12VKG4SXA	GV1	-38.64	-38.64	0.00				VEHICLE TOTALLED, TAG TURNED IN
			V6	-3.20	-3.20	0.00				
	DALTON, MICHAEL KEITH			-41.84	-41.84	0.00	0.00	0.00	0.00	
2012	15246688	12VZVV8271	GV1	-141.40	-141.40	0.00				VEHICLE SOLD, TAG TURNED IN
			CV4	-67.60	-67.60	0.00				
	HONDA LEASE TRUST			-209.00	-209.00	0.00	0.00	0.00	0.00	
2012	15260554	12VAFZ4385	GV1	-12.70	-12.70	0.00				VEHICLE SOLD, TAG TURNED IN
			V12	-1.05	-1.05	0.00				
	JAGODZINSKI, EDWARD			-13.75	-13.75	0.00	0.00	0.00	0.00	
2012	12409100	12VAFZ3494	GV1	-21.54	-21.54	0.00				VEHICLE TRADED, TAG TURNED IN
			CV7	-19.05	-19.05	0.00				
	JONES, JERRY MELTON			-40.59	-40.59	0.00	0.00	0.00	0.00	
2012	12409100	12VAW9237	GV1	-20.70	-20.70	0.00				VEHICLE TRADED, TAG TURNED IN
			CV7	-18.35	-18.35	0.00				
	JONES, JERRY MELTON			-39.05	-39.05	0.00	0.00	0.00	0.00	
2012	15237237	12VRRF7789	GV1	-13.58	-13.58	0.00				VEHICLE SOLD, TAG TURNED IN
			V6	-1.12	-1.12	0.00				
	LIBERS, KIMBERLY HUTCHINS			-14.70	-14.70	0.00	0.00	0.00	0.00	
2012	15108146	12VAKK1642	GV1	-35.32	-35.32	0.00				VEHICLE TRANSFERRED TO SC,
			V11	-4.08	-4.08	0.00				NC TAG TURNED IN

REFUND REPORT
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
	MCDANIEL, BOBBIE HEFNER			-39.40	-39.40	0.00	0.00	0.00	0.00	
2012	15115613	12VYYT1676	GV1	-9.41	-9.41	0.00				VEHICLE SOLD, TAG TURNED IN
			V16	-0.47	-0.47	0.00				
	NELSON, JOHN THOMAS			-9.88	-9.88	0.00	0.00	0.00	0.00	
2013	15258201	13VBHS4998	GV1	-11.07	-11.07	0.00				VEHICLE SOLD, TAG TURNED IN
			CV7	-9.81	-9.81	0.00				
	SANDERS, CHARLES LORE			-20.88	-20.88	0.00	0.00	0.00	0.00	
2012	15065237	12VAKK6286	GV1	-50.26	-50.26	0.00				VEHICLE SOLD, TAG TURNED IN
			CV4	-24.01	-24.01	0.00				
	WALKER, JIMMY LEE			-74.27	-74.27	0.00	0.00	0.00	0.00	
SUBTOTAL				**-514.08**	**-514.08**	**0.00**	**0.00**	**0.00**	**0.00**	
COMMISSIONER'S REAL PROPERTY REFUNDS										
2011	15141588	11A1629709	G01	-196.10	-196.10	0.00				DWMH REPOSESSED BY LENDER
			F10	-25.90	-25.90	0.00				07/23/2010.
			A01	-2.00		0.00	-2.00			
	LOWERY, KELLY			-224.00	-222.00	0.00	-2.00	0.00	0.00	
SUBTOTAL				**-224.00**	**-222.00**	**0.00**	**-2.00**	**0.00**	**0.00**	
COMMISSIONER'S PERSONAL PROPERTY PROPERTY REFUNDS										
2013	15251326	13A15251326.02	G01	-55.60	-55.60	0.00				Adjust value for boat to NADA
			C05	-17.50	-17.50	0.00				due to bill of sale.
			F17	-7.79	-7.79	0.00				
	COZLIN, WAYNE			-80.89	-80.89	0.00	0.00	0.00	0.00	
SUBTOTAL				**-80.89**	**-80.89**	**0.00**	**0.00**	**0.00**	**0.00**	

REFUND REPORT
August 23, 2013

Tax Year	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Reason
GRAND TOTAL REFUNDS				-818.97	-816.97	0.00	-2.00	0.00	0.00	

NCVTS Admin Options Help SLAVENDER1 Search

NCVTS -> Main Menu -> **Reports** NCVTS Pending Refund report Go

Select Year for Refund Date 2013 - 2014 Select Refund Transaction Date August View Report

Select Refund Types Adjustment >= $100, Adjustme Select Refund Status PENDING

1 of 2 100% Find | Next

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/28/2013 8:00:56 AM

Name	Address 1	Address 2	Address 3	Refund Type	Bill #	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax District	Levy Type	Refund Amt
JAMES WALTER CAMPFIELD,JR	PO BOX 204		HENRIETTA, NC 28076	Adjustment < $100	0008463646	PENDING	119976	Refund Generated due to adjustment on Bill #0008463646-2012-2012-0000	Situs error	08/21/2013	GV1	Tax	$72.21
											V10	Tax	$9.51
											Total Refund		$81.72
RICKY LEE GILBERT	114 EDWARDS STREET EXT		RUTHERFORDTON, NC 28139	Adjustment < $100	0006647099	PENDING	119978	Refund Generated due to adjustment on Bill #0006647099-2012-2012-0000-00	Adjustment	08/21/2013	CV7	Tax	$13.76
											GV1	Tax	$15.55
											Total Refund		$29.31
			Total										$111.03

Page 1 of 2

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Special Presentation - Smoky/Western Area Mental Health (LME/MCO)
Department:	Governing Body
Summary:	Brian Ingram, CEO of Smoky/Western Area Mental Health LME/MCO, will provide a presentation on mental health services following the Smoky/Western merger.
Budget:	NA
Action Needed for Approval:	Discussion. No action needed.
Contact Information:	Carl Classen, County Manager 287-6060 carl.classen@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Smoky/Western Area Mental Health LME/MCO Governance
Department:	Governing Body
Summary:	See attached memo.
Budget:	NA
Action Needed for Approval:	Discussion and possible action.
Contact Information:	Carl Classen, County Manager 287-6060 carl.classen@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Letter to Commissioners and Manager of Western Highlands Network and Smoky Mountain Center
- NC General Statute Structure of Area Boards
- Senate Bill 208 Ratified
- House Bill 399 Ratified

Western Highlands Network

Partnership for the Future

September 3, 2013

356 Biltmore Avenue
Asheville, NC 28801

TO: Board of Commissioners of Western Highlands Network and Smoky Mountain Center
County Managers of Western Highlands Network and Smoky Mountain Center

On behalf of the Boards of Directors of Smoky Mountain Center (SMC) and Western Highlands Network (WHN), we wanted to provide you and your county with an update on our recent progress. This update is designed to provide you with the information you will need to prepare for the consolidation of our two organizations and the establishment of a governance structure that will meet the statute requirements outlined in G.S. 122C-118.1. Our consolidation effort will also meet the timelines for this restructuring that were established for Managed Care Organizations (LME-MCOs) that are going through these types of efforts as outlined in S.L. 2012-151, passed in the last legislative session. In addition, please note that SB 208 has established a County Commissioner Advisory Board to ensure counties have a forum to discuss issues with the LME-MCO Board of Directors. We have included related legislation documents for your reference.

To date, the *Partnership for the Future* transition is going very well and targeted key milestones are being met. Meeting these milestones will facilitate the October 1, 2013 transition of the Medicaid 1915(b)(c) and IPRS (State funding) Contracts for the management of mental health, intellectual and developmental disability and substance abuse services to Smoky Mountain Center. The Boards of each organization have established an SMC/WHN Executive Transition Team to guide this process. The Executive Transition Team is working with administration in the implementation of a consolidated organizational structure, the identification and initiation of close out activities for WHN, the drafting of an agreement to create the consolidated organization to serve the combined 23 county catchment area, and to define the proposed membership of the Board of Directors for the new organization.

In this regard, both Boards feel it is important to move in a timely, thoughtful manner to finalize the Consolidation Agreement. The Consolidation Agreement would include the proposed governance structure to support the October 1, 2013 transition of the Medicaid 1915(b)(c) and IPRS (State) Contracts to SMC. This Agreement would then be presented to the SMC and WHN Board of Directors for approval, then sent to the Secretary of the Department of Health and Human Services for her review and approval.

To facilitate this process and in response to legislation passed over the last two legislative sessions, we felt it important to highlight the key issues that will require county Board of Commissioners review and approval. There are two specific areas and actions that each County Board of Commissioners will be asked to take in the near future, so we wanted to provide you with this information for consideration.

Board of Directors of the SMC/WHN Consolidated Entity

One of the most important issues associated with the creation of the consolidated organizational agreement is the designation of the Board of Directors. This reconfigured Board must meet the requirements of G.S. 122C-118.1. The SMC/WHN Executive Transition Team is working together to come up with a proposed Board of Directors and formalized system of representation and rotation that will assure that all counties continue to be represented by the Board. Attention to this Board process is critical because General Statute mandates a Board structure that can have no more than **21 voting members, 13 of which are positions that are defined in the legislation** (see attached governance structure requirements). The initial members of the Board of Directors of the new organization will be appointed on a staggered basis of one, two, and three year terms.

Once the proposed structure is developed, each County Board of Commissioners must review and approve the new consolidated Board of Directors. Based on S.L. 2012-151, the installation of the Board of Directors of the new consolidated entity must occur either 30 days after the effective date of the Consolidation Agreement, or April 1, 2014, whichever comes sooner, as per HB 399 which is also attached.

Appointments to the County Commissioner Advisory Council

As mentioned above, SB 208 establishes a County Commissioner Advisory Council designed to give each county in the 23 county catchment area of the consolidated organization the ability to participate in discussions with the LME-MCO Board in regard to mental health, substance abuse and developmental disability service issues.

To accomplish this end, each County Board of Commissioners will appoint a member of their Board to the Advisory Council, and may determine the manner of designation, the term of service, and the conditions under which its designee will serve on the County Commissioner Advisory Board.

Both the SMC and WHN Board of Directors feel that the addition of this County Commissioner Advisory Council is a very positive step that will promote partnership between the LME-MCO Board, each of our counties and the citizens we mutually serve.

We hope you will find this letter helpful in offering an update on the work of the Boards of Directors and the *Partnership for the Future* and in clearly defining the requirements that each County Board of Commissioners has as we work together to move this critical process forward.

If you have any questions regarding the transition or these requirements, please discuss with your SMC or WHN Board of Directors representative or Michael Lavender (McDowell County) at 828-803-9071, michaelklavender@yahoo.com. We will continue to provide updates as this process continues.

Sincerely,

Rick French, Chair
Smoky Mountain Center Board of Directors
rfrench@alexandercountync.gov

Charles Vines, Chair
Western Highlands Network Board of Directors
manager@mitchell.main.nc.us

North Carolina General Statutes § 122C-118.1.
Structure of Area Board.

[All area boards must meet the requirements of G.S. 122C-118.1, as amended by Section 3.(a) of Session Law 2012-151 (Senate Bill 191), no later than October 1, 2013.]

(a) An area board shall have no fewer than 11 and no more than 21 voting members. The board of county commissioners, or the boards of county commissioners within the area, shall appoint members consistent with the requirements provided in subsection (b) of this section. The process for appointing members shall ensure participation from each of the constituent counties of a multicounty area authority. If the board or boards fail to comply with the requirements of subsection (b) of this section, the Secretary shall appoint the unrepresented category. The boards of county commissioners within a multicounty area with a catchment population of at least 1,250,000 shall have the option to appoint members of the area board in a manner or with a composition other than as required by this section by each county unanimously adopting a resolution to that effect and receiving written approval from the Secretary by January 1, 2013. A member of the board may be removed with or without cause by the initial appointing authority. The area board may declare vacant the office of an appointed member who does not attend three consecutive scheduled meetings without justifiable excuse. The chair of the area board shall notify the appropriate appointing authority of any vacancy. Vacancies on the board shall be filled by the initial appointing authority before the end of the term of the vacated seat or within 90 days of the vacancy, whichever occurs first, and the appointments shall be for the remainder of the unexpired term.

(b) Within the maximum membership provided in subsection (a) of this section, the membership of the area board shall reside within the catchment area and be composed as follows:

(1) At least one member who is a current county commissioner.
(2) The chair of the local Consumer and Family Advisory Committee (CFAC) or the chair's designee.
(3) At least one family member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
    a. Individuals with mental illness.
    b. Individuals in recovery from addiction.
    c. Individuals with intellectual or other developmental disabilities.
(4) At least one openly declared consumer member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
    a. Individuals with mental illness.
    b. Individuals with intellectual or other developmental disabilities.
    c. Individuals in recovery from addiction.
(5) An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
(6) An individual with health care administration expertise consistent with the scale and nature of the managed care organization.
(7) An individual with financial expertise consistent with the scale and nature of the managed care organization.

(8) An individual with insurance expertise consistent with the scale and nature of the managed care organization.

(9) An individual with social services expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.

(10) An attorney with health care expertise.

(11) A member who represents the general public and who is not employed by or affiliated with the Department of Health and Human Services, as appointed by the Secretary.

(12) The President of the LME/MCO Provider Council or the President's designee to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

(13) An administrator of a hospital providing mental health, developmental disabilities, and substance abuse emergency services to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

Except as provided in subdivisions (12) and (13) of this subsection, an individual that contracts with a local management entity (LME) for the delivery of mental health, developmental disabilities, and substance abuse services may not serve on the board of the LME for the period during which the contract for services is in effect. No person registered as a lobbyist under Chapter 120C of the General Statutes shall be appointed to or serve on an area authority board. Of the members described in subdivisions (2) through (4) of this subsection, the boards of county commissioners shall ensure there is at least one member representing the interest of each of the following: (i) individuals with mental illness, (ii) individuals with intellectual or other developmental disabilities, and (iii) individuals in recovery from addiction.

(c) The board of county commissioners may elect to appoint a member of the area authority board to fill concurrently no more than two categories of membership if the member has the qualifications or attributes of the two categories of membership.

(d) Any member of an area board who is a county commissioner serves on the board in an ex officio capacity at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the member's service as a county commissioner. Any member of an area board who is a county manager serves on the board at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the duration of the member's employment as a county manager. The terms of members on the area board shall be for three years, except that upon the initial formation of an area board in compliance with subsection (a) of this section, one-third shall be appointed for one year, one-third for two years, and all remaining members for three years. Members shall not be appointed for more than three consecutive terms.

(e) Upon request, the board shall provide information pertaining to the membership of the board that is a public record under Chapter 132 of the General Statutes.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2013

SENATE BILL 208
RATIFIED BILL

AN ACT TO ENSURE EFFECTIVE STATEWIDE OPERATION OF THE 1915 (B)/(C) MEDICAID WAIVER.

Whereas, S.L. 2011-264, as amended by Section 13 of S.L. 2012-151, required the Department of Health and Human Services (Department) to restructure the statewide management of the delivery of services for individuals with mental illness, intellectual and developmental disabilities, and substance abuse disorders through the statewide expansion of the 1915(b)/(c) Medicaid Waiver; and

Whereas, a local management entity/managed care organization (LME/MCO) that is awarded a contract to operate the 1915(b)/(c) Medicaid Waiver was required to maintain fidelity to the Piedmont Behavioral Health (PBH) demonstration model; and

Whereas, LME/MCOs are acting as Medicaid vendors and the Department must ensure that they are compliant with the provisions of S.L. 2011-264, as amended by Section 13 of S.L. 2012-151, as well as all applicable federal, State, and contractual requirements; Now, therefore,

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 122C-3 is amended by adding a new subdivision to read:

"(20c) "Local management entity/managed care organization" or "LME/MCO" means a local management entity that is under contract with the Department to operate the combined Medicaid Waiver program authorized under Section 1915(b) and Section 1915(c) of the Social Security Act."

SECTION 2. Article 4 of Chapter 122C of the General Statutes is amended by adding a new section to read:

"**§ 122C-124.2. Actions by the Secretary to ensure effective management of behavioral health services under the 1915(b)/(c) Medicaid Waiver.**

(a) For all local management entity/managed care organizations, the Secretary shall certify whether the LME/MCO is in compliance or is not in compliance with all requirements of subdivisions (1) through (3) of subsection (b) of this section. The Secretary's certification shall be made every six months beginning August 1, 2013. In order to ensure accurate evaluation of administrative, operational, actuarial and financial components, and overall performance of the LME/MCO, the Secretary's certification shall be based upon an internal and external assessment made by an independent external review agency in accordance with applicable federal and State laws and regulations. Beginning on February 1, 2014, and for all subsequent assessments for certification, the independent review will be made by an External Quality Review Organization approved by the Centers for Medicare and Medicaid Services and in accordance with applicable federal and State laws and regulations.

(b) The Secretary's certification under subsection (a) of this section shall be in writing and signed by the Secretary and shall contain a clear and unequivocal statement that the Secretary has determined the local management entity/managed care organization to be in compliance with all of the following requirements:

(1) The LME/MCO has made adequate provision against the risk of insolvency with respect to capitation payments for Medicaid enrollees. "Adequate provision" includes all of the following:

a. The LME/MCO has submitted to the Department all the financial records and reports required to be submitted to the Department under the Contract, including monthly balance sheets.

b. There are no consecutive three-month periods during which the LME/MCO's ratio of current assets to current liabilities is less than 1.0, based on a monthly review of the LME/MCO's balance sheets for each month of the three-month period, as determined by the Secretary.

c. An intradepartmental monitoring team, as designated by the Secretary and consisting of the Secretary or a designee, representatives of the Division of Medical Assistance, and representatives of the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services, utilizing the monitoring team's solvency measures, determines that the LME/MCO has made adequate provisions against the risk of insolvency based on a quarterly review of the financial reports submitted to the Department by the LME/MCO.

(2) The LME/MCO is making timely provider payments. The Secretary shall certify that an LME/MCO is making timely provider payments if there are no consecutive three-month periods during which the LME/MCO paid less than ninety percent (90%) of clean claims for covered services within the 30-day period following the LME/MCO's receipt of these claims during that three-month period. As used in this subdivision, a "clean claim" is a claim that can be processed without obtaining additional information from the provider of the service or from a third party. The term includes a claim with errors originating in the LME/MCO's claims system. The term does not include a claim from a provider who is under investigation by a governmental agency for fraud or abuse or a claim under review for medical necessity.

(3) The LME/MCO is exchanging billing, payment, and transaction information with the Department and providers in a manner that complies with all applicable federal standards, including all of the following:

a. Standards for information transactions and data elements specified in 42 U.S.C. § 1302d-2 of the Healthcare Insurance Portability and Accountability Act (HIPAA), as from time to time amended.

b. Standards for health care claims or equivalent encounter information transactions specified in HIPAA regulations in 45 C.F.R. § 162.1102, as from time to time amended.

c. Implementation specifications for Electronic Data Interchange standards published and maintained by the Accredited Standards Committee (ASC X12) and referenced in HIPAA regulations in 45 C.F.R. § 162.920, as from time to time amended.

(c) If the Secretary does not provide a local management entity/managed care organization with the certification of compliance required by this section based upon the LME/MCO's failure to comply with any of the requirements specified in subdivisions (1) through (3) of subsection (b) of this section, the Secretary shall do the following:

(1) Prepare a written notice informing the LME/MCO of the provisions of subdivision (1), (2), or (3) of subsection (c) of this section with which the LME/MCO is deemed not to be in compliance and the reasons for the determination of noncompliance.

(2) Cause the notice of the noncompliance to be delivered to the LME/MCO.

(3) Not later than 10 days after the Secretary's notice of noncompliance is provided to the LME/MCO, assign the Contract of the noncompliant LME/MCO to a compliant LME/MCO.

(4) Oversee the transfer of the operations and contracts from the noncompliant LME/MCO to the compliant LME/MCO in accordance with the provisions in subsection (e) of this section.

(d) If, at any time, in the Secretary's determination, a local management entity/managed care organization is not in compliance with a requirement of the Contract other than those specified in subdivisions (1) through (3) of subsection (b) of this section, then the Secretary shall do all of the following:

(1) Prepare a written notice informing the LME/MCO of the provisions of the Contract with which the LME/MCO is deemed not to be in compliance and the reasons therefor.

(2) Cause the notice of the noncompliance to be delivered to the LME/MCO.

(3) Allow the noncompliant LME/MCO 30 calendar days from the date of receipt of the notice to respond to the notice of noncompliance and to demonstrate compliance to the satisfaction of the Secretary.

(4) Upon the expiration of the period allowed under subdivision (3) of this subsection, make a final determination on the issue of compliance and promptly notify the LME/MCO of the determination.

(5) Upon a final determination that an LME/MCO is noncompliant, allow no more than 30 days following the date of notification of the final determination of noncompliance for the noncompliant LME/MCO to complete negotiations for a merger or realignment with a compliant LME/MCO that is satisfactory to the Secretary.

(6) If the noncompliant LME/MCO does not successfully complete negotiations with a compliant LME/MCO as described in subdivision (5) of this subsection, assign the Contract of the noncompliant LME/MCO to a compliant LME/MCO.

(7) Oversee the transfer of the operations and contracts from the noncompliant LME/MCO to the compliant LME/MCO in accordance with the provisions in subsection (e) of this section.

(e) If the Secretary assigns the Contract of a noncompliant local management entity/managed care organization to a compliant LME/MCO under subdivision (3) of subsection (c) of this section, or under subdivision (6) of subsection (d) of this section, the Secretary shall oversee the orderly transfer of all management responsibilities, operations, and contracts of the noncompliant LME/MCO to the compliant LME/MCO. The noncompliant LME/MCO shall cooperate with the Secretary in order to ensure the uninterrupted provision of services to Medicaid recipients. In making this transfer, the Secretary shall do all of the following:

(1) Arrange for the providers of services to be reimbursed from the remaining fund balance or risk reserve of the noncompliant LME/MCO, or from other funds of the Department if necessary, for proper, authorized, and valid claims for services rendered that were not previously paid by the noncompliant LME/MCO.

(2) Effectuate an orderly transfer of management responsibilities from the noncompliant LME/MCO to the compliant LME/MCO, including the responsibility of paying providers for covered services that are subsequently rendered.

(3) Oversee the dissolution of the noncompliant LME/MCO, including transferring to the compliant LME/MCO all assets of the noncompliant LME/MCO, including any balance remaining in its risk reserve after payments have been made under subdivision (1) of this subsection. Risk reserve funds of the noncompliant LME/MCO may be used only to pay authorized and approved provider claims. Any funds remaining in the risk reserve transferred under this subdivision shall become part of the compliant LME/MCO's risk reserve and subject to the same restrictions on the use of the risk reserve applicable to the compliant LME/MCO. If the risk reserves transferred from the noncompliant LME/MCO are insufficient, the Secretary shall guarantee any needed risk reserves for the compliant LME/MCO arising from the additional risks being assumed by the compliant LME/MCO until the compliant LME/MCO has established fifteen percent (15%) risk reserves. All other assets shall be used to satisfy the liabilities of the noncompliant LME/MCO. In the event there are insufficient assets to satisfy the liabilities of the noncompliant LME/MCO, it shall be the responsibility of the Secretary to satisfy the liabilities of the noncompliant LME/MCO.

(4) Following completion of the actions specified in subdivisions (1) through (3) of this subsection, direct the dissolution of the noncompliant LME/MCO and deliver a notice of dissolution to the board of county commissioners of each

of the counties in the dissolved LME/MCO. An LME/MCO that is dissolved by the Secretary in accordance with the provisions of this section may be dissolved at any time during the fiscal year.

(f) The Secretary shall provide a copy of each written, signed certification of compliance or noncompliance completed in accordance with this section to the Senate Appropriations Committee on Health and Human Services, the House Appropriations Subcommittee on Health and Human Services, the Legislative Oversight Committee on Health and Human Services, and the Fiscal Research Division.

(g) As used in this section, the following terms mean:

(1) Contract. – The contract between the Department of Health and Human Services and a local management entity for the operation of the 1915(b)/(c) Medicaid Waiver.

(2) Compliant local management entity/managed care organization. – An LME/MCO that has undergone an independent external assessment and been determined by the Secretary to be operating successfully and to have the capability of expanding."

SECTION 3. G.S. 122C-112.1(a) is amended by adding a new subdivision to read:

"(39) Develop and use a standard contract for all local management entity/managed care organizations for operation of the 1915(b)/(c) Medicaid Waiver that requires compliance by each LME/MCO with all provisions of the contract to operate the 1915(b)/(c) Medicaid Waiver and with all applicable provisions of State and federal law."

SECTION 4.(a) G.S. 122C-115(a) reads as rewritten:

"(a) A county shall provide mental health, developmental disabilities, and substance abuse services in accordance with rules, policies, and guidelines adopted pursuant to statewide restructuring of the management responsibilities for the delivery of services for individuals with mental illness, intellectual or other developmental disabilities, and substance abuse disorders under a 1915(b)/(c) Medicaid Waiver through an area ~~authority or through a county program established pursuant to G.S. 122C-115.1.~~ authority. Beginning July 1, 2012, the catchment area of an area authority ~~or a county program~~ shall contain a minimum population of at least 300,000. Beginning July 1, 2013, the catchment area of an area authority ~~or a county program~~ shall contain a minimum population of at least 500,000. To the extent this section conflicts with ~~G.S. 153A-77(a),~~ G.S. 153A-77(a) or G.S. 122C-115.1, the provisions of ~~G.S. 153A-77(a)~~this section control."

SECTION 4.(b) G.S. 122C-115(a3) reads as rewritten:

"(a3) A county that wishes to disengage from a local management entity/managed care organization and realign with another multicounty area authority operating under the 1915(b)/(c) Medicaid Waiver may do so with the approval of the Secretary. The Secretary shall adopt rules to establish a process for county disengagement that shall ensure, at a minimum, the following:

(1) Provision of services is not disrupted by the disengagement.

(2) The disengaging county either is in compliance or plans to merge with an area authority that is in compliance with population requirements provided in G.S. 122C-115(a) of this section.

(3) The timing of the disengagement is accounted for and does not conflict with setting capitation rates.

(4) Adequate notice is provided to the affected counties, the Department of Health and Human Services, and the General Assembly.

(5) Provision for distribution of any real property no longer within the catchment area of the area authority."

SECTION 4.(c) G.S. 122C-115(c1) reads as rewritten:

"(c1) Area authorities may add one or more additional counties to their existing catchment area ~~by agreement of a majority of the existing member counties.~~upon the adoption of a resolution to that effect by a majority of the members of the area board and the approval of the Secretary."

SECTION 5.(a) G.S. 122C-115.3(a), (c), (d), (f), and (g) are repealed.

SECTION 5.(b) G.S. 122C-115.3(b) reads as rewritten:

"(b) ~~Notwithstanding the provisions of subsection (a) of this section, no~~ No county shall withdraw from an area authority nor shall an area authority be dissolved ~~without first~~

~~demonstrating that continuity of services will be assured and~~ without prior approval of the Secretary."

SECTION 5.(c) G.S. 122C-115.3(e) reads as rewritten:

"(e) Any fund balance available to an area authority at the time of its dissolution ~~shall be distributed to those counties comprising the area authority on the same pro rata basis that the counties appropriated and contributed funds to the area authority's budget during the current fiscal year. Distribution to the counties shall be determined on the basis of an audit of the financial record of the area authority. The area authority board shall select a certified public accountant or an accountant who is subsequently certified by the Local Government Commission to conduct the audit. The audit shall be performed in accordance with G.S. 159-34. The same method of distribution of funds described in this subsection shall apply when one or more counties of an area authority withdraw from the area authority.~~that is not utilized to pay liabilities shall be transferred to the area authority contracted to operate the 1915(b)/(c) Medicaid Waiver in the catchment area of the dissolved area authority. If the fund balance transferred from the dissolved area authority is insufficient to constitute fifteen percent (15%) of the anticipated operational expenses arising from assumption of responsibilities from the dissolved area authority, the Secretary shall guarantee the operational reserves for the area authority assuming the responsibilities under the 1915(b)/(c) Medicaid Waiver until the assuming area authority has reestablished fifteen percent (15%) operational reserves."

SECTION 6. G.S. 122C-118.1(a) reads as rewritten:

"(a) An area board shall have no fewer than 11 and no more than 21 voting members. The board of county commissioners, or the boards of county commissioners within the area, shall appoint members consistent with the requirements provided in subsection (b) of this section. The process for appointing members shall ensure participation from each of the constituent counties of a multicounty area authority. If the board or boards fail to comply with the requirements of subsection (b) of this section, the Secretary shall appoint the unrepresented category. The boards of county commissioners within a multicounty area with a catchment population of at least 1,250,000 shall have the option to appoint members of the area board in a manner or with a composition other than as required by this section by each county ~~unanimously~~ adopting a resolution to that effect and receiving written approval from the ~~Secretary by January 1, 2013.~~Secretary. A member of the board may be removed with or without cause by the initial appointing authority. The area board may declare vacant the office of an appointed member who does not attend three consecutive scheduled meetings without justifiable excuse. The chair of the area board shall notify the appropriate appointing authority of any vacancy. Vacancies on the board shall be filled by the initial appointing authority before the end of the term of the vacated seat or within 90 days of the vacancy, whichever occurs first, and the appointments shall be for the remainder of the unexpired term."

SECTION 7. G.S. 122C-118.1 is amended by adding the following new subsection to read:

"(f) An area authority that adds one or more counties to its existing catchment area under G.S. 122C-115(c1) shall ensure that the expanded catchment area is represented through membership on the area board, with or without adding area board members under this section, as provided in G.S. 122C-118.1(a)."

SECTION 8. Article 4 of Chapter 122C of the General Statutes is amended by adding a new section to read:

"**§ 122C-118.2. Establishment of county commissioner advisory board.**

(a) There is established a county commissioner advisory board for each catchment area, consisting of one county commissioner from each county in the catchment area, designated by the board of commissioners of each county. The county commissioner advisory board shall meet on a regular basis, and its duties shall include serving as the chief advisory board to the area authority and to the director of the area authority on matters pertaining to the delivery of services for individuals with mental illness, intellectual or other developmental disabilities, and substance abuse disorders in the catchment area. The county commissioner advisory board serves in an advisory capacity only to the area authority, and its duties do not include authority over budgeting, personnel matters, governance, or policymaking of the area authority.

(b) Each board of commissioners within the catchment area shall designate from its members the commissioner to serve on the county commissioner advisory board. Each board of commissioners may determine the manner of designation, the term of service, and the conditions under which its designee will serve on the county commissioner advisory board."

SECTION 9. G.S. 122C-142(a) is rewritten to read:

"(a) When the area authority contracts with persons for the provision of services, it shall use the standard contract adopted by the Secretary and shall assure that these contracted services meet the requirements of applicable State statutes and the rules of the Commission and the Secretary. However, an area authority ~~or county program~~ may amend the contract to comply with any court-imposed duty or responsibility. An area authority ~~or county program~~ that is operating under a Medicaid waiver may amend the contract subject to the approval of the Secretary. Terms of the standard contract shall require the area authority to monitor the contract to assure that rules and State statutes are met. It shall also place an obligation upon the entity providing services to provide to the area authority timely data regarding the clients being served, the services provided, and the client outcomes. The Secretary may also monitor contracted services to assure that rules and State statutes are met."

SECTION 10. G.S. 150B-1(e) is amended by adding a new subdivision to read:

"(21) The Department of Health and Human Services for actions taken under G.S. 122C-124.2."

SECTION 11. By no later than August 1, 2013, the Secretary of the Department of Health and Human Services shall complete an initial certification of compliance, in accordance with G.S. 122C-124.2(a), for each local management entity/managed care organization that has been approved by the Department to operate the 1915(b)/(c) Medicaid Waiver and provide a copy of the certification to the Senate Appropriations Committee on Health and Human Services, the House Appropriations Subcommittee on Health and Human Services, the Legislative Oversight Committee on Health and Human Services, and the Fiscal Research Division.

SECTION 12. Section 4(a) of this act becomes effective January 1, 2014. The remainder of this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 6th day of June, 2013.

s/ Daniel J. Forest
President of the Senate

s/ Thom Tillis
Speaker of the House of Representatives

_____
Pat McCrory
Governor

Approved _____.m. this _____ day of _____, 2013

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2013

HOUSE BILL 399
RATIFIED BILL

AN ACT TO MAKE CHANGES REQUESTED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO LAWS PERTAINING TO CHILD ABUSE, NEGLECT, AND DEPENDENCY; MEDICAID; PUBLIC HEALTH; AND MENTAL HEALTH, DEVELOPMENTAL DISABILITIES, AND SUBSTANCE ABUSE SERVICES.

The General Assembly of North Carolina enacts:

PART I. CHANGES TO LAWS PERTAINING TO CHILD ABUSE, NEGLECT, AND DEPENDENCY

SECTION 1. G.S. 7B-507 reads as rewritten:

"**§ 7B-507. Reasonable efforts.**

(a) An order placing or continuing the placement of a juvenile in the custody or placement responsibility of a county department of social services, whether an order for continued nonsecure custody, a dispositional order, or a review order:

(1) Shall contain a finding that the juvenile's continuation in or return to the juvenile's own home would be contrary to the juvenile's best interest;

(2) Shall contain <u>specific</u> findings as to whether a county department of social services has made reasonable efforts to <u>either</u> prevent <u>the need for placement</u> or eliminate the need for placement of the juvenile, unless the court has previously determined under subsection (b) of this section that such efforts are not required or shall cease;

(3) Shall contain findings as to whether a county department of social services should continue to make reasonable efforts to prevent or eliminate the need for placement of the juvenile, unless the court has previously determined or determines under subsection (b) of this section that such efforts are not required or shall cease;

(4) Shall specify that the juvenile's placement and care are the responsibility of the county department of social services and that the department is to provide or arrange for the foster care or other placement of the juvenile. After considering the department's recommendations, the court may order a specific placement the court finds to be in the juvenile's best interest; and

(5) May provide for services or other efforts aimed at returning the juvenile to a safe home or at achieving another permanent plan for the juvenile.

A finding that reasonable efforts have not been made by a county department of social services shall not preclude the entry of an order authorizing the juvenile's placement when the court finds that placement is necessary for the protection of the juvenile. Where efforts to prevent the need for the juvenile's placement were precluded by an immediate threat of harm to the juvenile, the court may find that the placement of the juvenile in the absence of such efforts was reasonable.

(b) In any order placing a juvenile in the custody or placement responsibility of a county department of social services, whether an order for continued nonsecure custody, a dispositional order, or a review order, the court may direct that reasonable efforts to eliminate the need for placement of the juvenile shall not be required or shall cease if the court makes written findings of fact that:

(1) Such efforts clearly would be futile or would be inconsistent with the juvenile's health, safety, and need for a safe, permanent home within a reasonable period of time;

(2) A court of competent jurisdiction has determined that the parent has subjected the child to aggravated circumstances as defined in G.S. 7B-101;

(3) A court of competent jurisdiction has terminated involuntarily the parental rights of the parent to another child of the parent; or

(4) A court of competent jurisdiction has determined that: the parent has committed murder or voluntary manslaughter of another child of the parent; has aided, abetted, attempted, conspired, or solicited to commit murder or voluntary manslaughter of the child or another child of the parent; ~~or~~ has committed a felony assault resulting in serious bodily injury to the child or another child of the ~~parent.~~parent; has committed sexual abuse against the child or another child of the parent; or has been required to register as a sex offender on any government-administered registry.

(c) When the court determines that reunification efforts are not required or shall cease, the court shall order a plan for permanence as soon as possible, after providing each party with a reasonable opportunity to prepare and present evidence. If the court's determination to cease reunification efforts is made in a hearing that was duly and timely noticed as a permanency planning hearing, then the court may immediately proceed to consider all of the criteria contained in G.S. 7B-907(b), make findings of fact, and set forth the best plan of care to achieve a safe, permanent home within a reasonable period of time. If the court's decision to cease reunification efforts arises in any other hearing, the court shall schedule a subsequent hearing within 30 days to address the permanent plan in accordance with G.S. 7B-907. At any hearing at which the court orders that reunification efforts shall cease, the affected parent, guardian, or custodian may give notice to preserve the right to appeal that order in accordance with G.S. 7B-1001. The party giving notice shall be permitted to make a detailed offer of proof as to any evidence that party sought to offer in opposition to cessation of reunification that the court refused to admit.

(d) In determining reasonable efforts to be made with respect to a juvenile and in making such reasonable efforts, the juvenile's health and safety shall be the paramount concern. Reasonable efforts to preserve or reunify families may be made concurrently with efforts to plan for the juvenile's adoption, to place the juvenile with a legal guardian, or to place the juvenile in another permanent arrangement."

PART II. CHANGES TO LAWS PERTAINING TO MEDICAID

SECTION 2. G.S. 108A-70.5(b)(2) reads as rewritten:

"(2) Estate. – All the real and personal property considered assets of the estate available for the discharge of debt pursuant to G.S. 28A-15-1. The Department has all rights available to estate creditors, including the right to qualify as personal representative or collector of an estate. For individuals who have received benefits under a qualified long-term care partnership policy as described in G.S. 108A-70.4, "estate" also includes any other real and personal property and other assets in which the individual had any legal title or interest at the time of death (to the extent of such interest), including assets conveyed to a survivor, heir, or assign of the deceased individual through joint tenancy, tenancy in common, survivorship, life estate, living trust, or other arrangement."

SECTION 3. G.S. 28A-14-1(b) reads as rewritten:

"(b) Prior to filing the proof of notice required by G.S. 28A-14-2, every personal representative and collector shall personally deliver or send by first class mail to the last known address a copy of the notice required by subsection (a) of this section to all persons, firms, and corporations having unsatisfied claims against the decedent who are actually known or can be reasonably ascertained by the personal representative or collector within 75 days after the granting of ~~letters.~~letters and, if at the time of the decedent's death the decedent was receiving medical assistance as defined by G.S. 108A-70.5(b)(1), to the Department of Health and Human Services, Division of Medical Assistance. Provided, however, no notice shall be required to be delivered or mailed with respect to any claim that is recognized as a valid claim by the personal representative or collector."

SECTION 4. G.S. 28A-19-6(a) reads as rewritten:

"(a) After payment of costs and expenses of administration, the claims against the estate of a decedent must be paid in the following order:

First class. Claims which by law have a specific lien on property to an amount not exceeding the value of such property.

Second class. Funeral expenses to the extent of three thousand five hundred dollars ($3,500). This limitation shall not include burial place or gravestone. The preferential limitation herein granted shall be construed to be only a limit with respect to preference of payment and shall not be construed to be a limitation on reasonable funeral expenses which may be incurred; nor shall the preferential limitation of payment in the amount of three thousand five hundred dollars ($3,500) be diminished by any Veterans Administration, social security or other federal governmental benefits awarded to the estate of the decedent or to the decedent's beneficiaries.

Third class. Costs associated with gravestones and reasonable costs for the purchase of a suitable burial place as provided in G.S. 28A-19-9 to the extent of one thousand five hundred dollars ($1,500). The preferential limitation herein granted shall be construed to be only a limit with respect to preference of payment and shall not be construed to be a limitation on reasonable gravestone or burial place expenses which may be incurred; nor shall the preferential limitation of payment in the amount of one thousand five hundred dollars ($1,500) be diminished by any Veterans Administration, social security or other federal governmental benefits awarded to the estate of the decedent or to the decedent's beneficiaries.

Fourth class. All dues, taxes, and other claims with preference under the laws of the United States.

Fifth class. All dues, taxes, and other claims with preference under the laws of the State of North Carolina and its subdivisions.

Sixth class. Judgments of any court of competent jurisdiction within the State, docketed and in force, to the extent to which they are a lien on the property of the decedent at the decedent's death. The Department of Health and Human Services is a sixth-class creditor for purposes of determining the order of claims against the estate; provided, however, that judgments in favor of other sixth-class creditors docketed and in force before the Department seeks recovery for medical assistance shall be paid prior to recovery by the Department.

Seventh class. Wages due to any employee employed by the decedent, which claim for wages shall not extend to a period of more than 12 months next preceding the death; or if such employee was employed for the year current at the decease, then from the time of such employment; for medical services within the 12 months preceding the decease; for drugs and all other medical supplies necessary for the treatment of such decedent during the last illness of such decedent, said period of last illness not to exceed 12 months.

Eighth class. A claim for equitable distribution.

Ninth class. All other claims."

SECTION 5. Article 8A of Chapter 36C of the General Statutes is amended by adding a new section to read as follows:

"**§ 36C-8-818. Notice of deceased Medicaid beneficiaries.**

If a trust was established by a person who at the time of that person's death was receiving medical assistance, as defined in G.S. 108A-70.5(b)(1), and the trust was revocable at the time of that person's death, then any trustee of that trust who knows of the medical assistance within 90 days of the person's death shall provide notice of that person's death to the Department of Health and Human Services, Division of Medical Assistance, within 90 days of the person's death. This section does not apply to trustees of preneed funeral trusts established or created pursuant to Article 13D of Chapter 90 of the General Statutes."

SECTION 6. G.S. 108C-3 reads as rewritten:

"**§ 108C-3. Medicaid and Health Choice provider screening.**

...

(c) Limited Categorical Risk Provider Types. – The following provider types are hereby designated as "limited" categorical risk:

...

(12) Physician or nonphysician practitioners (including nurse practitioners, CRNAs, physician assistants, physician extenders, occupational therapists, speech/language pathologists, chiropractors, and audiologists), optometrists, dentists and orthodontists, and medical groups or clinics.

...

(15) Hearing aid dealers.

(16) Portable X-ray suppliers.

(17) Religious nonmedical health care institutions.

(18) Registered dieticians.
(19) Clearinghouses, billing agents, and alternate payees.
(20) Local health departments.

...

(e) Moderate Categorical Risk Provider Types. – The following provider types are hereby designated as "moderate" categorical risk:

...

(3) Critical Access Behavioral Health Agencies.
~~(4) Dentists and orthodontists.~~
(5) Hospice organizations.

...

(13) Revalidating agencies providing private duty nursing, home health, personal care services or in-home care services, or home infusion.
(14) Nonemergency medical transportation.

...."

PART III. CHANGES TO LAWS PERTAINING TO PUBLIC HEALTH

SECTION 7. G.S. 130A-22(b3) reads as rewritten:

"(b3) The Secretary may impose an administrative penalty on a person who violates Article 19A or 19B of this Chapter or any rules adopted pursuant to Article 19A or 19B of this Chapter. Each day of a continuing violation is a separate violation. The penalty shall not exceed ~~one~~ five thousand dollars ~~($1,000)~~($5,000) for each day the violation continues for Article 19A of this Chapter. The penalty shall not exceed ~~seven hundred fifty~~five thousand dollars ~~($750.00)~~($5,000) for each day the violation continues for Article 19B of this Chapter. The penalty authorized by this section does not apply to a person who is not required to be certified under Article 19A or 19B."

SECTION 8. G.S. 130A-101(b) reads as rewritten:

"(b) When a birth occurs in a hospital or other medical facility, the person in charge of the facility shall obtain the personal data, prepare the certificate, secure the signatures required by the certificate and file it with the local registrar within ~~five~~10 days after the birth. The physician or other person in attendance shall provide the medical information required by the certificate."

SECTION 9. G.S. 130A-209(a) reads as rewritten:

"**§ 130A-209. Incidence reporting of cancer; charge for collection if failure to report.**

(a) ~~All~~ By no later than October 1, 2014, all health care facilities and health care providers that detect, diagnose, or treat cancer or benign brain or central nervous system tumors shall submit by electronic transmission a report to the central cancer registry each diagnosis of cancer or benign brain or central nervous system tumors in any person who is screened, diagnosed, or treated by the facility or provider. The electronic transmission of these reports shall be in a format prescribed by the United States Department of Health and Human Services, Centers for Disease Control and Prevention, National Program of Cancer Registries. The reports shall be made within six months ~~of~~ after diagnosis. Diagnostic, demographic and other information as prescribed by the rules of the Commission shall be included in the report."

PART IV. CHANGES TO LAWS PERTAINING TO MENTAL HEALTH, DEVELOPMENTAL DISABILITIES, AND SUBSTANCE ABUSE SERVICES

SECTION 10. Section 3.(b) of S.L. 2012-151 reads as rewritten:

"**SECTION 3.(b)** ~~All~~ Except as provided in this subsection, all area boards shall meet the requirements of G.S. 122C-118.1, as amended by subsection (a) of this ~~section,~~section and Sections 6 and 7 of S.L. 2013-85, no later than October 1, 2013. The requirements of G.S. 122C-118.1 do not apply when both of the following criteria are met:

(1) An area authority receives approval from the Secretary to realign or merge with another area authority. In this circumstance, the new area board associated with the surviving area authority is not obligated to meet the requirements of G.S. 122C-118.1 until 30 days after the effective date of the realignment or merger, or until April 1, 2014, whichever is sooner.
(2) A different area authority involved in the same realignment or merger approved by the Secretary pursuant to subdivision (1) of this subsection (i) receives approval on or before October 1, 2013, from the Secretary to

dissolve pursuant to G.S. 122C-115.3(b) and initiates plans for the dissolution or (ii) receives a directive on or before October 1, 2013, from the Secretary to dissolve pursuant to G.S. 122C-124.2."

SECTION 11. G.S. 122C-115(a), as amended by Section 4(a) of S.L. 2013-85, reads as rewritten:

"(a) A county shall provide mental health, developmental disabilities, and substance abuse services in accordance with rules, policies, and guidelines adopted pursuant to statewide restructuring of the management responsibilities for the delivery of services for individuals with mental illness, intellectual or other developmental disabilities, and substance abuse disorders under a 1915(b)/(c) Medicaid Waiver through an area authority. Beginning July 1, 2012, the catchment area of an area authority shall contain a minimum population of at least 300,000. Beginning July 1, 2013, the catchment area of an area authority shall contain a minimum population of at least 500,000. To the extent this section conflicts with ~~G.S. 153A-77(a)~~G.S. 153A-77 or G.S. 122C-115.1, the provisions of this section control."

PART V. EFFECTIVE DATE

SECTION 12. Section 10 of this act is effective when this act becomes law. Section 11 of this act becomes effective January 1, 2014. The remainder of this act becomes effective October 1, 2013.

In the General Assembly read three times and ratified this the 23rd day of July, 2013.

s/ Louis M. Pate, Jr.
Deputy President Pro Tempore of the Senate

s/ Thom Tillis
Speaker of the House of Representatives

_____
Pat McCrory
Governor

Approved _____.m. this _____ day of _____, 2013

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Economic Development Commission Appointments
Department:	Governing Body
Summary:	Attached are an e-mail from EDC Director Matt Blackwell regarding a summary of the EDC subcommittee meeting and a memo relating the action of the ten-member EDC which was to approve the subcommittee recommendation. Minutes of this meeting had not been finalized when the agenda was prepared.
Budget:	NA
Action Needed for Approval:	Make appointments.
Contact Information:	Matt Blackwell, Economic Development Director 248-1716 matt.blackwell@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Economic Development Commission Structure
- Economic Development Commission Minutes

From: Carl Classen
To: Matt Blackwell
Cc: Terry Hines; Omer Causey; Keith Melton; County Commissioners; Hazel Haynes
Subject: RE: Summary of Structure Subcomittee Meeting
Date: Wednesday, August 07, 2013 6:43:41 PM

Thanks, Matt. Many thanks to Terry, Keith and Omer for jumping on this quickly and keeping the ball moving forward.

By copy, I am providing a copy of the proposal to the County Commissioners but with the caveat that the Economic Development Board will review it August 21.

Carl

Carl Classen
County Manager
Rutherford County, NC
(828) 287-6060
(828) 287-6210 FAX

Pursuant to North Carolina General Statutes, Chapter 132,et.seq., this electronic mail message and any attachment hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

From: Matt Blackwell
Sent: Wednesday, August 07, 2013 4:59 PM
To: Carl Classen
Cc: Terry Hines; Omer Causey; Keith Melton
Subject: Summary of Structure Subcomittee Meeting

Carl:

On behalf of the Structure Subcommittee, I am presenting the following information:

The Economic Development Advisory Board, consisting of Terry Hines, Omer Causey, and Keith Melton met on Tuesday, August 6th at the Economic Development Office. After much discussion, the Structure Subcommittee will present the following recommendations for consideration at the August 21st Economic Development Advisory Board Meeting:

1. Keep the Advisory Board appointment as they currently exist with four (4) district and one (1) at-large appointment due to be made as follows:
    a. Commissioner Bill Eckler – District Appointment
    b. Commissioner Greg Lovelace – District Appointment
    c. Commissioner Eddie Holland – District Appointment
    d. Commissioner Bo Richard – District Appointment
    e. Commissioner Julius Owens – At-large Appointment

2. Issue an email to current Advisory Board Members whose term will be expiring asking them to contact their respective Commissioner should they choose to continue to serve;
3. Issue an email to County Commissioners notifying them of the upcoming reappointments or request for new appointments to be made at the September BOC meeting;
4. At the September 2013 Advisory Board Meeting, hold nomination and election of new officers for FY 13-14 and identify a Subcommittee to explore a "Private Partnership;"
5. At a future Advisory Board Meeting, invite economic development stakeholders in the community (ie. ICC-President, RRHS-CEO, RCS-Superintendent, TDA-appointee, RC Chamber-Director, Hickory Nut Gorge Chamber-Director) to participate in a regular monthly meeting to brainstorm regarding the formation of a "private partnership" for support and enhancement of economic development activities in Rutherford County.

The recommendations above will be presented to the Economic Development Advisory Board for consideration at the August 21st meeting. A subsequent recommendation can be submitted for the September 2013 Board of County Commissioners Agenda contingent approval by the Advisory Board on August 21st. Please contact Terry Hines, Advisory Board Chairman, should you have any questions or concerns.

Matt Blackwell
Executive Director - Economic Development
142 E. Main Street, Suite 100, Forest City, NC 28043
828.248.1716 (o) l 828.248.1771 (f) l 828.748.4693 (m)

www.rutherfordcountyncedc.com

Pursuant to North Carolina General Statutes, Chapter 132,et.seq., this electronic mail message and any attachment hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

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From: Birgit Dilgert
Sent: Wednesday, September 04, 2013 3:27 PM
To: Hazel Haynes
Subject: motion

The Advisory Board subcommittee made a recommendation that the Board of Commissioners proceed with appointing the five Economic Development Advisory Board positions through the normal process with their appointments to take effect in the month of October. Following that the ten members of the Advisory Board will then elect officers and a new subcommittee will be appointed to work on moving forward with a new structure for the Economic Development Advisory Board.
Motion: Tom Helton
Seconded: Omer Causey
All in favor

Birgit Dilgert
Economic Development Assistant
142 E. Main Street, Suite 100, Forest City, NC 28043
828.248.1716 (o) 828.248.1771 (f)
www.rutherfordcountyncedc.com

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Mental Health Dissolution Funds
Department:	Governing Body
Summary:	A prior proposal from the Rutherford Community Health Center is attached. The County is awaiting a revision that incorporates Mobile Crisis clients into Community Health Center's behavioral health services so fewer clients go to the Emergency Room or the Detention Center.
Budget:	NA
Action Needed for Approval:	Action pending revised proposal. Balance of Dissolution Funds to pay for inmate behavioral health costs.
Contact Information:	Carl Classen, County Manager 287-6060 carl.classen@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Community Health Center Proposal

Rutherford Community Health Center
Detailed Budget of Requested County Support - Revised

EXPENSES	Rutherford County Contribution
Salary Support	175,240.00
Materials & supplies	$4,600.00
Total	**179,840.00**

Budget Notes:
RCHC is seeking $179,840.00 to provide behavioral health counseling and primary care through an integrated model to provide crisis prevention services to the residents of Rutherford County. The goal of RCHC is to increase access to behavioral health services to prevent patient crisis which send them to the local emergency department. The average cost per encounter at RCHC is approximately $113.00 compared to the average emergency room visit at $540.00. Considering a high percentage of behavioral health ED visits are by the uninsured, RCHC is a more efficient and cost effective choice as prevention than a crisis emergency room visit.

EXPENSE JUSTIFICATION

PERSONNEL: $175,240.00
Psychiatric Nurse Practitioner: 10 hrs. per week at $89/hour to provide behavioral health services.

Licensed Clinical Social Worker: 40 hrs. per week @ $27/hour to provide behavioral health services.

Midlevel Provider: 20 hrs. per week @ $60/hour to provide medical case management, medication management, and monitor patient adherence to care.

LPN: 8 hrs. per week @ $14/hour to provide primary care support services for two evenings per week.

Front Office Registrar: 8 hrs. per week @ $11/hour to provide office support services for two evenings per week.

Materials and supplies: $4,600.00

PROJECT SUSTAINABILITY
Based on the projected patient encounters for one year by the three providers/clinicians funded through this grant request, RCHC anticipates approximately $313,000 in billable services. This revenue is anticipated through billable services to 80% uninsured, 12% Medicaid and 7% Medicare patients.

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Enhanced Recycling Contracts
Department:	Governing Body
Summary:	Negotiations are continuing. A hand-out will be provided at the meeting.
Budget:	NA
Action Needed for Approval:	Discussion and possible approval.
Contact Information:	James Kilgo, Solid Waste Director 687-6002 james.kilgo@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Personnel Policy Change
Department:	Governing Body
Summary:	The proposed changes relate to grievance and adverse action appeals.
Budget:	NA
Action Needed for Approval:	Approve changes to Personnel Policy.
Contact Information:	Judy Toney, Human Resources Director 287-6145 judy.toney@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Personnel Policy Changes

Changes in the Personnel Policy

Please see the attached personnel policy. These changes are minor and are for clarification and consistency within the policy.

Article VIII, Section 2, Step one (1). Original Version – "The employee with a grievance or adverse action appeal shall present the matter orally or in writing to his immediate supervisor within (30) working days...

Change by removing the word "orally" and make the request read – "The employee with a grievance or adverse action shall present the matter in writing to his immediate supervisor within thirty (30) working days...

Reason for change: It is always best to have any personnel information in writing to have a record of action requested and/or taken for further use or in the event of legal action.

Article VIII, Section 2, Step one (1). Original Version "If the exact date cannot be established for the occurrence of a grievance circumstance, the thirty (30) working day limit will be waived, but the employee should file the grievance within a reasonable time period.

Change by removing the section""...the thirty (30) working day limit will be waived,..." to "...the thirty (30) day working limit will be set to begin on the day the grievance is presented to the supervisor."

Reason for change: All of the grievance procedures in this section have thirty (30) day working limits and this change will make the section consistent in all areas.

ARTICLE VIII. GRIEVANCE PROCEDURE; DISCRIMINATORY AND ADVERSE ACTION APPEAL

Section 1. Grievance Procedure and Adverse Action Appeal - Policy

(a) In order to maintain a harmonious and cooperative relationship between the county and its employees, it is the policy of the county to provide for the settlement of problems and differences through an orderly grievance procedure. Every permanent employee shall have the right to present his problem, grievance or adverse action appeal in accordance with the established policy free from interference, coercion, restraint, discrimination or reprisal.

(b) It is the responsibility of the supervisor at all levels, consistent with authority delegated to them to consider and take appropriate action promptly and fairly on a grievance or adverse action appeal of any employee.

(c) In adopting this chapter, the county sets forth the following objectives to be attained in this program.

(1) Assure employees of a way in which they can get their problems or complaints considered rapidly, fairly and without fear of reprisal.

(2) Encourage the employee to express himself about how the conditions of work affect him as an employee.

(3) Get better employee understanding of policies, practices and procedures which affect them.

(4) Provide employees with assurance that actions are taken in accordance with policies.

(5) Provide a check on how policies are carried out by supervisors.

(6) Give supervisors a greater sense of responsibility in their dealings with employees.

Section 2. Same - Nondiscrimination.

Any permanent county employee having a problem or grievance arising out of or due to his employment and who does not allege discrimination because of his age, sex, race, color, national origin, religion, creed, physical disability or political affiliation shall first discuss his problem or grievance with his supervisor and follow the grievance and adverse action appeal procedure established by the county.

Step one (1). The employee with a grievance or adverse action appeal shall present the matter in writing to his immediate supervisor within thirty (30) working days of its occurrence or within thirty (30) working days of the time the employee learns of its occurrence, with the objective of resolving the matter informally. If the exact date cannot be established for the occurrence of a grievance circumstance, the thirty (30) working day limit will be set as the day the grievance is presented to the supervisor. The supervisor should be and is encouraged to consult with any

employee or officer deemed necessary to reach a correct, impartial and equitable determination and shall give the employee an answer as soon as possible, but within five (5) working days.

Step two (2). If the decision is not satisfactory to the employee in step one, or if he fails to receive an answer within the designated period provided in step one, he may file the grievance in writing within ten (10) working days with the department head, who shall hear the grievance and render a decision in writing within a maximum of ten (10) working days.

For employees in the Sheriff's Department and the Register of Deeds office, there shall be no appeal beyond the decision of the respective department heads.

Step three (3) adverse action

Permanent employee. In an adverse action case (demotion, dismissal, reduction in pay, layoff or an undesirable transfer or suspension), the regular employee shall have thirty (30) days from the adverse action to either appeal by written notice to the county manager for a formal hearing on appeal or to the Director of Human Resources for an informal review of the adverse action.

In the event of an adverse action appeal for informal review, the permanent employee shall have the opportunity to present written evidence to the Director of Human Resources within five (5) working days of the written appeal. Failure by the permanent employee to provide the written evidence within that time shall be considered waiver thereof. The Director of Human Resources shall review the personnel file, review the evidence presented and interview the permanent employee and any other witnesses as the Director of Human Resources deems necessary. The interview with the employee must take place no later than ten (10) working days after the written appeal. Failure by the employee to appear or be available during this period shall be considered waiver of the interview by the employee. The Director of Human Resources must render an advisory opinion in writing to the employee and to the County Manager within three (3) working days of the interview of the employee (or the employee's waiver thereof). The County Manager, after considering the advisory opinion of the Director of Human Resources, shall report his or her decision to the employee within five (5) working days of receipt of the advisory opinion.

If a permanent employee shall appeal an adverse action to the County Manager for formal hearing, the County Manager shall hold a hearing on the appeal within ten (10) working days. Within five (5) working days of the hearing, the County Manager shall render a written decision to the employee. In a hearing before the County Manager, the County must produce evidence to justify the adverse actions taken by the County regarding the employee. The employee has the right to be represented by a licensed attorney at law of his choice. The employee has the right at the hearing to examine all the evidence and to cross examine witnesses. The employee also has the right to present evidence and witnesses on the employee's behalf. The written decision of the County Manager shall be forwarded to the employee.

Step three (3) competitive service employee.

If a competitive service employee is not satisfied with the step two decision, or if he fails to receive an answer within a reasonable period of time, he may file the grievance or adverse action appeal with the state personnel commission within thirty (30) days after receipt of notice of the local department head's step two decision. The request should be filed through the state personnel director.

The state personnel director or any other person or persons designated by the commission shall investigate the disciplinary action or alleged discrimination which is appealed to the commission. The state personnel commission may hear the case or direct the state personnel director or other person or persons designated by the commission to conduct a hearing of the facts and issues. If

following the investigation and hearing, a settlement is agreed to by both parties, the state personnel director or the designated agent shall certify the settlement to the commission. If following the investigation and hearing, there are issues and facts on which agreement cannot be reached, the state personnel director or the designated agent shall report his findings to the commission with his recommendations. The commission at its next meeting, or as soon as possible thereafter, shall consider the report and modify, alter, set side or affirm said report and certify its findings to the local appointing authority. Decisions which may be made by the commission include the reinstatement of an employee to the position from which he has been removed, the employment, promotion, transfer or salary adjustment of an individual to whom it has been wrongfully denied or other suitable action to correct the abuse which may include requirement of payment for any loss of salary which has resulted from the improper discriminatory action of the appointing authority.

The decisions of the state personnel commission shall be binding in appeals of local employees subject to the State personnel act if the commission finds that the employee has been subjected to discrimination or in any case where a binding decision is required by applicable federal standards. However, in all other local employee appeals, the decisions of the state personnel commission shall be advisory to the local appointing authority.

Section 4. Same - Discrimination

Any applicant for county employment, county employee or former county employee who has reason to believe that employment, promotion, training or transfer was denied him to that demotion, layoff or termination of employment was forced upon him because of his age, sex, race, color, religion, national origin, creed, political affiliation or physical disability except where specific age, sex or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, shall have the right to appeal directly to the county manager (in the case of general county employment) or the state personnel commission (in the case of competitive service employment). A permanent county employee has the right to appeal using the grievance procedure outlined in Section 4 if he so desires. An employee or applicant must appeal an alleged act of discrimination within thirty (30) days of the alleged discriminatory action.

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Contract for Electronic Recyling
Department:	Governing Body
Summary:	A proposed contract for electronic recycling is attached. Highlights of the contract are: • County will pick up all electronics from centers and deliver them to landfill. • County will wrap and palletize all electronics using mostly inmate labor. • County will call for a truck to come and pick up 24 pallets at a time. • Electronic Recyclers will furnish shrink wrap, pallets, and gaylord boxes. • As long as County has 18,000 lbs.on truck, there is no charge for disposal. • If less than 18,000 lbs. on truck, then County would pay $500.00 shipping. • Only fee would be shipping cost and County labor.
Budget:	NA
Action Needed for Approval:	Approve points in agreement. Direct County Attorney to prepare final agreement. Authorize Chairman, Clerk, and County Manager to sign and execute agreement upon recommendation of County Attorney.
Contact Information:	James Kilgo, Solid Waste Director 287-6002 james.kilgo@rutherfordcountync.gov

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Attachments / click to download

- Agenda Submittal Form.
- Electronic Recycling Services Agreement

ELECTRONIC RECYCLING SERVICES AGREEMENT

THIS ELECTRONIC RECYCLING SERVICES AGREEMENT (this "Agreement") is made as of _____, 2013 (the "Effective Date"), by and between Electronic Recyclers International Inc., a Delaware corporation ("ERI") and Rutherford County, North Carolina ("Customer"). ERI and Customer are referred to herein collectively as the "Parties," and each individually as a "Party."

RECITALS

A. ERI is in the business of collecting, handling, dismantling, and recycling electronic waste in a safe and socially responsible manner consistent with all applicable laws, rules, and regulations.

B. Customer desires to engage ERI as a recycler of covered electronic devices that are collected and/or consolidated by Customer, as further identified in Schedule I attached hereto and incorporated herein by this reference ("Covered Electronic Devices").

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

1. Services.

1.1. Engagement of ERI. Upon the terms and subject to the conditions set forth in this Agreement, Customer hereby engages ERI as an independent contractor to render exclusive electronic recycling services with respect to the Covered Electronic Devices.

1.2. Specific Services to be Provided. ERI shall dismantle, shred, physically destroy, and/or recycle all Covered Electronic Devices collected by Customer and provided to ERI using standard methods approved in the industry and in compliance with all applicable laws, rules, regulations, orders and ordinances, including e-Stewards standards, in conjunction with the collection, processing, recycling and/or disposal of Covered Electronic Devices, their components and any other materials collected in conjunction therewith.

2. Fees. Any fees for Services shall be set forth on Schedule I.

3. Term and Termination. This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term"). The Agreement will automatically renew for consecutive one (1) year terms ("Subsequent Term") upon the expiration of the Initial Term unless (i) a written notice of non-renewal is given by either Party to the other Party at least thirty (30) calendar days prior to the expiration of the term then in effect or (ii) the Agreement is otherwise terminated by either Party with or without cause upon thirty (30) days' prior written notice to the other Party.

4. **Additional Terms**. The balance of the terms of this Agreement shall be as set forth in Exhibit "A", Schedule I, Schedule II, and Schedule III which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ERI:

ELECTRONIC RECYCLERS,
INTERNATIONAL INC., a
Delaware corporation

By: _____
Name: _____
Its: _____

Customer:

Rutherford County, North Carolina

By: James Kilgo
Name: _____
Its: _____

Customer Billing Information:

Address: 656 Laurel Hill Drive.
Rutherfordton, NC 28139

Attn: James Kilgo
Fax: (828) 287-6312
Email: James.Kilgo@rutherfordcountync.gov

Exhibit "A"
(Standard Terms and Conditions)

1. Collection Services. Pursuant to the terms of this Agreement, ERI shall arrange for the transportation of Covered Electronic Devices at Customer's sole cost and expense.

2. Recycling Services.

2.1. ERI shall handle each load it receives at an ERI Processing Facility in accordance with the following provisions:

2.1.1. ERI shall inspect the shipment and delivery receipt upon acceptance of each load to ensure that the receipt and shipment documentation accurately reflect the composition of materials in each load. ERI shall inspect all packages and skids-pallets, when applicable, to confirm that the correct Covered Electronic Devices have been received. ERI shall advise Customer of any discrepancies via email at the following address:

Customer Contact

Name: James Kilgo

E-mail Address:
James.kilgo@rutherfordcountync.gov

2.1.2. ERI may visually and manually screen each load for hazardous components. ERI shall not be required to accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, or biological or infectious waste. ERI shall not be required to accept for processing: batteries, fluorescent bulbs, and/or dry powder substances; and

2.1.3. To the extent any hazardous components or unauthorized waste are sent by Customer to ERI, ERI may, in its sole discretion, return such items to Customer for proper disposal or ERI may dispose of such material and invoice Customer for the actual costs of disposal and handling;

2.2. In addition to the services set forth in the Agreement, ERI shall process each load it receives at an ERI Processing Facility in accordance with the following provisions:

2.2.1. ERI shall recycle all Covered Electronic Devices collected under this Exhibit using standard methods approved in the industry;

2.2.2. ERI shall shred, degauss, and/or impair all electronic storage media incorporated into any Covered Electronic Devices, or otherwise overwrite the data located thereon in accordance with R2 and e-Stewards standards;

2.2.3. ERI shall completely dismantle all Covered Electronic Devices collected under this Exhibit in an ERI Processing Facility and shall manage all glass in accordance with all applicable federal, state, and local laws;

2.2.4. ERI shall ensure that all final wastes resulting from the recycling process are disposed in accordance with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances, as they may be amended from time to time; and

2.3. ERI shall have the right to sell into global markets any commodities generated from recycling Covered Electronic Devices so long as permitted under applicable laws. These markets include, but are not limited to, North America, Europe, South America, and Asia. Any such sale by ERI shall conform to the export control laws and regulations of the United States.

3. Title to Covered Electronic Devices. Title to the Covered Electronic Devices and any proceeds therefrom shall pass to ERI at the time of pick up from Customer. Provided, however, ERI and its subsidiaries and affiliates are not accepting title or responsible for any hazardous waste or hazardous materials.

4. Invoicing.

4.2. To the extent ERI owes Customer (as further set forth on Schedule I), ERI shall pay Customer within forty five (45) days of receipt of a shipment from Customer.

4.3. To the extent Customer owes ERI (as further set forth on Schedule I),

Customer shall pay ERI within forty five (45) days of receipt of invoice from ERI.

5. Representations and Warranties of Customer.

5.1. Organization of Customer. Customer is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and operation. Customer has full corporate power and authority to negotiate this Agreement, to execute and deliver this Agreement, and to perform its obligations hereunder. All necessary action on the part of Customer has been taken to authorize and approve the execution and delivery of this Agreement and performance thereof by Customer. This Agreement constitutes the valid and legally binding obligation of Customer, enforceable against Customer in accordance with its terms and conditions.

5.2. Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Customer is subject, or (ii) violate any provision of the governing documents of Customer. Customer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the financial condition of Customer or on the ability of the Parties to consummate the transactions contemplated by this Agreement.

5.3. Confidentiality. Customer shall hold confidential all confidential and trade secret information relating to the business of ERI and its affiliated and subsidiary companies disclosed to it by reason of this Agreement, and will not disclose any of such information to any person or entity unless legally compelled to do so. Provided, however, that to the extent that Customer may become so legally compelled, Customer may only disclose the information if Customer shall first afford ERI the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be disclosed.

9.4. Indemnity. Customer shall indemnify, defend and hold harmless, ERI (including any of ERI's officers, directors, subsidiaries, affiliates, agents, and employees) from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees and costs) arising out of (i) any acts, omissions, negligence or willful misconduct of, and/or (ii) breach of this Agreement by, Customer or Customer's employees, contractors or agents.

6. Assignment. This Agreement shall not be assignable in whole or in part by ERI without the prior written consent of Customer, except that ERI may assign any of its rights pursuant to this Agreement to its affiliates or successor, if any. Additionally, but not by way of limitation, the services and performance under this Agreement by ERI may be performed by one or more subsidiaries, affiliates and/or subcontractors. This Agreement shall not be assignable in whole or in part by Customer without the prior written consent of ERI, except that Customer may assign any of its rights pursuant to this Agreement to any affiliates or successor.

7. Dispute Resolution.

7.1. Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state.

7.2. Binding Dispute Resolution. The Parties shall submit all disputes, claims or demands of any kind relating to or arising out of this Agreement ("Controversy") to a three-step dispute resolution process. The three-step process shall (i) begin with informal negotiation conducted in good faith; (ii) be followed, if necessary, by mediation exclusively in Fresno, CA, initiated by a written demand of one Party served on the other, and if the mediator determines that the Controversy cannot be resolved by mediation or if either Party shall make a written demand therefor, then; (iii) the Controversy shall be submitted to binding arbitration exclusively in Fresno, CA, conducted by a neutral arbitrator, in accordance with the rules and regulations of the American Arbitration Association. The arbitration award shall include attorney's fees and costs pursuant to this Agreement, and any damages or remedies otherwise available under applicable law, shall be supported by written conclusions of law and fact. Application may be had

by any Party to any court of general jurisdiction for entry of judgment based on the arbitration award. The foregoing notwithstanding, either Party may maintain, for the purpose of obtaining a provisional remedy or provisional relief, any underlying action or claim on which such affirmative relief may be based.

7.3. Prevailing Party. If any arbitration or action is commenced by any Party to enforce or interpret the terms of this Agreement, the Party finally prevailing in such arbitration or action (after appeal, if any) shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled.

8. Limitation of Liability. EXCEPT WITH RESPECT TO ANY INDEMNITY OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL) ARISING FROM ANY CLAIM OR DAMAGE RELATING TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

9. Counterparts; Facsimile Signature. This Agreement and any Exhibit to this Agreement may be executed in one or more counterparts (including by means of facsimile or e-mailed signature pages), all of which shall be considered one and the same legal instrument, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. For purposes of this Agreement, a facsimile or e-mailed signature shall be deemed to be as valid and enforceable as an original.

10. Notices. Unless otherwise indicated herein, all notices, requests, demands or other communications to Customer and ERI shall be deemed to have been given or made immediately if by either facsimile or email, or when deposited in the mail, via registered or certified mail, return receipt requested, postage prepaid, or when delivered to an overnight delivery service, to Customer according to the Customer Contact Information provided on the signature page of this Agreement, or to ERI as follows:

To ERI: Electronic Recyclers International, Inc.
Attention: Kevin J. Dillon
2860 S. East Ave.
Fresno, CA 93725
Fax No.: (559) 442-3999

11. Modification, Nonwaiver, Severability. Neither this Agreement nor any Exhibit attached hereto may be changed, altered or amended orally. Modifications to this Agreement and its Exhibits must be by written instrument signed by Customer and ERI. Failure by any Party to exercise promptly any right granted herein or to require strict performance of any obligation imposed hereunder shall not be deemed a waiver of such right. If any provision of this Agreement or an Exhibit hereto is held ineffective for any reason, the other provisions shall remain effective.

12. Interpretation. The headings and captions contained in this Agreement and the Exhibits attached hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement or Exhibit. The use of the word "including" in this Agreement and the Exhibits attached hereto shall mean "including without limitation."

13. Relationship of Parties. Except as specifically provided herein, neither Party shall act or represent or hold itself out as having authority to act as an agent, employee, or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement. Customer and ERI are independent contractors, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto.

14. Force Majeure. If ERI is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority, riot, war, rebellion or other causes beyond the reasonable control of ERI, or other acts of God, then upon written notice to Customer, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and ERI shall have no liability to Customer in connection therewith. ERI shall use reasonable efforts to remove the disability within thirty (30) calendar days of giving notice of the disability.

15. Nondisparagement. During and after the Term of this Agreement, neither party will make, or cause to be made, any statement or disclosure, whether direct or indirect, express or implied, oral or written, to any person, including without limitation any member of the press or public, if such statement is intended or will have the effect of disparaging, ridiculing or defaming the other party, any of its affiliated entities, past or present officers, directors, or employees, or products and services offered or owned by such other party.

16. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

Schedule I
(State Program Description)

1.0 North Carolina

1.1 Covered Electronic Devices:

(a) Televisions;
(b) Computers (desktops and laptops);
(c) Computer monitors;
(d) Computer peripherals (keyboards, mice, cables); and
(e) Printer devices (printers, scanners, and print/scan/fax machines).

1.2 Covered Entities:

For purposes of the services performed by ERI in North Carolina, the phrase "Covered Entities" shall mean:

(a) An occupant of a single detached dwelling unit or a single unit contained within a multiple dwelling unit who used a covered device primarily for personal or home business use; and
(b) A nonprofit organization with fewer than 10 employees that used a covered device in its operations.

1.3 Program Year:

For purposes of the services performed by ERI in North Carolina, the phrase "Program Year" shall mean the period from July 1 to June 30 of the following year.

1.4 Customer Responsibility:

(a) Customer shall collect Covered Electronic Devices at no cost to a Covered Entity.

(b) Customer shall maintain compliance with all local, state, and Federal laws and regulations surrounding the collection of Covered Electronic Devices, including but not limited to Session Law 2010-67 (Discarded Computer Equipment and Television Management).

(c) Within seven (7) days of executing this Agreement, Customer shall complete and return to ERI the "ERI Client Collection Site Information Form" for all collection sites maintained by Customer or partner collectors, and/or partner consolidators. The form must be filled out in its entirety, be approved by ERI, and be updated periodically upon the request of ERI throughout the term of this Agreement.

1.5 Packaging and Freight:

ERI requests all Covered Electronic Devices and other related items be packaged on pallets firmly wrapped with stretch wrap or packaged into Gaylord boxes or something similar and placed on pallets. ERI shall provide the following packaging supplies at no cost to the Customer:

- Pallets
- Gaylord Boxes
- Shrink/Stretch Wrap

ERI requires obsolete electronics to be sorted into the following categories:

- CED Televisions;
- CED Computer Monitors;
- CED CPUs;
- Other CED electronic devices (computer peripherals and printer devices); and
- Items not eligible under the North Carolina Electronics Management Program.

ERI will provide collection service of Covered Electronic Devices collected at the Customer site on an at-call basis upon 72 hours of requested pick up time/date. ERI requests pickups to occur when 24-26 pallets are ready to be picked up. ERI will send a 53 ft. truck to pick up the material from the Customer. When the trailer is ready for pick-up, ERI will cover freight, at no additional cost to the customer, for all truck loads with a net material weight of at least 18,000 lbs. Customer will be charged $500 for any pick-up with a net material weight of less than 18,000 lbs.

1.6 Fees for Services Performed in North Carolina by ERI:

Subject to Customer's compliance with the terms of the Agreement and this Schedule I, ERI shall accept all Covered Electronic Devices (CEDs) and non-Covered Electronic Devices (non-CEDs) at no cost ($0/lb.) to the Customer.

Schedule II
(ERI Locations)

- California
  3243 South East Avenue, Building 108
  Fresno, CA 93725
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers of America, LLC

- Massachusetts
  89 Cross Street
  Holliston, MA 01746
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers International – Massachusetts, Inc.

- Indiana
  2540 Airwest Blvd., Bldg V Plainfield, IN 46168
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers International – Indiana, Inc.

- Colorado
  6750 E 46th Ave Dr, Suite 400
  Denver, CO 80216
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers, Inc.

- Washington
  2302 West Valley Hwy, Suite 300
  Auburn, WA 98001
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers International – Washington, Inc.

- Texas
  Lakeside Trade Center, Bldg 1
  500 Enterprise Drive, Suite 400
  Flower Mound, TX 75028
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers, Inc.

- North Carolina
  293 NC 740 Hwy, Bldg 45
  Badin, NC 28009
  Ph: 1-800-884-8466
  Owned and Operated by: Electronic Recyclers International – North Carolina, Inc.

Schedule III
(Customer Locations)

- Rutherford County
  656 Laurel Hill Drive
  Rutherfordton, NC 28139

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Sewer Systems Study
Department:	Governing Body
Summary:	Attached please find an interlocal agreement for administration of the Rural Center/Department of Commerce grant for the Sewer Systems Study. It contains the match amounts that have already been budgeted by the County and provides that the County will administer the municipal grants along with the county's. Also attached is the recommendation from the elected officials and managers committee following the interviews for an engineer to conduct the Sewer Systems Study.
Budget:	NA
Action Needed for Approval:	1. Approve interlocal agreement. 2. Approve selection of engineer.
Contact Information:	Carl Classen, County Manager 287-6060 carl.classen@rutherfordcountync.gov

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Attachments / click to download

- Agenda Submittal Form.
- Interlocal Agreement - Joint Sewer Study
- Recommendation for Engineering Firm Selection

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

INTERLOCAL AGREEMENT
JOINT SEWER STUDY

THIS AGREEMENT is entered into and effective the _____ day of _____, 2013, by and between the County of Rutherford, hereinafter referred to as the "County"; the Town of Forest City, hereinafter referred to as "Forest City"; the Town of Lake Lure, hereinafter referred to as "Lake Lure"; the Town of Rutherfordton, hereinafter referred to as "Rutherfordton"; and the Town of Spindale, hereinafter referred to as "Spindale" (Forest City, Lake Lure, Rutherfordton and Spindale are collectively hereinafter referred to as the "Towns").

WITNESSETH;

THAT WHEREAS, there are seven (7) existing public sewer treatment systems, including Wastewater Treatment Plants (hereinafter referred to as "WWTP"), located within Rutherford County and each of the Towns that collectively and individually have or may have excessive capacity and low revenues due to the loss of industry over the course of the past number of years, the said existing public sewer treatment systems being: Cliffside Sanitary District WWTP; Rutherfordton WWTP; Spindale WWTP; Lake Lure WWTP; Forest City Second Broad River WWTP; Forest City Riverstone WWTP; and the Forest City Dan River WWTP; and

WHEREAS, the County and the Towns each desire to evaluate potential consolidation of sewer treatment systems, including the potential abandonment of inefficient WWTP's; and

WHEREAS, the County and the Towns have each agreed to enter into a joint sewer study (hereinafter referred to as the "Joint Sewer Study"), and to request funding for such a joint sewer study; and

WHEREAS, the North Carolina Rural Economic Development Center, Inc., has awarded five grants in the amount of Seventeen Thousand Five Hundred Dollars ($17,500.00) each to the Town of Forest City, the Town of Lake Lure, the Town of Rutherfordton, the Town of Spindale and Rutherford County for a total of Eighty-Seven Thousand Five Hundred Dollars ($87,500.00) to pay for of the estimated costs for the Joint Sewer Study, which they entitle "Rutherford County Municipalities Joint Sewer Study" (hereinafter referred to as the "Rural Center Grant") to facilitate this purpose; and

WHEREAS, the County has approved a total of Forty-Four Thousand Seven Hundred Eight Dollars ($44,708.00) as matching funds required by the Rural Center Grant; and

WHEREAS, Forest City has approved a total of Twenty Thousand Five Hundred Fifty-Three Dollars ($20,553.00) as matching funds required by the Rural Center Grant; and

WHEREAS, Lake Lure has approved a total of Seven Thousand Five Hundred Five Dollars ($7,505.00) as matching funds required by the Rural Center Grant; and

WHEREAS, Rutherfordton has approved a total of Seven Thousand Six Hundred Thirty-Nine Dollars ($7,639.00) as matching funds required by the Rural Center Grant; and

WHEREAS, Spindale has approved a total of Seven Thousand Ninety-Five Dollars ($7,095.00) as matching funds required by the Rural Center Grant; and

WHEREAS, the County and the Towns have agreed that the County shall administer the funds for the Joint Sewer Study, including the Rural Center Grant and the matching funds approved by the County, Forest City, Lake Lure, Rutherfordton and Spindale; and to take certain other actions pursuant to the terms and conditions of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual and public benefits herein deemed to exist, and pursuant to the authority granted by Article 20, Part 1, of Chapter 160A of the North Carolina General Statutes, the parties agree as follows:

1. The funds awarded through the Rural Center Grant shall be held by the County for the purposes of administering the Joint Sewer Study, and the County and each of the Towns shall transfer the matching funds each approved in accordance with the requirements of the Rural Center Grant for the Joint Sewer Study to the County, which shall collectively be held in a fund reserved for the purpose of the Joint Sewer Study (said fund shall be hereinafter referred to as the "Joint Sewer Study Fund"). Notwithstanding amounts that may be shown in Rural Center commitments executed by the parties, which may differ from the below amounts for grant administration purposes, the amount of the contribution for each party hereto shall be as follows:

Party	**Share for Joint Sewer Study Fund**
County of Rutherford	$44,708.00
Town of Forest City	$20,553.00
Town of Lake Lure	$7,505.00
Town of Rutherfordton	$7,639.00
Town of Spindale	$7,095.00

The apportionment of costs and revenues among the parties hereto shall be in the same pro-rata share as the initial matching funds from each party excepting the amount of the Rural Center Grant.

2. The County shall administer the Rural Center Grant and conduct the Joint Sewer Study on behalf of each and all of the parties hereto in accordance with the grant

requirements and this Interlocal Agreement. The County, through the County Manager, shall: retain the Contractor and such other professionals necessary to conduct the Joint Sewer Study; hold and administer the Joint Sewer Study Fund, including paying any and all expenses and costs necessary to fulfill its administration of the Rural Center Grant and conduct of the Joint Sewer Study from the Joint Sewer Study Fund; and generally do and perform such other acts necessary, in the discretion of the County through the County Manager, to complete the Joint Sewer Study in compliance with the Rural Center Grant and this Interlocal Agreement. Each of the parties hereto must agree to the Contractor retained to conduct the Joint Sewer Study.

3. Each of the parties, in accordance with its own procedures, shall appoint one (1) individual to represent that body to each of the others in a Joint Sewer Study committee (hereinafter referred to as the "Committee"). The Committee shall, by majority vote, determine any and all substantive decisions to made with regard to the nature of the Joint Sewer Study, including but not limited to; selection of the Contractor, direction to be given to the Contractor and scope of the Joint Sewer Study. The Committee may advise the County Manager as to the administration of the Rural Center Grant. The Committee shall meet in person on a quarterly basis and may meet through electronic mail, telephone conference, or other electronic means in between quarterly meetings.

4. Any and all results of the Joint Sewer Study shall be considered the joint property of each of the parties hereto, each of which shall be entitled to full copies of any final report.

5. The County shall use its best efforts in a timely, but fiscally prudent, manner to obtain all permits and approvals as may be necessary to complete the Joint Sewer Study, and to remain in compliance with the requirements of the Rural Center Grant and with any and all other applicable laws and regulations.

6. This Interlocal Agreement shall exist and continue until the Joint Sewer Study is completed [or until the ____ day of _____, 20____].

7. This Interlocal Agreement contains the entire agreement and understanding between each of the parties hereto and there are no verbal or other written terms of any kind which constitute a part of this Interlocal Agreement.

8. Each of the parties hereto confirms that the person executing this Interlocal Agreement on its behalf has been duly authorized by its official governing body to execute it on behalf of such party and that such authority is reflected in the official minutes of the proceedings of each such party.

9. No waiver of any default by any party hereto of any of the terms, covenants or conditions hereof to be performed, kept and observed shall be construed to be a waiver of any subsequent default.

IN WITNESS WHEREOF the parties hereto, after receiving approval by their respective Boards, have signed and sealed this agreement to be effective the day and year first above written.

County of Rutherford

By: _____
Board Chairman

Attest: _____
County Clerk

(County Seal)

Town of Forest City

By:_____
Mayor

Attest: _____
City Clerk

(Town Seal)

Town of Lake Lure

By: _____
Mayor

Attest: _____
City Clerk

(Town Seal)

Town of Rutherfordton

By:_____
Mayor

Attest: _____
City Clerk

(Town Seal)

Town of Spindale

By:_____
Mayor

Attest: _____
City Clerk

(Town Seal)

Odom Engineering PLLC

152 East Main Street • Forest City, NC 28043
Phone (828) 247-4495 • Fax (828) 247-4498

August 20, 2013

Carl Classen
Rutherford County Manager
Rutherford County Annex
289 N. Main St.
Rutherfordton, NC 28139

RE: Recommendation for Engineering Firm Selection for Joint County/Municipal Sewer Study

Dear Carl,

After receiving qualification statements from seven engineering firms to complete the Joint County/Municipal Sewer Study, three firms were invited for interviews. These firms were McGill & Associates, Black & Veatch and W.K. Dickson. Interviews were conducted on the afternoon of August 15th with representatives from each of the partnering entities (the Towns of Forest City, Lake Lure, Spindale and Rutherfordton and Rutherford County) participating in the interviews. At the completion of the interviews, the group selected W.K. Dickson to complete this study. Therefore, I recommend that the County enter into contract with W.K. Dickson to complete the study in accordance with the RFQ submitted to all firms.

Please feel free to contact me if you have any questions.

Sincerely,

David Odom, P.E

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Amended Revenue Department Implementation Project Ordinance
Department:	Governing Body
Summary:	The change in the Revenue Department Implementation Project Ordinance is the removal of $90,000 from the Comprehensive Software line for the professional services - valuation review.
Budget:	NA
Action Needed for Approval:	Approve Amended Project Ordinance.
Contact Information:	Carl Classen, County Manager 287-6060 carl.classen@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Amended Tax Office Implementation Project Ordinance

COUNTY OF RUTHERFORD
REVENUE DEPARTMENT IMPLEMENTATION PROJECT
Ordinance No. 2013-05-06-A
Adopted May 6, 2013
Amended September 9, 2013

Be it hereby ordained by the Board of Commissioners of Rutherford County, North Carolina, that pursuant to Section 13.2, Chapter 159 of the General Statues of North Carolina, the following project ordinance is adopted.

SECTION 1: The project authorized is the Revenue Department Implementation Project.

SECTION 2: The Rutherford County staff is hereby directed to proceed with the project within the terms of the budget contained herein.

SECTION 3: The following revenues and resources are anticipated to be available to complete the project activities:

Revenue Department Implementation Project	
Real Estate Tax Delinquency Collections	$1,425,800

SECTION 4: The following amounts are appropriated for the project activities:

Revenue Department Implementation Project	
Comprehensive Software*	$676,000
Open Office System	697,400
Consulting Fees	52,400
Revenue Department Implementation Project – Total	$1,425,800

**September 2013 – remove $90,000 from Comprehensive Software line for the professional services-valuation review.*

Section 5. The Finance Officer is hereby authorized to set up and maintain the project within the Capital Projects – Other Fund.

Section 6. The Finance Officer is hereby directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission made to this board.

Section 8. Copies of this project ordinance shall be made available to the Finance Officer for direction in carrying out this project.

Adopted this the 6th day of May, 2013.

Amended the 9th day of September, 2013.

_____
Chairman, Board of Commissioners

ATTEST:

_____
Clerk, Board of Commissioners

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject: Budget Amendments

Department: Governing Body

Summary: Trail Stewardship Coordinator: This would fund a portion of the Trail Stewardship position (detail attached) that was discussed during the 2012-13 budget discussions. This position would assist in the review of trails countywide, would be housed in conjunction with the Town of Lake Lure, and would help develop volunteer groups to help maintain the trail system. Other agencies will provide $2,500 of the funding through the Town of Lake Lure and the Town of Lake Lure would utilize their $1,000 community grant.

Carry-forward Amounts: A number of the budget amendments are unspent 2012-13 carry-forward amounts. Some of these were left off the August Agenda due to a word processing error.

Rutherford Rescue Request: Captain Mike Souther has requested $96,500 in additional funding for Rutherford Rescue equipment. Currently, the rescue squads in aggregate are receiving $204,403 in FY20113-14, which it the same level of funding as in FY2012-13. The Rutherford Rescue request would increase the FY2013-14 funding to $300,903.

Library 75th Anniversary: The Library Board is requesting an additional $1,000 for the 75th anniversary for the Rutherford County library.

Vehicle Replacement Fund – Forestry Service: The Commissioners approved funding the truck at the August meeting but the transfer to Vehicle Replacement Fund was omitted due to word processing error.

County Service District: The $60,670 is a 10% match for the Rutherfordton Fire Department Grant for the purchase of 800 MHz radio equipment. It will be used to purchase 54 mobile radios and 133 handheld radios for Rutherfordton, Union Mills, Green Hill, Shingle Hollow, Lake Lure, Bill's Creek, Chimney Rock, and Fairfield Mountains Fire Departments. The Town of Rutherfordton will be managing the grant.

Phone System Upgrade: As per the Project Ordinance estimate, the amount came

to just under $500,000 ($485,000) for upgrading all County departments to digital VOIP, including the Health Department, using an existing State contract and public bidding. The annual savings are calculated by the State at $72,513 annually, which is slightly higher than the original estimate. The savings allow for repayment to the General Fund within the 8 years originally estimated, plus cover the cost of a maintenance contract beyond the first five years covered in the installation contract. Of note, almost 40% of the total cost will be paid either through State (DSS cost share) or through outside-funded agencies (Transit and Health) or through an enterprise fund (Solid Waste). Partially covered is the cost of an IT person to be housed at DSS, who will work with a lead IT person, on the new phone system. Those functions were previously covered part time by the Clerk to the Board, who does not feel qualified to help maintain the network of a VOIP system. The existing Centrex analog phone system was installed in 1989 and the existing hardware and voice mail is no longer supported by the manufacturer.

Budget:	NA
Action Needed for Approval:	Approve budget amendments.
Contact Information:	Carl Classen, County Manager 287-6060 carl.classen@rutherfordcountync.gov

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Attachments / click to download

- Agenda Submittal Form.
- Budget Amendments Sept 9 2013
- Budget Amendmentsfor VoIP

Budget Amendments		
September 9, 2013		
GENERAL FUND		
Special Appropriations - Trails Stewardship Coordinator/AmeriCorps	$ 4,800	
Fund Balance Appropriated		$ 4,800
*local matching funds for trails stewardship program		
Legal - Foreclosures	$ 14,695	
Prior Year In Rem Foreclosure Revenues		$ 14,695
*appropriate legal funds for foreclosure actions; originally budgeted $50,000 in March 2013		
Court Facilities - Capital Outlay/Improvements	$ 64,716	
Fund Balance Appropriated - Court Facilities		$ 64,716
*carryforward capital outlay/improvements for Courthouse/Clerk of Court		
Harris/Linders Park Supplies	$ 176	
Donations		$ 176
*donations received for park supplies		
Revenue Dept/Courthouse - Building Improvements	$ 17,878	
Fund Balance Appropriated - HVAC Plan		$ 17,878
*allocate funds as assigned at June 30, 2013 - $405,680 was assigned for the FY13-14 HVAC Plan		
Sheriff - Firing Range Supplies	$ 3,600	
Sale of County Property		$ 3,600
*appropriate proceeds received from the sale of brass from firing range		
Sheriff - Equipment Purchased with Seizure Funds	$ 1,835	
Sheriff - Drug Seizure Funds		$ 1,835
*unauthorized substance tax distribution		
Sheriff - Employee Evaluations	$ 25	
Sheriff - Miscellaneous Revenues		$ 25
*reimbursement received for Reserve Officer screenings		
Rutherford Rescue Squad - Capital Outlay	$ 96,500	
Fund Balance Appropriated		$ 96,500
*capital outlay request by Chief Michael Souther (email attached) - ambulance, Polaris ATV and defibrillators/monitors		
Airport - Repairs and Maintenance	$ 20,500	
Fund Balance Appropriated		$ 20,500
*carryforward funds received by the Airport for the sale of trees received in June 2013		

Library - Program Services	$ 1,000	
Fund Balance Appropriated		$ 1,000
*Library's 75th Anniversary Celebration expenses		
Soil & Water - Salaries/Benefits	$ 1,406	
Human Resources - Retirements/Vacation Payout	$ (1,406)	
*transfer funds for retirement		
Frank West Park - Capital Outlay Improvements (picnic shelter/donations)	$ 14,000	
Biggerstaff Property Maintenance (carryforward donated funds)	$ 35,177	
Sheriff - Equipment Purchased with Seizure Funds	$ 96,221	
Sheriff - Part Time Salaries (carryforward United Way Pill Drop Grant)	$ 1,579	
Sheriff - Part Time Salaries Chimney Rock (carryforward reimbursement)	$ 5,025	
Sheriff - Overtime (carryforward United Way Pill Drop Grant)	$ 947	
Sheriff - Project Lifesaver (donated funds)	$ 3,170	
Sheriff - Capital Outlay Equipment (donated funds - Duke Energy)	$ 660	
Sheriff - Capital Outlay - Equipment/Furniture (donations)	$ 787	
Sheriff - Equipment/Uniforms Reserves	$ 2,490	
Sheriff - Advertising/Foreclosures (carryforward funds rec'd from attorneys)	$ 1,807	
Communications - Capital Outlay (carryforward repeater replacement)	$ 5,905	
Farmers Market - Operating Supplies/Refrigeration System (carryforward)	$ 4,456	
Senior Center - Senior Games (carryforward donations)	$ 2,925	
Senior Center - Purchases with Donations (carryforward donations)	$ 8,980	
Fund Balance Appropriated		$ 184,129
*carryforward FY12-13 projects not complete as of June 30th		
VEHICLE REPLACEMENT FUND		
Forestry - Truck (County Share)	$ 14,800	
Transfer from General Fund		$ 14,800
* appropriate funds for truck		
COUNTY SERVICE DISTRICT - OUTSIDE RESPONSE AREA FUND		
Capital Outlay - Grant Matching Funds	$ 60,670	
Capital Outlay - Fire Advisory Training Ground	$ (60,670)	
*appropriate 10% matching for Rutherfordton Fire Department Grant for the purchase of 800MHz radio equipment; will be used to purchase54 mobile radios and 133 handheld radios for Rutherfordton, Union Mills, Gr Hill, Shingle Hollow, Lake Lure, Bill's Creek, Chimney Rock and Fairfield Mountains' Fire Departments. Town Rutherfordton will be managing the grant.		
TRANSIT FUND		
Part-Time Salaries and Benefits	$ 16,690	
NCDOT Grant - EDTAP		$ 5,968
NCDOT Grant - Employment		$ (2,843)

NCDOT Grant - RGP		$ 13,565
*adjust revenues/expenditures to funding notifications		
SOLID WASTE FUND		
Solid Waste - Maintenance to Scales	$ 1,667	
Insurance Claims & Dividends		$ 1,667
*appropriate insurance proceeds received		
Solid Waste Demolition Fees	$ 25,000	
Solid Waste Tipping Fees		$ 25,000
*demolition fees for site cleanup at Henrietta EMS Site		

Trails Stewardship Coordinator
Proposed AmeriCorps Position for Sept. 2013-July 2014

Background

Rutherford County, including Hickory Nut Gorge, has a wealth of outdoor recreation assets both on the ground and planned. A conservative mileage estimate for both planned land and water trails is over 150 miles. Those trails represent an opportunity and a challenge. Who is going to maintain all of these trails? A coordinated effort is needed to take full advantage of educational, community and economic benefits of those trails and to maintain those trails to assure their long-term survival.

Proposal

To utilize an AmeriCorps member to serve as a full-time Trails Stewardship Coordinator for Rutherford County and the Hickory Nut Gorge for 11 months with the possibility of the position being renewed annually.

The Program

The AmeriCorps program is a national service program which matches skilled people with opportunities for professional growth and community development. In western North Carolina, the Carolina Mountain Land Conservancy (CMLC) houses an AmeriCorp program called Project Conserve and facilitates the placement of more than a dozen AmeriCorps members in multiple organizations.

AmeriCorps members are not interns. They are usually college graduates with a wealth of experience already and are looking for a career defining challenge.

Lake Lure, the Rutherford Outdoor Coalition and several partners been awarded an AmeriCorps member to serve Rutherford County.

Local Funding and leveraged dollars

The funding for the AmeriCorps member comes from the grants CMLC receives and from local matching dollars. The local match is $8,300, an investment which leverages the AmeriCorps member as a full-time person for 11 months between September 2013 and July 2014.

Outcomes

The proposed work plan for the Rutherford County AmierCorps member will result in the following outcomes by July 2014.

- Establishment of a comprehensive volunteer trail maintenance program for all existing and planned trails in Rutherford County including Hickory Nut Gorge.
- Recruitment of volunteers for the maintenance program and development of an organization/system for maintaining trails
- Creation of outdoor clubs at area schools
- Revitalize the River Sweep clean-up day on the Broad River
- Trail planning, development and educational programs

Position Responsibilities and Duties

- Establish and coordinate a trail stewardship program for identified trails including developing maintenance standards, establishing trail sections, recruiting trail leaders and volunteers.
- Educate the public about the importance of good trail design and maintenance in preventing erosion and other environmental problems.
- Assist trail planners in determining trail user hierarchies and trail signage that minimize trail damage
- Establish environmental education program setting goals for storyboards, signage and other features along trails.
- Revive the existing river clean up on Broad River
- Establish a River Keeper's program for the Broad River and associated paddle trail

Essential Functions

1. Facilitate interaction among volunteers, business representatives and government officials
2. Develop a coordinated system and model for trail maintenance utilizing volunteers, businesses, non-profits and government agencies.
3. Using computer software and online programs for conservation-based education and outreach initiatives, including social networking, written articles and press releases.
4. Leading, coordinating, and interacting with diverse individuals in field-based and office settings
5. Developing and implementing educational programs and events for groups
6. Training, supporting, coordinating and recognizing volunteers for conservation-based volunteer opportunities.
7. Conducting field-based monitoring, assessment and management of conservation properties / water quality monitoring sites.
8. Using mapping software and other computer programs to create quality reports, management plans, maps and/or analysis, based on field data.

Host Site Expectations

What specific positive change or impact do you hope to see through this position?
Rutherford County and Hickory Nut Gorge specifically have a number of new and planned trail systems. Government resources for performing trail maintenance are limited. There is a critical need for volunteers to help build and maintain trails. We feel strongly that a coordinated approach that builds strong teams and a cooperative spirit across organizations, businesses and regions will ensure the trail systems are there for future generations. Having an AmeriCorps position focus on developing a strong trail management system now is critical since it would otherwise take years to put in place. There is a lot of positive momentum in this area for trails. The development of a mechanism for the long-term commitment of the trail users and supporters to build and maintain the trails will push these projects to be built now rather than later.

Performance Measures

Estimated contribution of the AmeriCorps position to the following current and proposed Project Conserve performance measures:

5,000 Number of adults educated about environmental/conservation issues

1,250 Number of youth educated about environmental/conservation issues

4 Number of Educational Programs and Events

50 Online, electronic and print educational media (e.g., blog posts, YouTube uploads, website updates, e-news, newsletters, etc.)

200 New volunteers recruited

1,000 Volunteer hours served

125 Miles of publicly owned/maintained rivers and trails improved or created

10 Number of educational/recreational events on created/improved rivers/trails

Please describe your plan for involving the AmeriCorps member in projects that reach out to diverse communities and under-represented individuals:

Rutherford County is a Tier 1 county, or most economicaly distressed, according the the State of North Carolina. Many county residents struggle to make ends meet. In addition, the county has a very high rate of obesity and other health factors related to physical inactivity. Developing trail systems will stimulate the economy plus help local residents have access to trails for exercise and stress reduction. Engaging volunteers and businesses in the construction and maintenance of those trails will help build a sense of community pride that will translate into healthier people

better able to compete in a global economy. Parks and trails are great places for families to get free entertainment and education. This project can, through good advertising and outreach, bring new people out to experience nature.

Please describe ongoing training, mentoring and professional development opportunities that your organization would provide to the AmeriCorps member:

Rutherford County and the Town of Lake Lure can offer the AmeriCorps member a range of opportunities to learn from experienced staff members and connections to community organizations and individuals. The County and Town have a wealth of knowledgable and connected people who volunteer their time to the community. These people are often retired executives and other high level professionals who can provide mentorship. In greater Rutherford County there are range of organizations with whom the county works that can provide education on how to successfully implement a project in a small, mostly rural county. In addition, we will arrange formal and semi-formal training opportunties from county staff in areas like GIS mapping, planning and tourism.

Please identify any studies and/or evidence of unmet needs the AmeriCorps activities would address?

The number one request of visitors stopping in at the Lake Lure Visitors Center is "Where can I go hike or walk." There is a shortage of public trails in the Lake Lure area and in greater Rutherford County. One of the primary reasons for that shortage is a limited amount of government investment in trails. That is starting to change with trails planed throughout the county but the pace of implementation is inhibited by those limited resources. With a comprehensive trail stewardship plan, governments and their partners (volunteer organizations and businesses) can more confidently move forward with trail construction projects knowing that a maintenance model is in place. Other communities have shown that the key to successful trail projects are strong partnerships. Recent trail projects developed in areas such as Boone have been successful because of partnerships. Developing those partnerships will be the key to this AmeriCorps project. Also organizations such as the Appalachian Trail Conservancy, area land conservancies, the Carolina Mountain Club and North Carolina State Parks have years of experience in establishing trail maintenance teams and standards we will utilize their expertise and models whenever possible. We feel strongly that the volunteer model for trail maintenance builds a sense of ownership for the trail systems. The key is clearly defining the role each volunteer plays.

Partner	Cash Match	Other Contribution	Areas of Focus	Desired Outcomes
Town of Lake Lure	$1000 community grant	• Office & connectivity • Supervision • In-kind services	• Buffalo Creek Park Ph. 1 and 2 • Summits Trail	• Volunteer trail maintenance team • Trail planning
Rutherford County	$4,800	• Vehicle & gas?	• Young's Mountain	• Trail planning • Outdoor clubs in schools
Rutherford Outdoor Coalition		• Supervision • Tools/equipment • Volunteers	• Rails-to-Trail • Broad River Paddle Trail	• River Sweep • Volunteer program • Outdoor clubs in schools
Tourism Development Authority (TDA)	$500			
Foothills Conservancy	$2,000		• Wildcat Mountain	• Trail planning & construction
Carolina Mountain Land Conservancy (CMLC)			• Buffalo Creek Park Phase 2 (Weed Patch tract)	• Trail planning & construction • Network with upper HNG trail building
Unique Places/Sweeney Properties	$TBD		• Box Creek • Vein Mtn	• Trail maintenance
Chimney Rock State Park			• Buffalo Creek Park Phase 2 • Skyline Trail	• Construction of trail on park property
Friends of Chimney Rock State Park		• Volunteers	• Rumbling Bald Trail • Skyline Trail	•
Chamber of Hickory Nut Gorge			• Lake Lure/Chimney Rock	• Promoting and establishing business partnerships

Rutherford County Chamber of Commerce			Countywide	• Promoting and establishing business partnerships
Carolina Mountain Club		Volunteers Tools & Equipment	•	•
Carolina Climbers Coalition		Volutneers	• Rumbling Bald Trail • Boulder Field at BCP	•

Paula Roach

From: Michael Souther [msouther@rutherfordcountyrescue.com]
Sent: Thursday, August 29, 2013 12:43 PM
To: Paula Roach
Cc: aemory@rutherfordcountyrescue.com; Carl Classen
Subject: Budget Amendment for Capital Outlay Funds

Paula,

Since our current 2013-2014 budget mirrors last year's 2012-2013 budget request, we did not receive any capital outlay funds. This is due to the fact that we did not ask for any capital outlay funds in the 2012-2013 budget. We need to submit a budget amendment request for capital outlay funds so that we can continue to provide the best possible care and service to the citizens and visitors of Rutherford County. I know that money is tight everywhere, but these funds would allow us to continue to grow our Rescue division. We would like to upgrade and replace a rescue truck. Used trucks that would fit out needs sell for around $70,000. I would also like to re-submit our capital outlay items that were submitted in our current budget request, but were not funded. These funds were for 12-lead defibrillor/monitors and a Polaris UTV. Please let me know how we need to proceed with this request for these funds.

Thank You

Capt. Mike Souther
Rutherford County Rescue
(828)245-5016 *Office*
(828)305-2064 *Cell*
msouther@rutherfordcountyrescue.com

RUTHERFORD COUNTY RESCUE

PO BOX 670

FOREST CITY, NC. 28043

Forest City Headquarters
378 US Highway 74 Business
828-245-5016

Cliffside Headquarters
4101 US Highway 221A
828-657-5518

Last year our organization did not apply for any monies concerning a capital outlay. When the then current officers found out that they forgot to ask for this funding the request was deem too late to enter. RCLAFA took it upon our self's to finance and purchase 3 used ambulances from Buncombe county to replace the existing dilapidated ambulances.

This year we would like to ask for a total increase of $75,000.00 to purchase three (3) Phillips Heart Start MRX 12 lead monitor/defibrillators. We are the only organization in the county that does not have these monitors.

Due to the fact that we sometimes recover live patients or deceased bodies in wooded or off road areas within the county we would also like to ask for an addition $21,500.00 to purchase a Polaris utility vehicle with a custom medic and patient transport compartment

The total request in addition to our purposed budget of this capital outlay is $96,500.00 plus our budget request of $43, 875.00 bring our total request to $140,375.00

Allen Emory
Chairman and Chief of Operations.

From March 2013 Budget Request

Rutherford Rescue Budget						
					Requested	Approved
	FY09-10	FY10-11	FY11-12	FY12-13	FY13-14	FY13-14
Operations	$ 41,000	$ 41,777	$ 41,777	$ 41,777	$ 43,875	$ 41,777
Capital	$ 19,935	$ 8,000	$ 8,000	$ -	$ 96,500	$ -
Total Budget	$ 60,935	$ 49,777	$ 49,777	$ 41,777	$ 140,375	$ 41,777

State of North Carolina
Office of Information Technology Services

Pat McCrory
Governor

Chris Estes
State Chief Information Officer

Carl Classen,

I have calculated the monthly and yearly savings for the cost of your current Centrex service verses the cost of ITS Centrex lines, ITS PRI's, and ITS Pin Point E911 service after the implementation of the VoIP project. Here are the figures:

Current Centrex Bill as of July 1st 2013:	$ 8,114.06
Dry DSL for the Library:	- $ 124.95
Centrex Bill minus Dry DSL:	$ 7,989.11
27 Centrex lines Converted to ITS x $17.12:	-$ 462.24
Savings per month for Centrex:	$ 7,526.87
4 ITS PRI's x $529.92:	-$ 2,119.68
Savings per month Centrex plus PRI's:	$ 5,407.19
ITS Pin Point E911:	-$ 188.68
Savings per month Centrex, PRI's, Pin Point:	$ 5,595.87
Savings on Centrex Group taxes per month:	$ 446.89
Savings per month:	$ 6,042.76
Savings per year:	$72,513.12
One time Centrex Conversion cost:	$ 2,025.00
One time Pin Point set up fee:	$ 3,200.00

These cost savings are based upon the County's current Centrex Bill taken from the 828 M15-8615 AT&T account. Please feel free to contact me and I will explain these figures in detail.

Thank you,

Craig Carter

P.O. Box 17209, Raleigh, NC 27619-7209
4101 Mail Service Center, Raleigh NC 27699-4101
Telephone: 919-754-6100
An Equal Opportunity/Affirmative Action Employer

	Loan from General Fund - Phones	$ 485,000.00	
			Bal at FYE
	Beginning Balance	$ 485,000.00	
Year 1	FY13-14 Payments	$ (30,312.00)	$ 454,688.00
Year 2	FY14-15 Payments	$ (70,000.00)	$ 384,688.00
Year 3	FY15-16 Payments	$ (70,000.00)	$ 314,688.00
Year 4	FY16-17 Payments	$ (70,000.00)	$ 244,688.00
Year 5	FY17-18 Payments	$ (70,000.00)	$ 174,688.00
Year 6	FY18-19 Payments	$ (58,000.00)	$ 116,688.00
Year 7	FY19-20 Payments	$ (57,000.00)	$ 59,688.00
Year 8	FY20-21 Payments	$ (56,000.00)	$ 3,688
Year 9	FY21-22 Payments	$ (3,688.00)	$ (0)

Amortized Over at Total of 8 Years

BUDGET AMENDMENTS - VOIP CAPITAL & MAINTENANCE COSTS		
INTERNAL SERVICE FUND		
Capital Outlay/Maintenance - VOIP Project	$ 485,000	
Contribution from Gen Fd - Phones		$ 485,000
*loan from General Fund for Capital Equipment/Maintenance; to be repaid		
to the General Fund via telephone savings over the next 8 years		
GENERAL FUND		
Contribution to Internal Service Fd-Phones	$ 485,000	
Fund Balance Appropriated		$ 485,000
*transfer funds to create the Internal Service Fund - Phones; to be repaid		
through phone savings over the next 7 years		
Gen Fd Departmental - Telephone Exp	$ (15,529)	
Transfer to Internal Service Fund - Phone	$ 15,529	
*reduce phone budget for 6 months of anticipated savings		
DSS FUND		
DSS - Telephone Expense	$ (8,477)	
Transfer to Internal Service Fund - Phone	$ 8,477	
*reduce phone budget for 6 months of anticipated savings		
INTERNAL SERVICE FUND		
Contribution from General Fund		$ 15,529
Contribution from DSS Fund		$ 8,477
Contribution from Health Department		$ 5,018
Contribution from Transit Fund		$ 543
Contribution from Solid Waste Fund		$ 339
Contribtuion from TDA		$ 407
Transfer to General Fund - Loan Repayment	$ 30,312	
*record budget for loan payment to General Fund (6 months)		
TRANSIT FUND		
Transit - Telephone Expense	$ (543)	
Transfer to Internal Service Fund - Phone	$ 543	
*reduce phone budget for 6 months of anticipated savings		
SOLID WASTE FUND		
Solid Waste Disposal - Telephone Expense	$ (339)	
Transfer to Internal Service Fund - Phone	$ 339	
*reduce phone budget for 6 months of anticipated savings		

Payback Analysis

		Maint (beg Yr 6)	$500k Initial Cost	Total Cap/Maint	Personnel	Total Costs
Year 1		-	30,312.00	30,312.00	43,615.38	73,927.38
Year 2		-	70,000.00	70,000.00	64,000.00	134,000.00
Year 3		-	70,000.00	70,000.00	65,000.00	135,000.00
Year 4		-	70,000.00	70,000.00	66,000.00	136,000.00
Year 5		-	70,000.00	70,000.00	67,000.00	137,000.00
Year 6		12,000.00	58,000.00	70,000.00	68,000.00	138,000.00
Year 7		13,000.00	57,000.00	70,000.00	69,000.00	139,000.00
Year 8		14,000.00	56,000.00	70,000.00	70,000.00	140,000.00
Year 9		15,000.00	3,688.00	18,688.00	71,000.00	89,688.00
Year 10		16,000.00	-	16,000.00	72,000.00	88,000.00
		70,000.00	485,000.00			

BUDGET AMENDMENTS - PERSONNEL COSTS

GENERAL FUND		
Contribution to Internal Service Fd-Phones	$ 18,879	
Contribution to DSS	$ 5,315	
Fund Balance Appropriated		$ 24,194
* contribution for VOIP salaries/benefits (9 pays)		
DSS FUND		
Transfer to Internal Service Fund - Phone	$ 18,461	
Telephone Expense	$ (3,916)	
DSS - Federal/State Revenues		$ 9,230
Contribution from General Fund		$ 5,315
*DSS share of VOIP salaries/benefits		
INTERNAL SERVICE FUND		
Salaries and Benefits	$ 41,024	
Contribution from General Fund		$ 18,879
Contribution from DSS Fund		$ 18,461
Contribution from Health Department		$ 2,352
Contribution from Transit Fund		$ 561
Contribution from Solid Waste Fund		$ 350
Contribtuion from TDA		$ 420
*record budget for personnel costs (6 months)		
TRANSIT FUND		
Transit - Telephone Expense	$ (561)	
Transfer to Internal Service Fund - Phone	$ 561	
* contribution for VOIP salaries/benefits		
SOLID WASTE FUND		
Solid Waste Disposal - Telephone Expense	$ (350)	
Transfer to Internal Service Fund - Phone	$ 350	
* contribution for VOIP salaries/benefits		

Rutherford County

Regular Meeting

Regular Meeting Agenda

September 9, 2013, 6:00 PM

Subject:	Tax Collector's Report - September 9, 2013
Department:	Governing Body
Summary:	NA
Budget:	NA
Action Needed for Approval:	Information only.
Contact Information:	Clair Hubbard, Interim Tax Administrator 287-6214 clair.hubbard@rutherfordcountync.gov

Attachments / click to download

- Agenda Submittal Form.
- Tax Collector's Report - September 9, 2013

COMMISSIONER'S REPORT
AUGUST 31, 2013

Description	Levy Collectible	Discounts Taken	Adjustments	Taxes Collected	Accounts Receivable	Collection Pct	Interest Collected
AD VALOREM TAXES	**CURRENT YEAR**						
Rutherford County	30,872,029.38	(44,421.80)	(29,427.38)	(8,882,101.83)	21,916,078.37	29.01	(203.00)
Special Districts	1,816,225.59	(2,622.26)	(4,263.40)	(531,222.59)	1,278,117.34	29.63	(20.81)
Solid Waste Fees	2,047,260.00	0.00	(4,042.08)	(532,572.77)	1,510,645.15	26.21	0.00
Town Taxes / Fees	8,099,234.83	(11,409.55)	(4,206.20)	(2,288,924.27)	5,794,694.81	28.45	0.00
Totals	42,834,749.80	(58,453.61)	(41,939.06)	(12,234,821.46)	30,499,535.67		(223.81)
AD VALOREM TAXES	**DELINQUENT**	**2002-2012**					
Rutherford County	5,109,758.93	0.00	965.00	(238,133.54)	4,872,590.39	0.00	(28,499.16)
Special Districts	273,334.69	0.00	(206.40)	(15,714.89)	257,413.40	0.00	(1,720.77)
Solid Waste Fees	315,665.28	0.00	(838.91)	(28,868.51)	285,957.86	0.00	0.00
Town Taxes / Fees	627,520.66	0.00	(0.43)	(54,195.47)	573,324.76	0.00	(7,317.73)
Totals	6,326,279.56	0.00	(80.74)	(336,912.41)	5,989,286.41	0.00	(37,537.66)
In Rem Cost	6,125.77	0.00	0.00	(1,853.04)	4,272.73		0.00
Garnishments & Bad Check Charges	48,071.87	0.00	(0.24)	(6,385.33)	41,686.30		0.00
2014 DISCOVERIES							
MOTOR VEHICLE TAXES	**CURRENT YEAR**						
Rutherford County	632,165.41	0.00	(1,879.00)	(268,659.22)	361,627.19	0.00	(676.28)
Special Districts	49,549.27	0.00	(181.42)	(21,555.56)	27,812.29	0.00	(53.71)
Town Taxes / Fees	105,297.48	0.00	(377.59)	(40,733.32)	64,186.57	0.00	(100.13)
Totals	787,012.16	0.00	(2,438.01)	(330,948.10)	453,626.05	0.00	(830.12)
MOTOR VEHICLE TAXES	**DELINQUENT**	**2002-2012**					
Rutherford County	787,674.46	0.00	674.12	(93,092.87)	695,255.71	0.00	(8,020.47)
Special Districts	55,307.45	0.00	(80.52)	(6,861.01)	48,365.92	0.00	(584.30)
Town Taxes	157,619.13	0.00	(224.87)	(18,050.59)	139,343.67	0.00	(1,707.65)
Totals	1,000,601.04	0.00	368.73	(118,004.47)	882,965.30	0.00	(10,312.42)

Clair Hubbard
Interim Assessor