

**Town of Mineral Springs  
Mineral Springs Town Hall  
3506 S Potter Road ~ Mineral Springs  
Town Council  
Regular Meeting  
April 11, 2013 ~ 7:30 PM**

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**Agenda**

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**1. Opening**

The meeting will be called to order, an invocation will be delivered and the Pledge of Allegiance will be recited.

**2. Public Comments**

The Town Council will hear comments from members of the public on any matters of interest to them during this ten-minute period.

**3. Consent Agenda**

- A. February 21, 2013 Special Meeting Minutes, February 26, 2013 Special Joint Meeting Minutes and March 14, 2013 Regular Meeting Minutes
- B. February 2013 Tax Collector's Report
- C. February 2013 Finance Report

**4. Mineral Springs Volunteer Fire and Rescue Department Utility Vehicle Presentation**

Chief Donald Gaddy of the Mineral Springs Volunteer Fire and Rescue Department will show the trail rescue vehicle that was provided by the town to members of the council.

**5. Consideration of an Ordinance Amending the Budget**

The council will consider adopting a budget amendment ordinance to transfer \$100 from "Contingency" to "Dues".

**6. Union County Urban Forester Contract**

The council will consider approving the new annual amount for the Union County Urban Forester contract.

**7. Consideration of a Point and Pay Service**

The council will consider authorizing staff to implement a Point & Pay service, which will offer taxpayers or zoning applicants to pay the town by debit/credit cards for a nominal fee.

**8. Consideration of a Pawn Shop Ordinance**

The council will consider approving a Pawn Shop Ordinance.

**9. Discussion of a Nonprofit Policy**

The council will discuss a policy for nonprofits.

10. **2013-2014 Budget – Proposed Departmental Appropriations**  
The council will consider recommended appropriations for the 2013-2014 budget.
11. **Consideration of a Lyme Disease Proclamation**  
The council will consider approving a Proclamation proclaiming May 2013 as Lyme disease month.
12. **Consideration of a Proclamation for Child Abuse Prevention and Sexual Assault Awareness Month**  
The council will consider a proclamation declaring April as Child Abuse Prevention and Sexual Assault Awareness month.
13. **Consideration of a Flower Planting at Highway 75 and Potter Road**  
The council will consider authorizing the purchase of flowers/supplies to plant in the planter at Highway 75 and Potter Road.
14. **Overview of Senate Bill 394**  
Mayor Becker will give the council an overview of Senate Bill 394.
15. **Other Business**
16. **Adjournment**

**Town of Mineral Springs**  
**Town Hall**  
**3506 S. Potter Road**  
**Town Council**  
**Special Meeting**  
**February 21, 2013 ~ 7:30 PM**

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**Minutes Draft**

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The Town Council of the Town of Mineral Springs, North Carolina, met in Special Session at the Mineral Springs Town Hall, Mineral Springs, North Carolina, at 7:30 p.m. on Thursday, February 21, 2013.

**Present:** Mayor Frederick Becker III, Mayor Pro Tem Valerie Coffey, Councilman Jerry Countryman, Councilwoman Janet Critz, Councilwoman Lundeen Cureton, Councilwoman Melody LaMonica (arrived at 7:41 p.m.), Councilwoman Peggy Neill, Town Clerk/Zoning Administrator Vicky Brooks and Deputy Town Clerk Janet Ridings.

**Absent:** None.

**Visitors:** Gretchen Carson, Donald Gaddy and Chris Platé.

With a quorum present Mayor Frederick Becker called the Special Town Council Meeting of February 21, 2013 to order at 7:35 p.m.

**1. Opening**

- Councilwoman Neill delivered the invocation.
- Pledge of Allegiance.

**2. Economic Development**

- Mayor Becker introduced Chris Platé and Gretchen Carson from the Monroe Union County Economic Development (MUCED), which is a newly formed agency in Union County. Mr. Platé and Ms. Carson are visiting every municipality in the county in a very short timeframe. Mayor Becker explained that he had met with Mr. Platé, Ms. Carson and Matthew Delk (Assistant County Manager) a couple of weeks ago to get some of the philosophy “hammered home” from the Mineral Springs Land Use Plan and Vision Plan: what the town has been looking for. Mr. Platé is here this evening to talk about what they are doing at their end and to get a lot of dialogue and input back from each council member.
- Mr. Platé thanked the council for having this special meeting for them; it will benefit them tremendously in trying to develop a strategy that is countywide, which will include the input from the Mineral Springs Town Council. Mr. Platé is not the type of person that wants to tell a community how to develop, he wants to find out what’s going on in the council’s head and how the citizens want their community to develop in order to find the pieces where they (MUCED) will play a part and

develop a strategy to go get that for the town. The work plan that MUCED is trying to develop is basically looking at target sectors of industry rather than looking at something specific for your town; therefore, sectors that Mineral Springs is interested in will be part of those targets and Wesley Chapel, for example, may have the same target, so the strategy would fit both (or every town may have the same target that would work in their community). This is one of the things that MUCED will vet out through this process; trying to understand exactly what towns want. Rather than just coming out and saying “what’s your strengths” and “what’s your weaknesses”, they are trying to generate conversation by doing a “SWOT” [Strengths, Weaknesses, Opportunities, Threats] analysis. Conversation is where they will find a lot of the data they need. This process has been done in Monroe.

- Mr. Platé shared that he had been in Monroe since 1999, where they have put in over a billion dollars of investment creating around 5,000, almost 6000 jobs; it has been very rewarding work to see the “fruits of all the labor” over a long period of time. Mr. Platé hopes to be here until he retires out and hopes that this new combined organization will be very successful. There has been some criticism over the name and logo, because it had “Monroe” in it. The way the organization is structured is that Monroe has about \$300,000 plus an additional \$100,000 of “in-kind” within the organization annually and Union County has about \$400,000, so it is basically equal. Their annual budget is around \$700,000, which is a tremendous amount of money, but it allows them to have all kinds of opportunities to move forward. They have a staff of five. On paper, Gretchen Carson has responsibilities for existing industry and taking care of everybody that is here within the county outside of Monroe and Ron Mayo has responsibilities within the city limits of Monroe (taking care of industry), but as we all know how it works, they will be all over. Ron Mayo is funded differently, which is why they have him within the Monroe city limits. The rest of the staff is countywide and here to serve. Mr. Platé commented that they wanted to be an extension of the town staff, if there are assets and resources that they can take advantage of to bring to the town; not only economic development, but in other ways too. So, the town should feel free to ask (all they could say was “sorry, we can’t help in that way”) and they will do their best to work with the town. One of the phrases that is used in their office, because Mr. Platé believes you should never be complacent with what you have, is you are either “Green and Growing” or you are “Ripe and Rotting”. There are plenty of examples where you see a municipality/county/company sit there and think “ahhh we got this thing licked”. Mr. Platé is sure that Woolworth’s thought they were doing pretty well before Wal-Mart showed up. Throughout Mr. Platé’s career, every couple of years they would take what they were doing and rip it apart to create a little revolution within the office to make sure that they were doing it right. That is “kind of” what this is, the new organization, there are “sacred cows” in what they did before in Monroe, so they are merging and taking all the ideas in and trying to make a positive thing.
- Today the objective is to do a community evaluation with the council and to go over the work plan targets that they are suggesting, which will grow as they take in the town’s input, and just put some things out there that they are aware of. There will be supportive efforts in ways that they can help the town (not necessarily direct where they take the lead), but they can be at the table with the town. They will also share the suggested goals and objectives that the organization will have through

the end of the contract period. The Interlocal Agreement with Union County will end in June 2015; hopefully it will be renewed.

o Over the last five years, what has occurred or what changes have happened (good or bad) within or outside of Mineral Springs:

- Unemployment (LaMonica)
- Business Closures – in downtown Mineral Springs (Becker)
- Expansion of the Mineral Springs Volunteer Fire and Rescue Department – refurbished building/new bay areas (Neill)
- Official opening of the Mineral Springs Greenway, which is the first part of the Carolina Thread Trail in Union County (Critz/Becker)
- Maintaining the Mineral Springs Post Office (Coffey)
- Blighted downtown properties – old greenhouse property (Neill), the strip mall (Critz), the rental houses (Becker)
- Lack of motivation for change and improvement, because the town does not have sewer (Critz)
- Purchasing the former school building and reusing it for the town hall (Becker)
- Purchasing and preserving the 1930's era agriculture building that adjoins the town hall building (Becker)
- The ability to purchase/preserve the former school building and agricultural building without raising taxes (Critz)
- Steeplechase Event that brings people from outside of the community to this area annually (LaMonica)
- Mineral General (owned by Brewer-Hendley) underwent a facelift (Neill)
- Steps toward getting sidewalks in downtown have and are occurring (Becker)
- The Blythe Company business built a new building – a Mineral Springs family owned business that moved from Indian Trail to its current location (Becker)
- Mineral Springs Fertilizer has made some structural improvements (Critz)
- The Music Barn is back again (Brooks)
- Residential development is starting to pick up again (LaMonica)
- Foreclosure on three major developments (Critz/Becker)
- One of those developments (Houston Ridge) emerged from foreclosure and was built out at the bottom of the market – the builder created a beautiful large-lot wooded subdivision that is very unique (Becker)

o What do you want to see happen in the next five years:

- Sewer comes to downtown (Coffey)
- A new main street based business district (Becker)
- Redevelopment of the existing business district – perhaps business-to-business developments (Becker)
- Renovation of the Agricultural Center building as a Community Center (Critz)
- Sidewalks in downtown that tie things together (Becker)

- More industries, manufacturing, corporate headquarters, etc. (Becker) – Notes: 1) The additional property at the Parkdale site has county and private infrastructure (water/sewer) and a Duke Power transmission line and the John Shannon property has less infrastructure, but is a better piece of property that has rail adjoining it. 2) Mr. Platé will work with Ms. Brooks with zoning where there may be conflicting zoning uses.
  - Expanding our parks and recreational assets to include ball fields – perhaps on the John Shannon property (Critz)
  - More fire hydrants and infrastructure along those lines (LaMonica) Note: Fire hydrants improve insurance ratings for homeowners.
  - A Christmas Parade along Main Street in down Mineral Springs (Becker)
- What is Mineral Springs known for:
- Steeplechase (Coffey)
  - Springs, mining and the Methodist Camp Ground (Critz)
  - Conservation by Design (Becker)
  - Horses (Becker)
  - The greenway that is natural and accommodates horses, walkers, joggers and mountain bikers (Critz)
  - Schweinitz Sunflowers and the Mineral Springs Barrens, which is a Piedmont Prairie Fragment and home to the Schweinitz Sunflower (LaMonica/Becker)
  - 200 acres of Steeplechase are in the Catawba Lands Conservancy (Critz)
  - Parkdale (Platé/Becker)
- What are the disadvantages – what hinders:
- Lack of sewer (Countryman)
  - Highway 75 (Critz) Note: It is almost like a bypass around downtown based on what is in the Vision Plan and is not pedestrian friendly.
  - Shortage of available housing (Becker) Note: This could be seen as an advantage as well.
  - Limited affordable housing (Critz)
  - Long commute to employment opportunities (Becker)
- What are the advantages:
- Low crime rate (Coffey)
  - An above average fire department that is centrally located with a very quick response time to virtually any corner of town (Becker)
  - Low tax rate (Coffey)
  - Schools (LaMonica)
  - Dark skies (Neill)
  - Aesthetics (Countryman) Note: A rural environment with access to all of the modern facilities.
  - Quality of life (Neill)
  - The town's zoning ordinances were very well thought out (Becker)
  - The council has a consistent vision with little conflict (Becker)
  - No debt (Mr. Platé and Ms. Carson)

- What specific projects or efforts would increase competitiveness for Mineral Springs:
  - Sewer (all) Notes: Mineral Springs is looking at a very limited distribution, we are not wanting to run the sewer everywhere and start building thousands of houses; sewer capacity countywide is not being used to develop industrial/commercial. Mr. Platé stated that the beauty of the [Mineral Springs] line is that for a relatively small amount of money for infrastructure, which is so expensive, it will serve some residential and the downtown district; a very grand scheme for a small investment. It seems almost criminal to Councilwoman Critz that our county would allow a fire department to go un-served; the ones that we depend on.
  - An industrial project (Becker) Notes: The Shannon Farm property is in a great location and the proximity to the railroad track is an asset to that land. Mr. Platé met with CSX who was quite pleased to know there was a parcel of land [Shannon Farm] that had rail right beside it.
  - The MUCED is a great asset to the towns' competitiveness (Critz/Becker)
  - A functioning land use plan (Becker)
  - Low taxes (Critz)
  - Adequate road systems (Becker)
  
- What business sectors are the highest groups of potential:
  - Pharmaceutical and medical devices (Becker)
  - Organic agriculture (Critz)
  - Short farms (Countryman)
  - Consumer-level high tech – i.e. cell phones, I-phones, etc. (LaMonica)
  - Aerospace manufacturing (Becker)
  
- What businesses does Mineral Springs want:
  - The ones mentioned that are seen as growth potential would be a good fit (Critz)
  - Professional services – i.e. doctors, lawyers, hair salons (LaMonica)
  - Clean manufacturing (Countryman)
  - Quality-of-life businesses (Becker)
  - Chick-fil-A (Cureton)
  - Growth in the equestrian businesses – i.e. training center (Becker/Critz/LaMonica)
  - To become a hub of outdoor recreation/supplies/support (Becker)
  - High electric (use) clean industry – i.e. plastics/aerospace/call centers/avionics (all)
  
- Projected Targets – County/Mineral Springs:
  - Aerospace – County
  - Agriculture Equipment – County/Mineral Springs
  - Avionics – County
  - Call Centers – County
  - Construction Materials – County/Mineral Springs

- Electronics – County
  - Equine – County/Mineral Springs
  - Film – Post Production – County
  - Food Processing – County
  - Laboratory – County
  - Medical Device – County/Mineral Springs
  - Metal Working – County/Mineral Springs
  - Office – County
  - Plastics – County/Mineral Springs
- Supportive Efforts – Mineral Springs:
    - Product Development – MUCED can take the lead in this role
    - Infrastructure Improvements
    - Zoning Modifications – MUCED can work with the town to make sure “uses” are not in conflict with others within/outside of zoning districts
    - Retail Development
    - Grant Applications – MUCED can provide data needed to assist the town with grant opportunities
    - New “Pro-Development” Legislation
    - Workforce Development – South Piedmont Community College has programs for high precision machinists
- Projected Goals – Countywide:
    - \$60 million in New Capital Investment
    - Creation of 300 New Jobs
    - Creation of Countywide Website & Marketing Materials
    - Visitation of all Existing Industries by end of 2014
- Next Steps:
    - Development of Countywide Work Plan (2013-2015)
    - Draft for Review and Input in April-May 2013
    - Continue to keep the plan open to change – Groundhog Day Input, Charlotte Regional Partnership, Sutton Park Redevelopment Study, Multi-Jurisdictional Park, Revamping of Legacy and Community Input
- Mr. Platé explained that now that they have the input from Mineral Springs, it will go directly into the countywide work plan. As they are looking at the components, the sewer line is going to be high on the target list. A draft of the countywide work plan should be available in May. The work plan for MUCED is not a primitive document; it is their bible of operations. They have an economic summit every year around February 2<sup>nd</sup> – Groundhog Day, they enter in the National Economist to receive input, they are a member of the Charlotte Regional Partnership, which is a regional economic development agency, they are working on a redevelopment plan for Sutton Park (a 3,100 acre industrial property in Monroe) and there is a revamping of Legacy Park (5,000 acres planned near Marshville).



3. **Adjournment**

- **Councilwoman Critz** made a **motion** to adjourn and **Councilwoman LaMonica** seconded. The motion passed unanimously as follows:

*Ayes: Coffey, Countryman, Critz, Cureton, LaMonica and Neill*

*Nays: None*

- The meeting was adjourned at 9:26 p.m.

Respectfully submitted by:

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Vicky A. Brooks, CMC, Town Clerk

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Frederick Becker III, Mayor

DRAFT

**Town of Mineral Springs**  
**Town Hall**  
**3506 S. Potter Road**  
**Town Council / Planning Board**  
**Special Joint Meeting**  
**February 26, 2013 ~ 6:00 PM**

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**Minutes Draft**

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The Town Council and Planning Board of the Town of Mineral Springs, North Carolina, met in Special Joint Session at the Mineral Springs Town Hall, Mineral Springs, North Carolina, at 6:00 p.m. on Tuesday, February 26, 2013.

**Present:** Mayor Frederick Becker III, Mayor Pro Tem Valerie Coffey, Councilwoman Janet Critz, Councilwoman Lundeen Cureton, Wanda Glenn, Councilwoman Melody LaMonica, Michael LaMonica, Councilwoman Peggy Neill, Robert Neill, Planning Director Vicky Brooks and Deputy Town Clerk Janet Ridings.

**Absent:** Councilman Jerry Countryman and Bettylyn Krafft.

**Visitors:** Bill Duston.

With a quorum present Mayor Frederick Becker called the Special Joint Meeting of the Mineral Springs Town Council on February 26, 2013 to order at 6:16 p.m. and with a quorum present of the Mineral Springs Planning Board, Chairwoman Valerie Coffey called the Special Joint Planning Board meeting to order at 6:16 p.m.

**1. Opening**

- Councilwoman Critz delivered the invocation.
- Pledge of Allegiance.

**2. Conditional Zoning Districts Presentation – Bill Duston**

- Planning Director Vicky Brooks introduced Mr. Bill Duston. Mr. Duston serves as Chief Planner with N•Focus Planning and Design. He began work there in March of 2012. He previously had worked at Centralina Council of Governments (CCOG) of Charlotte North Carolina between 1984-2012 and served as CCOG's Planning Director for the past 20 years. Mr. Duston retired from CCOG in January of 2012. While at Centralina, Mr. Duston wrote land use regulations and plans for a variety of local governments, both large and small, throughout the greater Charlotte region. Mr. Duston is an expert on North Carolina planning law and regularly gives training sessions at North Carolina American Planners Association (NCAPA) and North Carolina Association of Zoning Officials functions, as well as to local governments throughout North Carolina. Mr. Duston is a former NCAPA President and Vice-President of Chapter Development. Mr. Duston received his Bachelor's Degree in Geography from Florida State University and his Master's Degree in Urban Planning from the University of Iowa.

- Mr. Duston thanked the town for having him here this evening and explained that many of them had heard him give a presentation before and noted that his presentations are very informal. Mr. Duston stated that we would be talking about Conditional Zoning this evening, which is a form of zoning that Mineral Springs doesn't currently have. Mr. Duston will be talking about the various types of zoning that are out there, the other two that the town does have, compare/contrast with conditional zoning and he will then present a case to them to see what they would do with it if they were voting on it. Mr. Duston commented that it was great that we had both the planning board and the governing board here, because they always get involved with zoning; there cannot be a zoning case that comes before the town council first, if it doesn't come before the planning board first it would be a violation of North Carolina law. The governing board always makes the final decision. Everything Mr. Duston says this evening will be based on North Carolina law.

### Presentation

- **Who Hears Conditional Zoning Cases**

- Technical Review Committee: Some of the bigger communities have a technical review committee, where the street department, the fire department, the police department and the engineering department all give their "say so" on things prior to the planning board giving their say so. Not so much here in Mineral Springs, because we are not that big and we don't have that many staff.
- Planning Board: Always must be given the opportunity to make recommendations.
- Governing Board: Always makes the final decision.
- Board of Adjustment: Never gets involved with rezoning cases.
  - ❖ Additional Notes: If there is something that runs afoul of North Carolina law, if it is something worthwhile, the town could try to get a local bill enacted by the legislature to do it your way and many local governments have done it.

- **Zoning Menu**

- Straight (general) Rezoning: Oldest form of zoning; with some limitations, property owner can request zoning change from one general district to another; if approved, any use allowed in the underlying district can be built according to the standards for that use; and no conditions can be placed on such rezoning, it is either approved or disapproved.....don't ask, don't tell on what will be built. Property owners, neighbors, and others can speak to anyone they want to prior to the planning board meeting or governing board public hearing unless the Rules of Procedure preclude that (see Rules of Procedure). Third party rezonings might be limited (depends on local code). Advantages: planning board can talk with others prior to their meeting...unless locally prohibited; no findings of fact or quasi-judicial proceedings; property owner has full latitude to develop property per what is allowed in the underlying district; and relatively inexpensive to apply for rezoning, no site plans needed. Disadvantages: no certainty as to what will be built on property; current property owner may sell property to another with totally different ideas for what is to be built; you cannot

ask applicant “what are you intending to build on the site?” If applicant brings proposed site plan, you must ignore it; potentially embarrassing for local government if something awkward gets built on the property. If so, and, if legal, very difficult (but not impossible) to get the use removed.

- ❖ Additional Notes: (1) Mr. Duston “emphasized” that boards are ***not*** to consider what the applicant “says” they are going to do with the property. (2) You cannot place any conditions on the rezoning. (3) Some communities don’t allow third party rezonings (check local code).

- Parallel Conditional Use (CU) Rezoning: • Available in North Carolina since 1992; • Two-step process: (1) rezone property to Conditional Use district...legislative process; (2) issue Conditional Use Permit...quasi-judicial process. • Normally, planning board and governing board each have one meeting/hearing on both. • Only thing that can be built on property is what is approved through Conditional Use Permit. • Use(s) requested must be allowed in the underlying zoning district. • Fair and reasonable conditions may be attached to Conditional Use Permit – conditions must be mutually agreed upon by applicant and governing board...or applicant loses. • Any conditions offered by applicant or requested by governing board may not exceed those that are normally required...unless your code specifically allows standards (except through separate Board of Adjustment variance) - check code. • For Conditional Use Permit, each finding of fact must be approved in favor of the applicant...if one is not found in the applicant’s favor, the Conditional Use Permit must be denied. • Ordinance must state how Conditional Use Permit public hearing is to be advertised. Typical Conditional Use Permit Findings of Fact are: (a) The use will not materially endanger the public health or safety if located where proposed and developed; (b) The use meets all required conditions and specifications; (c) The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity; and, (d) The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with all applicable adopted plans. Advantages: No back room deals; decision made by governing board based on evidence presented at public hearing. May allow for a relatively benign use in a zoning district...more intense uses not allowed. Example: Conditional Use B-1 zoning district may restrict allowed use to 25,000 square feet shopping center. All other B-1 uses not allowed. Certainty over final product. Disadvantages: Each amendment/CUP stands on its own two feet; local government must keep track with each amendment/CUP...approval runs with land until changed. Two public hearings; one legislative and one quasi-judicial, but most communities combine as one. Conditional Use Permit hearing must be quasi-judicial. Going through the findings of fact may be cumbersome for the governing board, especially if they are not used to handling quasi-judicial proceedings. Since issuance of a Conditional Use Permit is through the quasi-judicial process, governing board can have no discussions with others prior to public hearing. May be expensive for applicant; site plan, survey, architect, etc. Property owner may not be able to develop property at all if rezoning approved, but not the Conditional Use Permit.

- ❖ Additional Notes: A Conditional Use Permit hearing must be heard in a quasi-judicial nature that includes swearing-in, evidence, testimony and potential for cross examination. This is not how the council normally operates, the whole idea of quasi-judicial is that everything has to be based on what is heard at the public hearing, so you can't talk to anyone outside of the hearing and sometimes it's difficult for council members to adhere to these rules, because they aren't used to following them. Council members must adhere to those rules when it comes to Conditional Use Permits, they should think of themselves as judge and jury, they must base their decision on the evidence that is given at the case, not what was heard outside of the hearing. It is the council's obligation to go through each Findings of Fact and it is the applicant's duty to prove to the council that they have met each of the Findings of Fact. If the applicant loses on any one of the Findings of Fact, then they have lost.
- ❖ Questions: Mayor Becker mentioned that he and Ms. Brooks had just discussed imposing conditions that exceed the standards, but couldn't remember if we were allowed to do that or not. Mr. Duston advised Mayor Becker to look at the second bullet (any conditions offered by applicant or requested by governing board may only exceed...) and pointed out that you should check your code. Any conditions have to be above the standards.
- Conditional (CD) Rezoning:
  - Newest form of zoning in North Carolina. Same as Conditional Use, except it is a one-step process.
  - Is legislative in nature, rather than quasi-judicial.
  - Fair and reasonable conditions on a specific development or site plan can be offered by the applicant, suggested by planning board or governing body.
  - Conditions must be mutually agreed upon by applicant and governing board.
  - Ex parte communication normally allowed (check planning board rules of procedure) .... Applicant usually can speak with neighbors, planning board members, elected officials....anybody.
  - Public information meetings often required before planning board and governing board meetings to get input from neighbors; application can change based on citizen input.
  - Any conditions offered by applicant or requested by governing board usually exceed those that are normally required. Local government can allow for exceptions (the code should carefully address this).
  - Advantages: you can talk with applicant (yes), neighbors (yes), planning board/elected officials (maybe). Neighbors' input usually required. No findings of fact; no quasi-judicial proceedings. One-step rezoning. Certainty over the final product. Helps alleviate unnecessary concerns on what will get built.
  - Disadvantages: Each amendment stands on its own two feet; local government must keep track with each amendment...zoning runs with land until changed. Potential for "back-room deals"; potential for spot zoning; really need coordination with adopted plans. Can be costly to the applicant: site plan, survey, architect, etc. Local government, neighbors may ask for too many conditions; conditions asked may not be "fair and reasonable".
- ❖ Additional Notes: The town doesn't currently have this type of zoning. Conditions (reasonable) which are above or below have to be mutually agreed upon; the governing body needs to have a good reason for whatever

conditions they want that the applicant has not offered. Code needs to be fairly explicit on the conditions. Conveying information to the planning board need to be done accurately. Neighbors get to see the plans and make recommendations/changes/alterations. Neighbors' input is a phenomenal idea and it should be required. Conditional Zoning and Conditional Use Permits should be recorded at the Register of Deeds; it is a great way of insuring that you know what is going to be there. There is a potential for spot zoning; there needs to be coordination with adopted plans and having good knowledge of what is in the Land Use Plan is necessary.

- **Differences Between General, Conditional Use (CU) and Conditional Zoning (CD):**

<b>ISSUE</b>	<b>GENERAL REZONING</b>	<b>PARALLEL CONDITIONAL USE (CU) REZONING</b>	<b>CONDITIONAL (CD) REZONING</b>
Does final decision run with land?	Yes	Yes	Yes
Quasi-judicial process	No	No for rezoning; Yes, for CUP	No
Can you ask applicant what will be built on property?	No	No for rezoning; Yes, for CUP	Yes
Can you base your decision on a submitted site plan?	No	No for rezoning; Yes, for CUP	Yes
Fair and reasonable conditions OK?	No	No for rezoning; Yes, for CUP	Yes
Can you allow uses not allowed in requested district?	No	No	Maybe... it depends on how Code is written
Do you need to consider adopted plans when making final decision?	YES	YES	YES
Prior discussion of case with applicant or other OK?	Yes	No	Maybe – refer to Rules of Procedure
Do you need a statement of reasonableness?	YES	YES	YES
Do you need a statement of consistency (with locally adopted plans)?	YES	YES	YES

- How to Enact Conditional Zoning (CZ):
  - Establish CZ districts (can replicate some/all general zoning districts....but not mandate) in Code; some districts may only be CZ districts • Should state whether new CZ districts must meet, as minimum, standards of corresponding general districts. If not, what deviations are OK? • Establish guidelines for processing CZ zoning applications (content of application; submittal deadline; fees, etc.)
- Public Informational Meeting(s):
  - When is meeting held? Where is meeting held? Should there be 1 or 2 meetings?
  - How is meeting advertised? Who notifies? Notify all adjoining owners? All owners within 100 feet? 500 feet? ¼ mile? • Who conducts meeting: staff? Applicant? • If applicant conducts, does staff attend? • Who writes up meeting notes?
- CZ Conditions:
  - Conditions can be offered by applicant; additional “fair and reasonable” conditions can be requested by local government • Conditions should be “land use related”....→ Location/number of ingress points: OK → Number of gas pumps: Probably OK → Italian terra cotta roof: Probably NOT OK → Ownership: Never OK
  - In order to approve zoning request, conditions need to be mutually agreed upon
- Zoning Statement:
  1. Statement of consistency (with Land Use Plan and all other applicable/adopted plans; and
  2. Statement of reasonableness

GOVERNING BOARD MUST VOTE ON THESE STATEMENTS WHEN MAKING ZONING DECISIONS

- Statement of Reasonableness and Spot Zoning
  1. Size of tract;
  2. Compatibility of zoning with adopted plans;
  3. Benefits/detriments of rezoning re: applicant, surrounding properties and community; and
  4. Relationship of uses allowed under CZ zoning and uses currently allowed on adjacent tracts.
- Post Adoption Must Do's
  1. Keep comprehensive, consistent and easy to access records (digital and/or hard copy) of ALL CZ cases
  2. Show all CZ zonings on official map (or other easy to find mechanism....i.e. tax ID number, address, etc.)
  3. Give each CZ zoning a unique identifier (CZ 12-2; CZ11-4; use this identifier consistently
  4. Make map with CZ zoning easy for staff (and public) to understand

- Questions:

- Councilwoman Critz: Can the meeting [public information] be taped? Mr. Duston: Yes
- Councilwoman Critz: How would conditional zoning be different than straight rezoning? Mr. Duston: It is totally different, because if you are the applicant, the only thing that you going to be allowed to do is what is approved; end of discussion.
- Councilwoman Critz: What about talking to the applicant on conditional zoning? Mr. Duston: That is your call, you have the ability to speak to people if you use the “Lee Myers” [former mayor of Matthews] rule: “I’ll talk to you all you want, but I am not going to tell you how I vote”. “I am going to listen to you, but I’m not going to give you input”.
- Councilwoman Critz: Does being a council member or planning board member, under conditional zoning, give you more leeway? Mr. Duston: With latitude, because you can ask and you can talk. Planning board members should keep in mind that they need to look at their Rules of Procedure to make sure that they have the ability to do so. This is one of the advantages of conditional zoning.
- Councilwoman Critz: When talking about the size of the tract, are you less likely to draw attention to a larger size or smaller size? Mr. Duston: Smaller. Mr. Duston referred to an instance he ran across in Union County with 19 acres out in the middle of nowhere that was rezoned and the judge said it was spot zoning. Ms. Brooks asked about the days when they put B-4 zoning on corners. Mr. Duston responded that the Cleveland County Land Use Plan where they strategized where they wanted to have business development out in the middle of nowhere; they wanted areas so you didn’t travel 15 miles to buy a loaf of bread and milk, so that may be the case. The Land Use Plan might have called for spot zoning.
- Ms. Brooks: If you have CUB-2, CUB-2, CUB-6, etc., should they all be made to be different colors [on the map]? Mr. Duston: The easiest way of doing it is to cross hatch which lots are CU, but whatever is easy for the town to administer and easy for the public to understand.
- Ms. Brooks: When could Mr. Duston do this [conditional zoning code]? Mr. Duston responded that it is relatively simple; if the town asks, he will get them a price. Mr. Duston could do the code next week, it doesn’t take long. Mr. Duston would need to have the town’s code digitally and he would probably do a questionnaire asking the town the questions that he poses in the public information meetings. Councilwoman Critz commented that by incorporating the CU option into the town’s zoning, then the greatest advantage to the town is that under straight rezoning you can rezone a piece of property and be getting a “pig in a poke”, but with conditional zoning you know absolutely what’s going there, because you rezone it based on the plan for the build-out. Mr. Duston responded yes and then as planning director, Ms. Brooks could give her opinion if she feels that the CU would have a better chance of passing. Ms. Brooks can’t speak for the council, but she could relay the council’s history of voting.
- Ms. Brooks: If this is your favorite grocery store who wants to rezone, which is in the Downtown Overlay, how does that work? Mr. Duston responded it is in the Downtown Overlay “move over” it is not only part of the plan; it is part of [being up against] the wall. No matter what they build, whatever the Downtown



Overlay calls for with one exception – do any conditions have to be above or do you allow for any conditions that go below. For example: in the Downtown Overlay, parking is not a major concern, because you are in more of a downtown setting. Let’s say 50 spaces are what is needed, you can say “we are going to let you go below”, but that needs to be stated in the code to give the applicant that opportunity. Ms. Brooks asked if the overlay could be taken off. Mr. Duston responded that the council could take it off; however, that would actually be another rezoning. Ms. Brooks asked if that would then be spot zoning. Mr. Duston responded “what does your plan say”. Mayor Becker noted that the problem with the way the code was written; the Downtown Overlay language is very strict and in many cases is site specific. It was actually designed by Nadine for the Matthews town center, the land use there is almost identical to that, so it is very site specific, but it doesn’t really fit many of our uses. It becomes problematic with each individual lot; therefore, we see conditional districts as a way to get out of those really cumbersome difficult-to-administer rules. If we went to conditional districts where we are specifying different requirements, we can make it work better. Mr. Duston responded that when we write the conditional zoning language we could say “we have a very descriptive overlay district, one of the rules that we will let you go below is…” and then you would state what you want to go below. If the applicant does a CU zoning as part of that rezoning, then you may allow them not to meet all of the requirements of the Downtown Overlay district.

- Mr. Dustin completed his presentation with a case study from Matthews and how their planning board handled conditional rezoning. There were several maps of the area in which this case study was focused, which gave the board a look at a particular situation in a specific area along with a project timeline.

### 3. **Adjournment**

- **Councilwoman LaMonica** made a **motion** to adjourn and **Councilwoman Critz** seconded. *The motion passed unanimously as follows:*

*Ayes: Coffey, Critz, Cureton, LaMonica and Neill  
Nays: None*

- **Michael LaMonica** made a **motion** to adjourn and **Wanda Glenn** seconded. *The motion passed unanimously as follows:*

*Ayes: LaMonica, Glenn, Neill and Coffey  
Nays: None*

- The meeting was adjourned at 8:58 p.m.

Respectfully submitted by:

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Vicky A. Brooks, CMC, Town Clerk

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Frederick Becker III, Mayor

**Town of Mineral Springs  
Town Hall  
3506 S. Potter Road  
Town Council  
Regular Meeting  
March 14, 2013 ~ 7:30 PM**

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**Minutes Draft**

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The Town Council of the Town of Mineral Springs, North Carolina, met in Regular Session at the Mineral Springs Town Hall, Mineral Springs, North Carolina, at 7:30 p.m. on Thursday, March 14, 2013.

**Present:** Mayor Frederick Becker III, Mayor Pro Tem Valerie Coffey, Councilman Jerry Countryman, Councilwoman Janet Critz, Councilwoman Lundeen Cureton, Councilwoman Melody LaMonica, Councilwoman Peggy Neill, Town Clerk/Zoning Administrator Vicky Brooks, Attorney Bobby Griffin and Deputy Town Clerk Janet Ridings.

**Absent:** None.

**Visitors:** Representative Mark Brody and Neva Helms.

With a quorum present Mayor Frederick Becker called the Regular Town Council Meeting of March 14, 2013 to order at 7:33 p.m.

**1. Opening**

- Councilwoman Critz delivered the invocation.
- Pledge of Allegiance.

**2. Public Comments**

- Mayor Becker acknowledged Neva Helms and Mark Brody.
- Mark Brody – 5315 Rocky River Road, Monroe, NC.
- Neva Helms – 5315 Rocky River Road, Monroe, NC.

**3. Consent Agenda**

- **Councilwoman Critz** made a **motion** to approve the consent agenda containing the following:

- A. February 14, 2013 Regular Meeting Minutes
- B. January 2013 Tax Collector's Report
- C. January 2013 Finance Report

**Councilwoman Cureton** seconded the motion. The motion passed unanimously as follows:

Ayes: Coffey, Countryman, Critz, Cureton, LaMonica and Neill

Nays: None

**4. Update from Delinquent Tax Collector Janet Ridings**

- Delinquent Tax Collector Janet Ridings pointed out that each council member had the tax totals in their agenda packet (behind the minutes). Ms. Ridings explained that she just wanted to give the council an update on what has been done since July. The beginning balance of taxes owed in July was \$12,645.95; as of the end of January, that balance is now \$9,575.26. The town has collected \$3,070.69 for taxes along with \$1,772.85 for interest/fees for a gross collection of \$4,843.54. Each year is itemized and shows what has come off and what still has balances; hopefully by the end of March, one whole year (2003-A) will be gone, which only has one left on it. Councilwoman Neill commented that Ms. Ridings is “really chipping away” at this and is doing a good job. Ms. Ridings continued that they did really well in February (which doesn’t show on this monthly report) collecting \$1,738.31; Ms. Ridings felt that tax refunds kind of helped with that. Through June 2012 and February 2013, the collections were \$6,581.85.
- Ms. Ridings reported that the “stuff” for the debt set-off has been done; they just have to start working with LexisNexis (which has been activated). Unfortunately, staff has been doing a lot of minutes this week and Ms. Ridings and Mayor Becker haven’t been able to work on that. Ms. Ridings explained that she had asked Ms. Brooks if she could put a last ditch effort in the newsletter saying “pay now or pay later”; pay later could be more expensive. Councilwoman Coffey asked when they were anticipating garnishment (for delinquent taxes) actually being able to happen. Ms. Ridings responded that with LexisNexis, they are going to start working on employment garnishments and bank account garnishments before they do the State, because a lot of the taxes have already come and gone. Councilwoman Coffey asked how soon they were planning to have the employment garnishment in place. Ms. Ridings responded that she would say probably within the next month and a half. Mayor Becker offered that they would probably simultaneously go to the State, because you are allowed to do that any time. Ms. Ridings added that you can report as soon as you get social security numbers and the other pertinent information that the State is requiring; we will make sure they are in there, so if people are filing their taxes late or haven’t filed yet, the numbers will be in there. Councilwoman Coffey pointed out that we would have them for 2014. Mayor Becker noted that he had finalized the transfer arrangements between the debt set-off program and the North Carolina Capital Management Trust account that the town set up; therefore, as Ms. Ridings said everything is in place (technically), except for the final submittal of the actual records. Ms. Ridings added that she had a contact from the debt set-off who is willing to help the town generate the letters to make sure they have all the pertinent information in them – they are also willing to do them for the town if we want them to. “We certainly have all the tools we need in order to work away at the rest of the \$9,500”, Ms. Ridings said.
- Councilwoman Cureton asked what they were doing with someone who is deceased that has taxes in their name. Ms. Ridings responded that they are trying to contact the heirs and work with them; some of them are a little “aloof”, but we have had a couple of them pay off. The next objective is to start working on the personal property. Mayor Becker added that he and Ms. Ridings had discussed

this, there are a few of them in personal property that are uncollectible because there is no lien, since there is no real property assigned to it; they will go through the list. Some are in corporate names and the corporations are gone; those are a write-off. Others are individuals that have moved out of the area (again there is no lien), so Mayor Becker will be helping Ms. Ridings (from the data processing end) to compile a list and asking the council to write those off.

##### 5. **Discussion of Queen's Cup Steeplechase**

- Mayor Becker explained that he (and Ms. Brooks) had spoken with Bill and Carrington Price on a couple of occasions over the past couple of months; they were wondering what the town could do (financially) to support the Steeplechase more. Mayor Becker informed the Prices that it would be tough, because it's not the kind of thing that fits into the town's nonprofit donation policy; however, on the other hand the Steeplechase itself is a nonprofit. Each year they have a charity that they give to. As ideas were "batted" around to present to the council, one suggestion was for the town to get a tent on Heartbreak Hill, which comes with 50 tickets. After some thought on how that would be handled, the idea came up of having a raffle (to be advertised in the newsletter) for 25 pairs of tickets to be available (in a drawing) to Mineral Springs residents. Councilwoman Neill questioned whether or not that would exclude town council. Mayor Becker responded that he thought all members could enter; however, none of the details was ever worked out. Mayor Becker continued that he and Ms. Brooks had talked at length and it was going to be very complicated to administer: we had to have a newsletter coming out by now, what's at the tent, what the cost was going to be, how to bring the charity (Purple Heart Heroes this year)...there are so many logistics. Mayor Becker finally told Ms. Price that the town couldn't do it this year, but that we would let the council know to see if they are interested in pursuing some type of project where we involve the town by awarding these tickets in a lottery of anybody who enters. In discussions, Ms. Brooks had suggested that District Court Judge Tripp Helms could do the drawing. A lot of ideas were "batted" around and the final outcome was that it is too late this year to do anything about it. It is a delicate issue with taxpayer dollars and we have to involve the public properly. Mayor Becker explained that when the agenda was put together he hadn't finalized his conversation with Ms. Price, so they were potentially going to be here to ask the council to do something. After the agenda went out, Mayor Becker spoke with Ms. Price and she agreed that it should wait until next year.
- Councilwoman Critz commented that this [Purple Heart Heroes] is a nonprofit organization that does work within our community (not necessarily Mineral Springs), but within Union County/Mecklenburg County and asked Mayor Becker why the council couldn't just consider them this year as one of our nonprofit donations. Mayor Becker responded that the council could; Mr. & Mrs. Price haven't asked the council to do that on their behalf. If it is something the council wanted Mayor Becker to go forward and get specific information on Purple Heart Heroes to present at the next meeting - that could be done. Councilwoman Critz responded that she thought they should, because the litmus test that has always been used is that the council is very actively involved in giving to nonprofits, but they do so very carefully, diligently and consistently; these organizations benefit our constituents and community. Councilwoman Coffey stated that she would like to hear from Attorney Bobby Griffin on this. Mayor Becker responded [prior to

hearing from Attorney Griffin] that the town has received some information from Attorney Griffin, in general, about a more concrete policy on nonprofits that he has been looking through, but did not have time to review it adequately to put it on this agenda. Mayor Becker thought that is was a policy that Marshville is considering adopting; this council may want to look at it. The policy looked more complicated than necessary, but it had some specificity and consistence that may help. Attorney Griffin commented that historically the courts/legislature has been very generous to towns and giving the towns a lot of leeway with the discretion of what they do with tax dollars. Attorney Griffin supposed it was more of a philosophical political bent than it is right now legal: "how do you feel about taking tax dollars from the taxpayers and turning around and giving it to these little nonprofits?", "Is that the purpose of the Town of Mineral Springs?", "Does that serve your purpose?". Attorney Griffin explained that there is a lot of discussion among legislators now that this has gone way too far; why should a town be set up to do certain things and yet it takes money from the taxpayers and turns around and gives it away. It is more of a political decision, Attorney Griffin thought that right now it is legal, the towns have the authority to do it, but the winds are blowing. Councilman Countryman responded that one of the keys has always been that the council is very cognoscente about these nonprofits that they support and their direct relationship to this community. In other words, the people that are being supported have demonstrated to the town that some of those people that are being supported are within our community and for that reason the council has been willing to do that and to maintain that consistency with all of the folks that they have supported. Councilman Countryman stated that he understood what Attorney Griffin was saying with that side of government beginning to tighten up as they probably should; the town needs to have something that is more consistent. Attorney Griffin commented that what he thought Mayor Becker was alluding to was that the council may wish to look at the Marshville [policy], which may have gone way beyond what it should, but he thought it has a lot of merit in establishing procedures and policies. In good faith the town gives the money, because we all believe in the Red Cross, battered women, etc., but what follow up is there to see that the money was spent for the purpose the town gave for? Is there any accountability back to the town at a later time? Does the town have policies and procedures in effect for the taxpayer to assure that the money was spent for the purpose they gave it? Attorney Griffin explained that that is what Marshville has done. Attorney Griffin recommended that this council take a look at it. Councilwoman Coffey commented that she hoped that the council would be very cautious on this and is prayerful that the council will not vote on this [Purple Heart Heroes donation] tonight, because she would like to see what Attorney Griffin has presented. It is a heartfelt decision, but "we've got to think logistically and that is what I would like to do with this issue, is be on the logistical side of things", Councilwoman Coffey said. While a legislator [Mark Brody] was present, Councilwoman Critz wanted to explain that these are the kinds of decisions that local governments need to be making for themselves, because we are the ones that do see the "feet on the ground". Red Cross can't tell you "we spent all \$2,000 in Mineral Springs", because it doesn't work that way; it is allocated as the needs arise. When there was a train wreck in Mineral Springs, the Red Cross spent way more than we have donated to them assisting. It is not a quality thing; it's a "recognition" that there is an actual benefit. Another example is that with the

battered women's shelter there is a privacy clause, but they can tell us "yes" we have served women and children in the Mineral Springs community. Councilwoman Critz stated that she did want to see what the attorney recommends, because she has never known the attorney to recommend anything to the council that wasn't well worth their consideration, but she does think a lot of these decisions need to be left at a local level; "we are the ones that have the pulse of the community". Mayor Becker responded that the council will discuss both items next month: the general policy and to start looking at what Marshville did and Mayor Becker and Ms. Brooks will put together information on what the Queen's Cup specific charity is doing and maybe the council will want to add it to the list of organizations. Maybe not this year, because we would rather tie it into the town by having this ticket give-a-way or something where our individual citizens are benefiting; it's a complicated one.

6. **Consideration of Participating in the Literacy Council Spelling Bee**

- Mayor Becker explained that he is asking for a formal approval from the council to participate in the Literacy Council Spelling Bee for the \$300 entry fee. Councilwoman Neill commented that this is the most hysterical fun event that she has been to in this county; people dress up in costumes with bee stingers and antennas. Mayor Becker continued that he volunteered to enter and be the team captain (if need be), Mr. Critz is not available this year to attend and he has a phone message in to Sharon Carter who may or may not make it again this year. Mayor Becker further explained that he had come up with a good idea, Ms. Brooks' daughter, Amy, is in the Honors English class as a senior; Mayor Becker thought "why don't we talk to Amy's English teacher to see if we can get a Parkwood student who is 18 as of April 25<sup>th</sup> (spelling bee requirement) who lives in Mineral Springs?" Mayor Becker commented that he is committed to getting Parkwood more involved with the town/community, so he emailed Ms. Johnson and she was thrilled and was going on a search immediately, if she lived in Mineral Springs she would do it herself! It turns out that Amy will be 18 in time and when they had a spelling bee (right after the email), Amy won that spelling bee, so Amy may get drafted. Amy is 18, she lives in Mineral Springs and she goes to Parkwood – she may be the third member. Ms. Johnson hasn't finalized her and Amy hasn't given her acceptance. Councilwoman Critz suggested t-shirts, because some people that were going did that and it was kind of nice, in addition to just being fun and a great way to network. Other communities, towns, organizations, banks, the hospital and just a lot of people in the community had representative groups there. Mayor Becker mentioned that Waxhaw had one and Wingate won as always. Ms. Brooks suggested that the town ask Ms. Johnson if she doesn't find somebody. Mayor Becker responded that she was willing to do it and at least she teaches at Parkwood. If the council is willing to, if push comes to shove, would the council accept a non-Mineral Springs resident if she is a Parkwood teacher? Councilwoman Critz responded yes and Councilwoman Coffey responded because she is employed, yes. Mayor Becker commented that we would keep that on the back burner, but he is hoping we can get a student, Sharon Carter and maybe Councilwoman Neill will be an alternate (if she is not in Texas).
- ***Councilwoman Coffey made a motion to participate in a Literacy Spelling Bee as it does so much for our literacy program.*** Mayor Becker mentioned that they are

able to document the number of people in Mineral Springs who benefit. Councilwoman LaMonica asked if we are looking at participating at the \$300 level. Mayor Becker responded \$300 as last year. *The aforementioned motion by Councilwoman Coffey was seconded by **Councilwoman LaMonica**. The motion passed unanimously as follows:*

*Ayes: Coffey, Countryman, Critz, Cureton, LaMonica and Neill*

*Nays: None*

**7. Consideration of a Service Contract with N•Focus Planning & Design, Inc.**

- Ms. Brooks mentioned that most of us in attendance this evening got to see Mr. Bill Duston and pointed out the memo in the agenda packet. Mr. Duston will provide the service for \$990 and the scope of what he will do for the town is to add conditional zoning districts to our ordinance. Councilwoman Coffey replied that with his history with Centralina Council of Governments, we are sure that we will get a clear concise document that would serve the Town of Mineral Springs very well with our gray areas. Mr. Duston will make it complete, including all of our desires as we submit them to him and we definitely would have a great plan in place. Mayor Becker noted that this type of service is in the budget in the Planning Department; it is a line item under zoning ordinance amendments and there is plenty of money to cover it, so it does meet the pre-audit requirements. Councilwoman Critz offered that she thought if we had not recognized the need before the training session, it certainly became clear in the training session that we have a need for this in our community. Councilwoman LaMonica asked Ms. Brooks what the timeframe on this was. Ms. Brooks responded that it would be less than six months if the council approves the contract. Councilwoman LaMonica replied that is what she would recommend, so that it doesn't go on forever. Once approved, Ms. Brooks will get the contract to Mr. Duston and she believes he will get right to work on it. Mayor Becker added that the town may be more of the delay than Mr. Duston possibly, because it is going to go through planning board and may get some tweaking, and then there is this survey questionnaire where Mr. Duston may have to go to the council and the planning board member, so those processes may cause a month to lapse. Councilwoman LaMonica suggested even if it's good for a year from signing, that at least puts a line of sight to it and it can't go on forever. Mayor Becker asked Ms. Brooks if we should put that in. Ms. Brooks responded that Mr. Duston is on top of things. Councilwoman Coffey explained that from what she is reading, it says it will take Mr. Duston one to two weeks from the time he receives our Word document and she felt Mr. Duston was a man of his word. Councilwoman LaMonica replied that was just a draft of the text. Councilwoman Coffey noted that was progress. Councilwoman Neill commented that she didn't think we needed any time constraint; he has already said one to two weeks. Mr. Duston moves right along; he doesn't beat around the bush. Ms. Brooks offered that after Mr. Duston gets us the draft, it is really up to the town to take it to the planning board and then to hold the public hearing for the council to approve the text amendments. If Mr. Duston gets it back to us in two weeks, we are talking the next month's planning board. Councilwoman LaMonica asked if payment was due upon signing. Ms. Brooks responded that she would say "on signing". After some discussion, there was a consensus of the council to pay half up front and the other half upon completion.

- **Councilwoman Critz** made a **motion** to accept the contract and after discussion with N•Focus Planning and Design, LLC [Bill Duston], paying up to as much as 50% at signing and the remaining 50% upon completion (since we are talking a shorter period of time as two weeks) and **Councilwoman LaMonica** seconded. The motion passed unanimously as follows:

Ayes: Coffey, Countryman, Critz, Cureton, LaMonica and Neill

Nays: None

## 8. Discussion of Downtown Banners

- Mayor Becker explained that he and Ms. Brooks had been discussing the banner situation, after the Christmas lights; one of our banners got knocked down by a truck which gave us an opportunity to see it up close. These banners went up in 2005 or 2006, so we have got six or seven years out of them (for ten months out of the year), but now they are quite faded. Ms. Brooks wanted the council to pursue replacements, perhaps after the Steeplechase banners. Would the council want to keep this banner design and just redo them; they cost \$2,400 seven years ago from Conder Flag. It is looking like the actual banner manufacturer will sell directly, so it may be quite a bit less. Councilwoman LaMonica asked if it would make sense to do something that features the greenway. Mayor Becker responded if council wanted us to talk to Matt Rorie [Signpro], who has done some work for the town and see if he wants to come up with a design; it could be a four season theme [not the current copyrighted design] or something featuring the greenway. Councilwoman Critz noted that she would like to see us maintain the motto Conservation by Design. Mayor Becker responded that the motto is definitely a keeper, but do we want to look for something additional. Councilwoman Neill suggested that we focus on the greenway. Councilwoman LaMonica felt that really reinforces Conservation by Design. Councilwoman Neill noted that we are an equestrian community, so maybe a horse. Councilwoman Critz commented that we are not just known for the greenway, it is just an aspect of our conservation and she would like to see it more representative. Councilman Countryman suggested if they were looking for four coordinates, it could feature hiking, horseback riding, mountain biking. Councilwoman Critz added that one could be a tree with a creek. Mayor Becker commented that this gives staff a lot more guidance; Ms. Brooks will work with Matt Rorie and maybe some other people and bring some designs back to the council.

## 9. Consideration of Participating in 2014 Urban Archery Season

- Ms. Brooks commented that Councilman Countryman could take off with this one. Last year, we weren't asked; however, we were in the program. This year, they are asking for approval to remain in the program.
- **Councilman Countryman** made a **motion** to actively participate in the Urban Archery 2014 season and **Councilwoman Coffey** seconded. Councilwoman LaMonica asked if we were still dealing with an over population of deer. Councilwoman Critz responded that Mr. Critz and she counted 30 deer in the front of the house that is for sale on Sadler Road two nights ago. Councilman Countryman offered that, not only in Mineral Springs, but throughout this portion of Union County, the deer have come to the point of being a nuisance, because they



are not managed effectively. This is not good for homeowners and it really is not good for the deer population. You can talk to any game management person; they need to be hunter regulated far more than they are now. There are only two things that really harvest deer in the State of North Carolina: hunters and cars (for the most part). Although there is an increasing population of coyote in this immediate environ. The harvesting of deer is still left to hunters and cars, so there needs to be a far better balance between the doe and the buck populations and that requires a lot of hunter education, as well as this extended archery season that really gives hunters the opportunity to shoot more does, which we need to do. Often times the bucks, by that time, have lost their antlers and you have to be very cognizant if you are an archer to insure that you are harvesting a doe and not a buck, because you are only allowed two bucks during the general season and the extended season in this area. Councilwoman LaMonica asked if there had been any reports of security issues with the hunting season. Mayor Becker responded not with bow hunters where it is a shorter range and you don't have the potential for rifles on smaller tracts. All joking aside, from what little Mayor Becker knows, rhododendrons are mildly toxic for deer to eat and the fact that the deer have chewed all of his rhododendrons down to the roots shows that there is a shortage of food for the deer, which reinforces what Councilman Countryman said about the herds being too big for the food sources. The deer are struggling to find food, so there are too many for the area, so any little five week period where you might be able to thin out the herds a little bit more.... Councilwoman Cureton asked if there was such a thing as a black deer. Councilman Countryman responded that there are some very darkly colored deer, in his career; he has seen a lot of deer that are extremely dark, almost to the point of being black. What you will find in the fall is that they change colors based on their environment; in the spring they will almost be red, by the time fall gets here they are brown or gray and in some cases very dark gray if they live in the dark woods. This is how Mother Nature camouflages them. Councilwoman Critz clarified that the motion hadn't been voted on, that they were participating in the 2014 season and that there have been no changes to the map. Mayor Becker responded that was correct. *The aforementioned motion by Councilman Countryman passed unanimously as follows:*

*Ayes: Coffey, Countryman, Critz, Cureton, LaMonica and Neill*

*Nays: None*

#### **10. Other Business**

- Mayor Becker commented that he didn't want to get into too much detail about the [McNeely Road Greenway Parking Area] security camera successes; we haven't got anything definite that he could turn over to Sheriff Cathey unfortunately. On February 28<sup>th</sup> (based on some night time images of vehicles that he saw), pretty much every sign at the property were stolen; both of the entrance signs with the arrows, the exit sign, the two handicapped signs, and the "greenway parking next left" sign. Mayor Becker has ordered new signs and has gone to two different types of higher security bolts with different heads; the signs will be replaced this weekend. The signs to divert the horses away from the bridge have been received and have been installed in the woods.

- Councilwoman LaMonica recommended that the South Piedmont Community College item [agenda packet FYI] that is basically just asking to reinforce with our residents that they have free opportunities for folks of a younger age and an older age, be placed on the town's website or in the newsletter. Attorney Griffin thought that is would be appropriate; it is a public institution. Councilwoman Critz mentioned that they are hosting a Chamber dinner with a lecture on Wednesday night (March 20, 2013) of next week at the community college if anyone is interested.
- Mayor Becker pointed out the House Bill (HB) 150 documentation that was in the agenda packet as an FYI and noted that Representative Brody was here if anyone wanted to talk with him about it. HB150 may have a rather substantial impact on whether our conditional zoning districts will be effective or useful. If it is adopted, we may not be able to have architectural or building material guidelines as part of a requirement to go into a conditional district; it has to be completely voluntary. This may be an issue that the council may want to discuss with Representative Brody or even to contact your representatives or just to read more about.

11. **Adjournment**

- **Councilwoman Critz made a motion to adjourn and Councilwoman Cureton seconded. The motion passed unanimously as follows:**

*Ayes: Coffey, Countryman, Critz, Cureton, LaMonica and Neill*

*Nays: None*

- The meeting was adjourned at 8:34 p.m.
- The next regular meeting will be on Thursday, April 11, 2013 at 7:30 p.m. at the Mineral Springs Town Hall.

Respectfully submitted by:

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Vicky A. Brooks, CMC, Town Clerk

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Frederick Becker III, Mayor

FEBRUARY 2013  
TOWN OF MINERAL SPRINGS  
PERCENTAGE REPORT

<b>FEBRUARY 28, 2013 REGULAR TAX</b>	<b>2012</b>
BEGINNING CHARGE	66,181.19
TAX CHARGE	
PUBLIC UTILITIES	
DISCOVERIES	
NON-DISCOVERIES	
ABATEMENTS	(1.24)
<b>TOTAL CHARGE</b>	<b>66,179.95</b>
BEGINNING COLLECTIONS	61,576.93
COLLECTIONS - TAX	1,480.91
COLLECTIONS - INTEREST	42.99
<b>TOTAL COLLECTIONS</b>	<b>63,057.84</b>
BALANCE OUTSTANDING	3,122.11
<b>PERCENTAGE OF REGULAR</b>	<b>95.28%</b>
<b>COLLECTION FEE 1.5 %</b>	

Mineral Springs Prior Years Property Tax Report  
February 2013

February 28, 2013	2011	2010	2009	2008	2007	2006	2005
<b>BEGINNING CHARGE</b>	<b>\$64,878.42</b>	<b>\$64,737.60</b>	<b>\$63,911.13</b>	<b>\$65,443.06</b>	<b>\$52,276.82</b>	<b>\$51,397.02</b>	<b>\$49,217.72</b>
PUBLIC UTILITIES	\$1,319.20	\$1,251.60	\$1,218.28	\$1,112.42	\$1,056.90	\$779.12	\$624.69
MINIMAL RELEASES	(\$145.21)	(\$152.88)	(\$157.18)	(\$158.76)	(\$150.55)	(\$50.50)	(\$47.49)
DISCOVERIES	\$59.06	\$315.24	\$42.59	\$42.59	\$117.44	\$417.27	\$199.93
ABATEMENTS (RELEASES)	(\$259.51)	(\$409.02)	(\$55.90)	(\$1,270.64)	(\$15.81)		
PERSONAL PROPERTY WRITEOFFS							
<b>TOTAL CHARGE</b>	<b>\$65,851.96</b>	<b>\$65,742.54</b>	<b>\$64,958.92</b>	<b>\$65,168.67</b>	<b>\$53,284.80</b>	<b>\$52,542.91</b>	<b>\$49,994.85</b>
PREVIOUS COLLECTIONS	\$64,316.13	\$64,183.61	\$63,627.00	\$64,049.75	\$52,546.23	\$51,822.61	\$49,328.20
<b>PREVIOUS BALANCE DUE</b>	<b>\$1,535.83</b>	<b>\$1,558.93</b>	<b>\$1,331.92</b>	<b>\$1,118.92</b>	<b>\$738.57</b>	<b>\$720.30</b>	<b>\$666.65</b>
COLLECTIONS - TAX	\$171.76	\$109.12	\$143.51	\$123.30	\$51.03	\$67.61	\$81.35
COLLECTIONS - INTEREST/FEES	\$56.05	\$39.29	\$66.70	\$99.52	\$60.10	\$88.33	\$89.52
GROSS MONTHLY COLLECTIONS	\$227.81	\$148.41	\$210.21	\$222.82	\$111.13	\$155.94	\$170.87
MISC. ADJUSTMENTS							
<b>TOTAL TAX COLLECTED TO DATE</b>	<b>\$64,487.89</b>	<b>\$64,292.73</b>	<b>\$63,770.51</b>	<b>\$64,173.05</b>	<b>\$52,597.26</b>	<b>\$51,890.22</b>	<b>\$49,409.55</b>
<b>BALANCE OUTSTANDING</b>	<b>\$1,364.07</b>	<b>\$1,449.81</b>	<b>\$1,188.41</b>	<b>\$995.62</b>	<b>\$687.54</b>	<b>\$652.69</b>	<b>\$585.30</b>
<b>PERCENTAGE COLLECTED</b>	<b>97.93%</b>	<b>97.79%</b>	<b>98.17%</b>	<b>98.47%</b>	<b>98.71%</b>	<b>98.76%</b>	<b>98.83%</b>

Mineral Springs Prior Years Property Tax Report  
February 2013

	2004	2003	2003A	2002	2001	2000	1999	
<b>BEGINNING CHARGE</b>	<b>\$41,651.21</b>	<b>\$34,338.14</b>	<b>\$960.75</b>	<b>\$36,425.60</b>	<b>\$36,176.12</b>	<b>\$34,514.63</b>	<b>\$25,779.82</b>	
PUBLIC UTILITIES	\$618.17	\$629.63		\$629.07	\$629.28	\$660.85		
MINIMAL RELEASES	(\$45.06)	(\$102.84)		(\$101.90)	(\$104.80)	(\$78.96)	(\$60.40)	
DISCOVERIES	\$662.98			\$50.45	\$18.98			
ABATEMENTS (RELEASES)	(\$12.99)	(\$21.37)		(\$26.49)	(\$27.40)	(\$675.29)		
PERSONAL PROPERTY WRITEOFFS								
<b>TOTAL CHARGE</b>	<b>\$42,874.31</b>	<b>\$34,843.56</b>	<b>\$960.75</b>	<b>\$36,976.73</b>	<b>\$36,692.18</b>	<b>\$34,421.23</b>	<b>\$25,719.42</b>	
PREVIOUS COLLECTIONS	\$42,300.63	\$34,537.59	\$954.36	\$36,432.91	\$36,473.73	\$34,270.65	\$25,614.18	
<b>PREVIOUS BALANCE DUE</b>	<b>\$573.68</b>	<b>\$305.97</b>	<b>\$6.39</b>	<b>\$543.82</b>	<b>\$218.45</b>	<b>\$150.59</b>	<b>\$105.24</b>	<b>\$9,575.26</b>
COLLECTIONS - TAX	\$43.20	\$32.08	\$1.14	\$39.95	\$39.95	\$39.95	\$15.76	\$959.71
COLLECTIONS - INTEREST/FEES	\$30.53	\$46.52	\$0.98	\$56.46	\$60.86	\$58.67	\$25.07	\$778.60
GROSS MONTHLY COLLECTIONS	\$73.73	\$78.60	\$2.12	\$96.41	\$100.81	\$98.62	\$40.83	\$1,738.31
MISC. ADJUSTMENTS								
<b>TOTAL TAX COLLECTED TO DATE</b>	<b>\$42,343.83</b>	<b>\$34,569.67</b>	<b>\$955.50</b>	<b>\$36,472.86</b>	<b>\$36,513.68</b>	<b>\$34,310.60</b>	<b>\$25,629.94</b>	
<b>BALANCE OUTSTANDING</b>	<b>\$530.48</b>	<b>\$273.89</b>	<b>\$5.25</b>	<b>\$503.87</b>	<b>\$178.50</b>	<b>\$110.64</b>	<b>\$89.48</b>	<b>\$8,615.55</b>
<b>PERCENTAGE COLLECTED</b>	<b>98.76%</b>	<b>99.21%</b>	<b>99.45%</b>	<b>98.64%</b>	<b>99.51%</b>	<b>99.68%</b>	<b>99.65%</b>	

### Mineral Springs 1999 Property Taxes Unpaid as of 2/28/2013

<b>Name</b>	<b>Acct. Number</b>	<b>Property Description</b>	<b>Tax Due</b>
BARNETT, SHELBY H HEIRS	06-084-041	1.33 Ac. #40 LEISURE ACRES	\$40.28
MASSEY, CARRIE M	05-006-009A	4.77 Ac. LEMMONDS	\$24.76
MORRISON, BOBBY RAY & WF LAMA	09-417-014	9.13 Ac. #3 MORRISON	\$7.32
TRUESDALE, LULA HEIRS	06-060-013	3 Ac. CRAWFORD	\$12.08
WENTZ, RAYMOND LEE	06-039-011A	5.58 Ac. WENTZ	\$5.04
<b>Total Amount Unpaid:</b>			<hr/> <b>\$89.48</b>

# Mineral Springs Unpaid Property Taxes - Real and Personal as of February 28, 2013

Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
2K CONTRACTING INC	50087944		\$3.18	\$2.76	\$2.41	\$2.26	\$1.96	\$1.71	\$1.49		\$8.25			
A TO Z HANDYMAN	50096422		\$12.95	\$11.25	\$9.79	\$9.20								
A TO Z HANDYMAN, VONLI	308615	\$12.95												
AHLSTROM, KEITH STEVEN	50083893							\$1.42	\$3.32					
ALSPAUGH, JAMES MICHAEL	06019007	\$12.63	\$12.63	\$12.63	\$12.56	\$11.25	\$11.25	\$11.25	\$11.25		\$7.39	\$7.39	\$7.39	\$7.39
AUTRY, ELVIS VERDELL & WIFE	05033051	\$17.37	\$17.37	\$17.37	\$17.37	\$14.76	\$14.76	\$14.76	\$14.76		\$8.33			
B & S CONCRETE	50056640													\$7.98
B C R INC	50057978										\$21.14			
BAILEY, DAVID	06039007C	\$9.34	\$9.34	\$9.34		\$7.46		\$7.46	\$7.46					
BAILEY, DENNIS CONCRETE	50090733							\$8.54	\$7.43					
BAILEY, GEORGE ALLEN & BROTHERS	06039008	\$14.54	\$14.54	\$29.09										
BARNETT, SHELBY H HEIRS	06084041	\$37.57	\$37.57	\$37.57	\$37.58	\$40.80	\$40.80	\$40.80	\$40.80		\$41.24	\$41.24	\$41.24	\$41.24
BLESSED HOPE BAPTIST CHURCH	05033008 7											\$249.61		
BOND, CELESTE B	06054063			\$27.92										
BOXER CONSTRUCTION	50103026		\$6.88											
BOXER CONSTRUCTION	222723	\$6.88												
BRIDGES JAMES CORBETT	50084062						\$1.84	\$1.91	\$2.04			\$2.57		
BROOKS, STEPHEN R	50089854							\$1.13	\$1.24					
BROOKS, STEPHEN R & WIFE	50081063			\$3.18		\$3.82								
BROOME, JAMES ANDREW	06060007E	\$17.08	\$17.08	\$17.08	\$17.08	\$13.58	\$13.58	\$13.58	\$13.58		\$7.40	\$7.40		
BROOME, REBECCA G	06060007A	\$9.02	\$9.03											
CAROLINA STREET SUPPLY	50103059		\$6.88											
CAROLINA STREET SUPPLY,	848391	\$6.88												
CHILDRESS, ANNIE UNELL	06039007F	\$23.29	\$23.29	\$23.29	\$23.29	\$22.52	\$22.52	\$22.52	\$22.52		\$22.08			

Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
CITICAPITAL TRAILER RENT	50093367							\$17.74						
CMH CONTRACTING INC	50092570						\$14.85							
COFFEY, CHRISTOPHER W	50083170					\$5.47		\$4.92	\$4.62					
COFFEY, JONATHAN	50104203		\$4.55											
COFFEY, LILLIE MAE	05033021	\$19.25	\$19.25	\$19.25	\$19.25	\$17.96		\$17.96	\$17.96					
COOMBER CUSTOM MASO	1812652	\$10.44												
COSMETICS SPA HAIR	601739	\$2.75												
COSMETICS SPA HAIR	50102370		\$2.75											
COVINGTON, JIMMIE H	05033014	\$38.80	\$38.80	\$38.80	\$38.80	\$40.81	\$40.81	\$40.81	\$40.81			\$31.31		
CRAIG, ROBERT DANIEL & C	06015023			\$27.46	\$27.46					\$19.00		\$15.11		
CRAIG, ROBERT DANIEL AN	06015023A								\$10.21					
CURVES OF MINERAL SPRIN	50092178						\$8.54							
CUSTOM DESIGN CONCRET	50092179			\$12.02	\$10.46	\$9.82	\$8.54							
DAMEFF, ANNE MARIE	06114042							\$33.02						
D'AMICO, JAMES L	06054024	\$27.68	\$27.68	\$27.68										
DAVIS, RUSSELL JAMES	05033134					\$3.78								
DAWKINS, BELINDA FAYE	50102875		\$4.69											
DBT	50096338					\$7.43								
DEESE MARY NIXON	50082349								\$1.00			\$1.31		
DEESE, MARY NIXON	05033060	\$14.61	\$14.06	\$14.06	\$13.95	\$17.28	\$17.28	\$17.28						
DELMARIE, ANTHONY & BA	06060013	\$21.80	\$21.80	\$21.80	\$21.80	\$17.15	\$17.15	\$17.15	\$17.15		\$11.19	\$11.19	\$11.19	\$11.19
DENNINGER DAVID & WIFE	50089191									\$1.01				
DIRECT MARKETING SOLUTI	50091292	\$6.03	\$7.28											
DRIVEWAYS ETC	50068446		\$4.45				\$1.74							
DRIVEWAYS ETC	200234858	\$4.44												
DUNCAN, DORA	06054057	\$10.14												
DUNCAN, DORA	06054019	\$13.40												



Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
DUNCAN, DORA	06054018	\$14.05												
DUNCAN, ROBERT W	50100863			\$2.63										
ELLIOTT, JAMES EDWARD &	06060006E	\$24.00	\$24.00	\$24.00	\$24.00	\$10.37	\$10.37	\$10.37						
EPIC REALTY GROUP INC	50094704			\$10.46	\$9.10	\$8.54	\$7.43							
FATHER & SON PAINTERS	50093623		\$2.41	\$2.09			\$1.53							
FATHER & SON PAINTERS	264482	\$2.41												
FAULKNER, LONNIE	375789	\$8.72												
FAULKNER, LONNIE JR	50093190		\$8.72	\$8.76	\$5.18	\$10.02		\$8.64						
FLOYD, BILLY DARRYL	06060007C								\$20.68		\$14.71			
FOX ANN H & TONY WAYNE	50077079											\$1.22	\$1.25	
FUNDERBURK, MARGARET	06039007D	\$8.21	\$8.21			\$5.66	\$1.50	\$1.50	\$1.68					
GOBLE, KARL VON & GOBLE	05033059	\$6.93	\$6.93	\$6.93	\$6.88									
GOBLE, KARL VON & GOBLE	05033058	\$6.93	\$6.93	\$6.93	\$6.83									
GOBLE, KARL VON & GOBLE	05033057	\$6.89	\$6.89	\$6.89	\$6.89									
GOBLE, KARL VON & GOBLE	05033056	\$6.90	\$6.90	\$6.90	\$6.86									
GOBLE, KARL VON & GOBLE	05033054	\$7.20	\$7.20	\$7.20	\$7.13									
GRADY, DEITRICH	06018045D	\$8.73	\$8.73	\$8.73	\$8.73	\$7.08		\$7.08	\$7.08		\$2.72	\$2.72	\$2.72	
GREENE, JAMES A	06036028	\$9.02	\$9.02	\$9.02		\$6.60	\$6.60							
GRIFFIN, FAIRLEY J	05033026	\$6.20	\$6.20	\$6.20	\$6.20	\$3.78	\$3.78	\$3.78	\$3.78		\$1.21			
HALLS PRESSURE WASHING	50096449		\$4.18	\$3.64	\$3.17	\$2.97								
HALLS PRESSURE WASHING	269402	\$4.18												
HARRINGTON, JOSHUA LAN	50091843								\$4.83					
HARRINGTON, THOAMS E	05033024	\$26.53	\$26.53											
HARRIS, ALLIE JANE MASSE	05033047	\$20.36	\$20.36	\$20.36	\$20.36	\$17.72	\$17.72	\$17.72						
HART, LEONARD P & HART,	06018091		\$8.38	\$8.38	\$8.38									
HELMS, DARYL J & HELMS,	06036005	\$34.20	\$34.20											
HERRON ENTERPRISES INC	50071162		\$10.54	\$9.58	\$8.78									

Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
HERRON ENTERPRISES INC	100052852	\$10.54												
HOUGH TGAHLIA TERRA	50082108		\$4.48	\$4.48	\$3.14	\$4.99						\$2.25	\$6.24	
HOUGH, TAHLIA TERRA	2026069	\$4.48												
HOWARD, ULYSESS	05033036	\$9.43	\$9.43	\$9.43	\$9.35	\$7.90	\$7.90	\$7.90	\$7.90		\$3.50	\$3.50	\$3.50	\$3.50
HUNTLEY, ANNETTE HOUST	05033061	\$11.92	\$11.92	\$11.92	\$11.83	\$10.79								
IMAGE DESIGN PRODUCTIO	50069103					\$5.64								
IMAGE DESIGN PRODUCTIO	2016613	\$3.69												
J & S MEAT PROCESSING	50093774		\$3.64	\$3.17										
JUS 4 U II	50090771							\$8.54	\$7.43					
KIDZ UNITED CLUB	50094388		\$2.41	\$2.09			\$1.49							
KIDZ UNITED CLUB % SHAL	591578	\$2.41												
KINGDOM KIDZ CHILDCARE	50096453		\$12.55	\$10.91	\$9.49									
KINGDOM KIDZ CHILDCARE	949961	\$12.55												
KNIGH DORIS J	50089641										\$1.49			
KNIGHT STEPHEN H	50047348								\$33.40					
KNIGHT, BRENDA S	50100309			\$6.86	\$2.51									
LEE, JERRY OSCAR & LEE, A	05033048	\$17.39		\$17.39	\$17.39	\$15.44	\$15.44	\$15.44	\$15.44					
LEIGH'S BOOKS 'N SUPPLIES	50094248			\$12.02	\$9.10	\$8.54	\$7.43							
LEM'S AUTO SERVICE INC,	612163	\$4.18												
LONG FRANK WILLIAM	50088653							\$1.26	\$1.31					
LOVE STEPHEN WAYNE &	50078727							\$1.48	\$1.60					
LOWE, EMMA J	06039009A	\$31.93	\$31.93	\$31.93	\$31.93	\$25.38								
MASSEY, JAMES ALLEN & E	06039007B	\$7.96	\$7.96	\$7.96	\$7.96									
MASSEY, LORIA L	05033137	\$6.90	\$6.90	\$6.90	\$6.90	\$3.78	\$3.78	\$3.78	\$3.78					
MASSEY, MARCUS A	05006009J	\$21.76	\$21.76	\$21.76	\$21.76	\$20.46	\$20.46	\$20.46	\$20.46		\$17.54	\$2.91	\$2.91	\$2.91
MATHENY, VERNA	455325	\$2.22												
MCDUGALL, SHERRY CAR	06084001L	\$6.86	\$6.86	\$6.86	\$6.86									

Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
MCGEE, ADA BELL	05033049	\$12.89												
MCGEE, BOBBY E & MCGEE	06039007A	\$14.99	\$14.99	\$14.99	\$14.99	\$12.94								
MCKINNEY, MERMASTINE E	05033050	\$16.43	\$16.43	\$16.43	\$16.43	\$13.60	\$13.60	\$13.60						
METHENY, VERNA	50094323		\$2.22	\$2.44			\$2.38							
MEXICAN PAINTERS (THE)	50092685							\$7.43						
MITCHELL, ZEOLIVE THOM	05033066A	\$6.82	\$6.82											
MODULAR SPACE CORP	50099708				\$2.21									
MORRISON, BOBBY R	09417006K	\$7.45												
MORRISON, BOBBY R	09417006H	\$52.29	\$9.90											
MORRISON, BOBBY RAY	09417014	\$53.78	\$53.78	\$53.78	\$53.78		\$22.68					\$12.33	\$12.33	
MORRISON, HOSEA & MOR	06084010				\$9.72	\$6.83	\$6.83							
MORRISON, MICHAEL D &	09417006E	\$7.45	\$7.45	\$7.45	\$7.45	\$3.05	\$3.05					\$1.95	\$1.95	
MORRISON, MICHAEL D &	09417006B	\$87.97	\$87.97	\$87.97										
MORRISON, ROBERT LEWIS	50083572							\$1.06						
MOSS, TERRY LYNN	06084012D										\$4.59	\$4.59	\$4.59	\$4.59
MYERS, FRANK & WF ANGE	06039007E	\$19.91	\$19.91	\$19.91	\$19.91	\$18.78	\$18.78	\$18.78	\$18.78					
NATURALLY MAID CLEANIN	50099051		\$3.93	\$3.42	\$2.97									
NIBLOCK DEVELOPMENT C	2187709	\$10.38												
NOBLE WATERS COMPANY	915182	\$13.83												
NOBLE WATERS COMPANY,	50092867		\$13.83	\$12.02	\$10.46	\$9.82	\$8.54	\$7.43						
PANGLE ANDREW HOYLE	50084019											\$2.35		
PETTY ROOFING	50096472		\$22.35	\$19.44	\$16.91	\$15.87								
PETTY, JAMES DAVID	50092442							\$1.01						
PETTY, JAMES DOUGLAS	06084001A		\$6.86	\$6.86	\$16.84	\$17.54	\$17.52							
POWLES, DAVID G	06036018	\$33.45	\$33.45	\$33.45	\$33.45	\$28.94	\$28.94	\$28.94	\$33.48		\$31.63	\$31.63	\$31.63	
PUMPKINS FUTURE LLC	06018137	\$8.12	\$8.12		\$8.82	\$6.41								
R & D MASONRY INC	50092552						\$8.54							

Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
R & T VENDING	50083484										\$2.79			
REALTY INVESTORS INC	50082898						\$1.02							
REID, ROBERT N & REID, BR	09417006C		\$99.60											
RENNER, LISA M	06114077	\$6.98												
ROBERTO BONILLA CUSTO	50104497		\$2.75											
ROBERTS, WILLIAM S	06036066				\$51.90									
ROBINSON, JERALDINE	05033034	\$9.66	\$9.66	\$9.66	\$9.66		\$8.42							
ROBINSON, SHEILA ANN &	06039019A	\$30.96	\$30.96											
RYE, DANNY L	06114051									\$5.25				
S & S PLUMBING	50101044		\$7.91	\$6.88										
S & S PLUMBING % SAMUE	248507	\$7.91												
SCOTT TURF COMPANY	50101911		\$2.82	\$2.02										
SMITH MICHAEL HUGH & C	50079799		\$3.01											
SMITH, MARVIN D & SMITH	06054094	\$31.44	\$31.44	\$31.44	\$31.44									
SMITH, MICHAEL HUGH & S	13389	\$3.31												
SMITH, MICHAEL HUGH & S	06036014	\$24.51												
SMITH, MICHAEL HUGH & S	06036010	\$3.29	\$3.64											
SMITH, MICHAEL HUGH & S	06015004		\$73.09											
SNYDER, DOROTHY L	06114092	\$20.37	\$20.37	\$20.37	\$20.37	\$20.69	\$20.69							
STARNES MARGARET H	50073018						\$2.01	\$2.12	\$2.16			\$3.20	\$3.52	
STARR TROY ALLEN	50090015						\$1.62	\$1.71	\$1.77					
STRAING GRACIE M	50082038		\$3.12	\$3.12		\$3.70	\$3.70	\$3.36	\$3.70			\$2.41		
STRAING, GRACIE M	2026048	\$3.12												
STRAING, GRACIE M	05033081	\$6.92	\$6.92	\$6.92	\$6.92	\$3.78	\$3.78	\$3.78	\$3.78					
STRAING, GRACIE M	05033080	\$20.46	\$20.46	\$20.46	\$20.54	\$29.20	\$29.20	\$29.20	\$29.20		\$20.58	\$20.58	\$20.58	\$4.38
TARLTON, AMANDA C	06054036	\$24.85	\$24.85											
TORRENCE MELVIN CONCR	50060184		\$8.10	\$7.04	\$6.12									

Name	Tax Map N	2011	2010	2009	2008	2007	2006	2005	2004	2003-A	2003	2002	2001	2000
TORRENCE MELVIN CONCR	200231240	\$8.10												
TORRENCE, MELVIN & TOR	05033045	\$7.45	\$7.45	\$7.45	\$7.45	\$3.78	\$3.78	\$3.78						
TORRENCE, REGINAL C/O	50070455						\$1.63							
TZMR RECORDS	2182257	\$2.75												
WADDELL, LONNIE J	05033071	\$6.88	\$6.88	\$6.88	\$6.88	\$3.78	\$3.78	\$3.78	\$3.78					
WADDELL, LONNIE J	05033070	\$19.16	\$19.16	\$19.16	\$19.21	\$27.15	\$27.15	\$27.15	\$27.15		\$19.51	\$19.51	\$19.51	\$19.51
WALLACE, ARTHUR J JR & S	05033111						\$41.20							
WAXHAW ALL TILE	50099231				\$6.88									
WAXHAW DEVELOPMENT	06057001	\$35.95	\$35.95	\$35.95										
WENDY GREENE AND ASSO	50093112						\$12.13	\$9.59						
WENTZ-BROWN, AMANDA	06039011A		\$32.40	\$32.40	\$32.40	\$13.32	\$13.32	\$13.32	\$13.32		\$7.95	\$7.95	\$7.95	\$7.95
WHITE, ERIC DARRYL	05033028	\$28.27	\$23.71	\$23.71	\$6.16									
WILLIAMS, RUTH & HUSBA	05033179	\$19.11	\$19.11	\$19.11	\$19.11	\$27.35	\$27.35	\$27.35	\$27.35		\$17.64	\$17.64		
WILLIS, GENE E JR	06114054				\$18.13									
WRIGHT, MICHAEL	50101167		\$3.17	\$2.75										
WRIGHT, MICHAEL JAMES	672472	\$4.29												
WRIGHT, MICHAEL JAMES	50105342		\$3.05											
Total		\$1,364.07	\$1,449.81	\$1,188.41	\$995.62	\$687.54	\$652.69	\$585.30	\$530.48	\$5.25	\$273.89	\$503.87	\$178.50	\$110.64

## **Town of Mineral Springs**

# **FINANCE REPORT FEBRUARY 2013**

Prepared for:

The Mineral Springs Town Council

By:

Frederick Becker III  
Finance Officer

**April 11, 2013**

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# Cash Flow Report FY2012 YTD

7/1/2012 Through 2/28/2013

3/27/2013

Page 1

Category Description	7/1/2012- 2/28/2013
<b>INCOME</b>	
Bank Post Errors	
Bank Post Error Occurrence	-0.60
TOTAL Bank Post Errors	-0.60
Dup Prop Tax	
Receipts	105.71
Refunds	-105.71
TOTAL Dup Prop Tax	0.00
Franchise	
Cable	2,405.00
Util	60,892.00
TOTAL Franchise	63,297.00
Interest Income	589.00
Other Inc	
Zoning	1,905.00
TOTAL Other Inc	1,905.00
Prop Tax 2012	
Receipts 2012	
Int	22.05
Tax	61,576.93
TOTAL Receipts 2012	61,598.98
TOTAL Prop Tax 2012	61,598.98
Prop Tax Prior Years	
Prop Tax 1999	
Receipts 1999	
Int	45.93
Tax	23.12
TOTAL Receipts 1999	69.05
TOTAL Prop Tax 1999	69.05
Prop Tax 2000	
Receipts 2000	
Int	71.83
Tax	43.20
TOTAL Receipts 2000	115.03
TOTAL Prop Tax 2000	115.03
Prop Tax 2001	
Receipts 2001	
Int	76.25
Tax	43.20
TOTAL Receipts 2001	119.45
TOTAL Prop Tax 2001	119.45
Prop Tax 2002	
Receipts 2002	
Int	419.48
Tax	156.74
TOTAL Receipts 2002	576.22
TOTAL Prop Tax 2002	576.22
Prop Tax 2003	
Annexation 2003	
Receipts 2003	



# Cash Flow Report FY2012 YTD

7/1/2012 Through 2/28/2013

3/27/2013

Page 2

Category Description	7/1/2012- 2/28/2013
Int	7.93
Tax	10.69
<b>TOTAL Receipts 2003</b>	<b>18.62</b>
<b>TOTAL Annexation 2003</b>	<b>18.62</b>
Receipts 2003	
Int	123.46
Tax	88.18
<b>TOTAL Receipts 2003</b>	<b>211.64</b>
<b>TOTAL Prop Tax 2003</b>	<b>230.26</b>
Prop Tax 2004	
Receipts 2004	
Int	164.72
Tax	135.97
<b>TOTAL Receipts 2004</b>	<b>300.69</b>
<b>TOTAL Prop Tax 2004</b>	<b>300.69</b>
Prop Tax 2005	
Receipts 2005	
Int	263.05
Tax	217.98
<b>TOTAL Receipts 2005</b>	<b>481.03</b>
<b>TOTAL Prop Tax 2005</b>	<b>481.03</b>
Prop Tax 2006	
Receipts 2006	
Int	288.24
Tax	257.05
<b>TOTAL Receipts 2006</b>	<b>545.29</b>
<b>TOTAL Prop Tax 2006</b>	<b>545.29</b>
Prop Tax 2007	
Receipts 2007	
Int	237.06
Tax	239.79
<b>TOTAL Receipts 2007</b>	<b>476.85</b>
Refunds 2007	
Int	-1.27
Tax	-15.81
<b>TOTAL Refunds 2007</b>	<b>-17.08</b>
<b>TOTAL Prop Tax 2007</b>	<b>459.77</b>
Prop Tax 2008	
Receipts 2008	
Int	225.82
Tax	347.77
<b>TOTAL Receipts 2008</b>	<b>573.59</b>
Refunds 2008	
Int	-7.99
Tax	-14.64
<b>TOTAL Refunds 2008</b>	<b>-22.63</b>
<b>TOTAL Prop Tax 2008</b>	<b>550.96</b>
Prop Tax 2009	
Receipts 2009	
Int	324.89
Tax	943.52

# Cash Flow Report FY2012 YTD

7/1/2012 Through 2/28/2013

3/27/2013

Page 3

Category Description	7/1/2012- 2/28/2013
TOTAL Receipts 2009	1,268.41
Refunds 2009	
Int	-1.02
Tax	-14.64
TOTAL Refunds 2009	-15.66
TOTAL Prop Tax 2009	1,252.75
Prop Tax 2010	
Receipts 2010	
Int	175.78
Tax	600.85
TOTAL Receipts 2010	776.63
Refunds 2010	
Int	-0.21
Tax	-14.64
TOTAL Refunds 2010	-14.85
TOTAL Prop Tax 2010	761.78
Prop Tax 2011	
Receipts 2011	
Int	202.96
Tax	897.32
TOTAL Receipts 2011	1,100.28
TOTAL Prop Tax 2011	1,100.28
TOTAL Prop Tax Prior Years	6,562.56
Sales Tax	
Cable TV	5,120.28
Natural Gas Excise	9.00
Refunds	4,748.05
Sales & Use Dist	9,037.46
telecommunications	1,556.00
TOTAL Sales Tax	20,470.79
Veh Tax	
Coll	
2003	-0.02
2006	-0.01
2007	-0.12
2009	-0.12
2010	-0.23
2011	-5.85
2012	-39.85
TOTAL Coll	-46.20
Int 2003	0.66
Int 2006	0.27
Int 2007	2.38
Int 2009	0.91
Int 2010	1.77
Int 2011	15.15
Int 2012	9.55
Tax 2003	0.83
Tax 2006	0.52
Tax 2007	5.40
Tax 2009	6.10

# Cash Flow Report FY2012 YTD

7/1/2012 Through 2/28/2013

3/27/2013

Page 4

Category Description	7/1/2012- 2/28/2013
Tax 2010	13.50
Tax 2011	365.73
Tax 2012	2,634.14
TOTAL Veh Tax	3,010.71
<b>TOTAL INCOME</b>	<b>157,433.44</b>
<b>EXPENSES</b>	
Uncategorized	0.00
Ads	414.42
Attorney	2,850.77
Audit	4,200.00
Capital Outlay	1,575.00
Beautification	8,760.70
Furniture	2,953.26
Office	1,796.98
TOTAL Capital Outlay	15,085.94
Community	
Greenway	1,499.89
Maint	3,764.57
TOTAL Community	5,264.46
Dues	4,530.00
Elections	522.50
Emp	
Benefits	
Dental	440.00
Fees	1.52
Life	369.60
NCLGERS	5,473.51
TOTAL Benefits	6,284.63
Bond	450.00
FICA	
Med	939.94
Soc Sec	4,019.07
TOTAL FICA	4,959.01
Payroll	940.60
Work Comp	692.98
TOTAL Emp	13,327.22
Fire Protection	8,691.00
Ins	3,648.61
Newsletter	
Post	268.18
Printing	370.01
TOTAL Newsletter	638.19
Office	
Bank	-16.70
Clerk	19,159.22
Council	4,800.00
Deputy Clerk	5,544.25
Equip	690.82
Finance Officer	18,563.72
Maint	

# Cash Flow Report FY2012 YTD

7/1/2012 Through 2/28/2013

3/27/2013

Page 5

Category Description	7/1/2012- 2/28/2013
Materials	1,021.48
Service	4,291.25
<b>TOTAL Maint</b>	<b>5,312.73</b>
Mayor	3,200.00
Misc	364.05
Post	740.80
Supplies	2,000.83
Tel	4,610.69
Util	2,688.75
<b>TOTAL Office</b>	<b>67,659.16</b>
Planning	
Administration	8,336.00
Salaries	8,210.96
<b>TOTAL Administration</b>	<b>16,546.96</b>
Misc	427.00
Ordinance Changes	275.00
<b>TOTAL Planning</b>	<b>17,248.96</b>
Street Lighting	1,102.93
Tax Coll	
Contract	924.00
Sal	1,040.00
<b>TOTAL Tax Coll</b>	<b>1,964.00</b>
Training	
Officials	875.00
Staff	158.50
<b>TOTAL Training</b>	<b>1,033.50</b>
Travel	1,756.34
<b>TOTAL EXPENSES</b>	<b>149,938.00</b>
<b>TRANSFERS</b>	
FROM Check Min Spgs	81,000.00
FROM MM Sav CitizensSouth	25,000.00
TO Check Min Spgs	-25,000.00
TO MM Sav CitizensSouth	-80,000.00
TO NCCMT_Cash	-1,000.00
TO Greenway Parking Capital Project Fund	-3,084.37
<b>TOTAL TRANSFERS</b>	<b>-3,084.37</b>
<b>OVERALL TOTAL</b>	<b>4,411.07</b>

## Account Balances History Report

(Includes unrealized gains)

As of 2/28/2013

3/27/2013

Page 1

Account	6/29/2012 Balance	6/30/2012 Balance	7/31/2012 Balance	8/31/2012 Balance	9/30/2012 Balance	10/31/2012 Balance	11/30/2012 Balance
<b>ASSETS</b>							
<b>Cash and Bank Accounts</b>							
Check Min Spgs	22,538.56	22,223.56	4,183.85	3,624.77	18,487.83	9,326.33	7,214.70
Estates at Soen Escrow	28,191.17	28,195.80	28,195.59	28,204.69	28,208.17	28,211.76	28,215.24
MM Sav CitizensSouth	384,924.88	385,003.98	385,085.73	370,156.36	400,217.71	390,285.64	390,349.81
MM Sav Min Spgs	10,524.67	10,524.67	10,550.29	10,551.19	10,552.06	10,552.96	10,553.83
NCCMT_Cash	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ag Bldg Capital Project Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWMTF Grant Project Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Cash and Bank Accounts</b>	<b>446,179.28</b>	<b>445,948.01</b>	<b>428,015.46</b>	<b>412,537.01</b>	<b>457,465.77</b>	<b>438,376.69</b>	<b>436,333.58</b>
<b>Other Assets</b>							
State Revenues Receivable	0.00	54,474.45	52,918.68	51,425.86	0.00	0.00	0.00
<b>TOTAL Other Assets</b>	<b>0.00</b>	<b>54,474.45</b>	<b>52,918.68</b>	<b>51,425.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>446,179.28</b>	<b>500,422.46</b>	<b>480,934.14</b>	<b>463,962.87</b>	<b>457,465.77</b>	<b>438,376.69</b>	<b>436,333.58</b>
<b>LIABILITIES</b>							
<b>Other Liabilities</b>							
Accounts Payable	0.00	1,295.50	294.00	0.00	0.00	0.00	0.00
Escrows	27,720.00	27,720.00	27,720.00	27,720.00	27,720.00	27,720.00	27,720.00
<b>TOTAL Other Liabilities</b>	<b>27,720.00</b>	<b>29,015.50</b>	<b>28,014.00</b>	<b>27,720.00</b>	<b>27,720.00</b>	<b>27,720.00</b>	<b>27,720.00</b>
<b>TOTAL LIABILITIES</b>	<b>27,720.00</b>	<b>29,015.50</b>	<b>28,014.00</b>	<b>27,720.00</b>	<b>27,720.00</b>	<b>27,720.00</b>	<b>27,720.00</b>
<b>OVERALL TOTAL</b>	<b>418,459.28</b>	<b>471,406.96</b>	<b>452,920.14</b>	<b>436,242.87</b>	<b>429,745.77</b>	<b>410,656.69</b>	<b>408,613.58</b>

## Account Balances History Report

(Includes unrealized gains)

As of 2/28/2013

3/27/2013

Page 2

Account	12/31/2012 Balance	1/31/2013 Balance	2/28/2013 Balance
<b>ASSETS</b>			
<b>Cash and Bank Accounts</b>			
Check Min Spgs	77,482.62	30,487.32	23,174.58
Estates at Soen Escrow	28,218.83	28,222.43	28,225.68
MM Sav CitizensSouth	390,416.12	440,488.74	440,556.33
MM Sav Min Spgs	10,554.73	10,555.63	10,556.44
NCCMT_Cash	0.00	0.00	1,000.00
Ag Bldg Capital Project Fund	0.00	0.00	0.00
CWMTF Grant Project Fund	0.00	0.00	0.00
<b>TOTAL Cash and Bank Accounts</b>	<b>506,672.30</b>	<b>509,754.12</b>	<b>503,513.03</b>
<b>Other Assets</b>			
State Revenues Receivable	0.00	0.00	0.00
<b>TOTAL Other Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>506,672.30</b>	<b>509,754.12</b>	<b>503,513.03</b>
<b>LIABILITIES</b>			
<b>Other Liabilities</b>			
Accounts Payable	0.00	0.00	0.00
Escrows	27,720.00	27,720.00	27,720.00
<b>TOTAL Other Liabilities</b>	<b>27,720.00</b>	<b>27,720.00</b>	<b>27,720.00</b>
<b>TOTAL LIABILITIES</b>	<b>27,720.00</b>	<b>27,720.00</b>	<b>27,720.00</b>
<b>OVERALL TOTAL</b>	<b>478,952.30</b>	<b>482,034.12</b>	<b>475,793.03</b>

Mineral Springs Budget Comparison 2012-2013

TOWN OF MINERAL SPRINGS									
BUDGET COMPARISON 2012-2013 (INCLUDES BUDGET AMENDMENT 2012-01)									
Appropriation dept	Budget	Unspent	Spent YTD	% of Budget	July	August	September	October	November
Advertising	\$ 1,800.00	\$ 1,385.58	\$ 414.42	23.0%	\$ -	\$ -	\$ -	\$ 114.42	\$ -
Attorney	\$ 9,600.00	\$ 6,749.23	\$ 2,850.77	29.7%	\$ 300.00	\$ 300.00	\$ 750.77	\$ 300.00	\$ 300.00
Audit	\$ 4,200.00	\$ -	\$ 4,200.00	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Community Projects	\$ 18,900.00	\$ 13,635.54	\$ 5,264.46	27.9%	\$ 102.58	\$ 45.71	\$ 473.06	\$ 225.00	\$ 875.00
Contingency	\$ 3,000.00	\$ 3,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Dues	\$ 4,525.00	\$ (5.00)	\$ 4,530.00	100.1%	\$ 1,037.00	\$ 2,978.00	\$ -	\$ -	\$ -
Elections	\$ 600.00	\$ 77.50	\$ 522.50	87.1%	\$ -	\$ 522.50	\$ -	\$ -	\$ -
Employee Overhead	\$ 22,900.00	\$ 9,572.78	\$ 13,327.22	58.2%	\$ 1,514.05	\$ 2,848.95	\$ 815.74	\$ 1,616.52	\$ 1,596.33
Fire Department	\$ 21,000.00	\$ 12,309.00	\$ 8,691.00	41.4%	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 4,500.00	\$ 851.39	\$ 3,648.61	81.1%	\$ 3,648.61	\$ -	\$ -	\$ -	\$ -
Newsletter	\$ 2,400.00	\$ 1,761.81	\$ 638.19	26.6%	\$ -	\$ -	\$ -	\$ 638.19	\$ -
Office	\$ 118,412.00	\$ 50,752.84	\$ 67,659.16	57.1%	\$ 9,526.59	\$ 9,443.21	\$ 7,528.50	\$ 8,096.18	\$ 7,626.46
Planning & Zoning	\$ 41,008.00	\$ 23,759.04	\$ 17,248.96	42.1%	\$ 2,328.62	\$ 2,270.04	\$ 1,955.30	\$ 2,084.00	\$ 2,084.00
Street Lighting	\$ 2,000.00	\$ 897.07	\$ 1,102.93	55.1%	\$ -	\$ 159.31	\$ 159.31	\$ 156.66	\$ 156.66
Tax Collection	\$ 2,800.00	\$ 836.00	\$ 1,964.00	70.1%	\$ 130.00	\$ 130.53	\$ 184.68	\$ 169.76	\$ 259.54
Training	\$ 3,000.00	\$ 1,966.50	\$ 1,033.50	34.5%	\$ 155.00	\$ -	\$ 750.00	\$ 125.00	\$ -
Travel	\$ 3,000.00	\$ 1,243.66	\$ 1,756.34	58.5%	\$ 962.74	\$ -	\$ 161.65	\$ 126.20	\$ 141.80
Capital Outlay	\$ 37,405.00	\$ 22,319.06	\$ 15,085.94	40.3%	\$ -	\$ -	\$ -	\$ 10,923.25	\$ 790.71
<b>Totals</b>	<b>\$ 301,050.00</b>	<b>\$ 151,112.00</b>	<b>\$ 149,938.00</b>	<b>49.8%</b>	<b>\$ 19,705.19</b>	<b>\$ 18,698.25</b>	<b>\$ 12,779.01</b>	<b>\$ 24,575.18</b>	<b>\$ 13,830.50</b>
<b>Off Budget:</b>									
Tax Refunds			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Interfund Transfers			\$ 3,084.37		\$ 435.00	\$ -	\$ -	\$ 622.75	\$ 277.12
<b>Total Off Budget:</b>			<b>\$ 3,084.37</b>		<b>\$ 435.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 622.75</b>	<b>\$ 277.12</b>

Mineral Springs Budget Comparison 2012-2013

Appropriation dept	December	January	February	March	April	May	June	June a/p
Advertising	\$ -	\$ -	\$ 300.00					
Attorney	\$ 300.00	\$ 300.00	\$ 300.00					
Audit	\$ 4,200.00	\$ -	\$ -					
Community Projects	\$ 732.00	\$ 1,917.88	\$ 893.23					
Contingency	\$ -	\$ -	\$ -					
Dues	\$ -	\$ 215.00	\$ 300.00					
Elections	\$ -	\$ -	\$ -					
Employee Overhead	\$ 1,498.11	\$ 1,831.54	\$ 1,605.98					
Fire Department	\$ -	\$ -	\$ 8,691.00					
Insurance	\$ -	\$ -	\$ -					
Newsletter	\$ -	\$ -	\$ -					
Office	\$ 7,656.53	\$ 9,396.90	\$ 8,384.79					
Planning & Zoning	\$ 2,084.00	\$ 2,084.00	\$ 2,359.00					
Street Lighting	\$ 156.66	\$ 156.66	\$ 157.67					
Tax Collection	\$ 433.68	\$ 409.16	\$ 246.65					
Training	\$ -	\$ 3.50	\$ -					
Travel	\$ -	\$ 92.79	\$ 271.16					
Capital Outlay	\$ 1,575.00	\$ 1,796.98						
	<b>\$ 18,635.98</b>	<b>\$ 18,204.41</b>	<b>\$ 23,509.48</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Off Budget:</b>								
Tax Refunds	\$ -	\$ -	\$ -					\$ -
Interfund Transfers	\$ 1,560.50	\$ 189.00	\$ -					\$ -
	<b>\$ 1,560.50</b>	<b>\$ 189.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



Mineral Springs Monthly Revenue Summary 2012-2013

TOWN OF MINERAL SPRINGS									
REVENUE SUMMARY 2012-2013									
Source	Budget	Receivable	Rec'd YTD	% of Budget	July	August	September	October	November
Property Tax - prior	\$ 2,400.00	\$ (4,162.56)	\$ 6,562.56	273.4%	\$ 1,416.21	\$ 214.26	\$ 490.33	\$ 875.57	\$ 502.96
Property Tax - 2012	\$ 61,950.00	\$ 351.02	\$ 61,598.98	99.4%	\$ -	\$ 35.11	\$ 3,645.09	\$ 2,650.82	\$ 8,635.71
Dupl. Property Tax	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Franchise Taxes: cable	\$ 2,400.00	\$ (5.00)	\$ 2,405.00	100.2%	\$ -	\$ 807.00	\$ -	\$ -	\$ 789.00
Franchise Taxes: utility	\$ 180,000.00	\$ 119,108.00	\$ 60,892.00	33.8%	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance Approp.	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Gross Receipts Tax	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 1,200.00	\$ 611.00	\$ 589.00	49.1%	\$ 87.16	\$ 75.63	\$ 65.70	\$ 72.42	\$ 68.52
Sales Tax	\$ 45,200.00	\$ 24,729.21	\$ 20,470.79	45.3%	\$ -	\$ 283.79	\$ 1,620.12	\$ 1,475.54	\$ 1,496.74
Vehicle Taxes	\$ 4,400.00	\$ 1,389.29	\$ 3,010.71	68.4%	\$ -	\$ 430.19	\$ 375.67	\$ 399.50	\$ 446.58
Zoning Fees	\$ 3,000.00	\$ 1,095.00	\$ 1,905.00	63.5%	\$ 150.00	\$ 175.00	\$ 85.00	\$ 660.00	\$ 125.00
Other	\$ 500.00	\$ 500.60	\$ (0.60)	-0.1%	\$ -	\$ -	\$ -		
<b>Totals</b>	<b>\$ 301,050.00</b>	<b>\$ 143,616.56</b>	<b>\$ 157,433.44</b>	<b>52.3%</b>	<b>\$ 1,653.37</b>	<b>\$ 2,020.98</b>	<b>\$ 6,281.91</b>	<b>\$ 6,133.85</b>	<b>\$ 12,064.51</b>
	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>June a/r</b>	
Property Tax - prior	\$ 617.90	\$ 707.02	\$ 1,738.31						
Property Tax - 2012	\$ 20,245.00	\$ 18,610.62	\$ 7,776.63						
Dupl. Property Tax	\$ -	\$ -	\$ -						
Franchise Taxes: cable	\$ -	\$ -	\$ 809.00						
Franchise Taxes: utility	\$ 60,892.00	\$ -	\$ -						
Fund Balance Approp.	\$ -	\$ -	\$ -						
Gross Receipts Tax	\$ -	\$ -	\$ -						
Interest	\$ 70.80	\$ 77.12	\$ 71.65						
Sales Tax	\$ 8,023.86	\$ 1,348.93	\$ 6,221.81						
Vehicle Taxes	\$ 475.64	\$ 481.54	\$ 401.59						
Zoning Fees	\$ 210.00	\$ 250.00	\$ 250.00						
Other	\$ -	\$ -	\$ (0.60)						
<b>Totals</b>	<b>\$ 90,535.20</b>	<b>\$ 21,475.23</b>	<b>\$ 17,268.39</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## February Cash Flow Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 1

Category Description	2/1/2013- 2/28/2013
<b>INCOME</b>	
Bank Post Errors	
Bank Post Error Occurrence	-0.60
TOTAL Bank Post Errors	-0.60
Franchise	
Cable	809.00
TOTAL Franchise	809.00
Interest Income	71.65
Other Inc	
Zoning	250.00
TOTAL Other Inc	250.00
Prop Tax 2012	
Receipts 2012	
Int	22.05
Tax	7,754.58
TOTAL Receipts 2012	7,776.63
TOTAL Prop Tax 2012	7,776.63
Prop Tax Prior Years	
Prop Tax 1999	
Receipts 1999	
Int	25.07
Tax	15.76
TOTAL Receipts 1999	40.83
TOTAL Prop Tax 1999	40.83
Prop Tax 2000	
Receipts 2000	
Int	58.67
Tax	39.95
TOTAL Receipts 2000	98.62
TOTAL Prop Tax 2000	98.62
Prop Tax 2001	
Receipts 2001	
Int	60.86
Tax	39.95
TOTAL Receipts 2001	100.81
TOTAL Prop Tax 2001	100.81
Prop Tax 2002	
Receipts 2002	
Int	56.46
Tax	39.95
TOTAL Receipts 2002	96.41
TOTAL Prop Tax 2002	96.41
Prop Tax 2003	
Annexation 2003	
Receipts 2003	
Int	0.98
Tax	1.14
TOTAL Receipts 2003	2.12
TOTAL Annexation 2003	2.12
Receipts 2003	

## February Cash Flow Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 2

Category Description	2/1/2013- 2/28/2013
Int	46.52
Tax	32.08
<b>TOTAL Receipts 2003</b>	<b>78.60</b>
<b>TOTAL Prop Tax 2003</b>	<b>80.72</b>
Prop Tax 2004	
Receipts 2004	
Int	30.53
Tax	43.20
<b>TOTAL Receipts 2004</b>	<b>73.73</b>
<b>TOTAL Prop Tax 2004</b>	<b>73.73</b>
Prop Tax 2005	
Receipts 2005	
Int	89.52
Tax	81.35
<b>TOTAL Receipts 2005</b>	<b>170.87</b>
<b>TOTAL Prop Tax 2005</b>	<b>170.87</b>
Prop Tax 2006	
Receipts 2006	
Int	88.33
Tax	67.61
<b>TOTAL Receipts 2006</b>	<b>155.94</b>
<b>TOTAL Prop Tax 2006</b>	<b>155.94</b>
Prop Tax 2007	
Receipts 2007	
Int	60.10
Tax	51.03
<b>TOTAL Receipts 2007</b>	<b>111.13</b>
<b>TOTAL Prop Tax 2007</b>	<b>111.13</b>
Prop Tax 2008	
Receipts 2008	
Int	99.52
Tax	123.30
<b>TOTAL Receipts 2008</b>	<b>222.82</b>
<b>TOTAL Prop Tax 2008</b>	<b>222.82</b>
Prop Tax 2009	
Receipts 2009	
Int	66.70
Tax	143.51
<b>TOTAL Receipts 2009</b>	<b>210.21</b>
<b>TOTAL Prop Tax 2009</b>	<b>210.21</b>
Prop Tax 2010	
Receipts 2010	
Int	39.29
Tax	109.12
<b>TOTAL Receipts 2010</b>	<b>148.41</b>
<b>TOTAL Prop Tax 2010</b>	<b>148.41</b>
Prop Tax 2011	
Receipts 2011	
Int	56.05
Tax	171.76
<b>TOTAL Receipts 2011</b>	<b>227.81</b>

## February Cash Flow Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 3

Category Description	2/1/2013- 2/28/2013
TOTAL Prop Tax 2011	227.81
TOTAL Prop Tax Prior Years	1,738.31
Sales Tax	
Refunds	4,748.05
Sales & Use Dist	1,473.76
TOTAL Sales Tax	6,221.81
Veh Tax	
Coll	
2006	0.00
2007	0.00
2009	0.00
2010	0.00
2011	-0.29
2012	-5.88
TOTAL Coll	-6.17
Int 2006	0.00
Int 2007	0.00
Int 2009	0.00
Int 2010	0.00
Int 2011	1.43
Int 2012	1.99
Tax 2006	0.00
Tax 2007	0.00
Tax 2009	0.00
Tax 2010	0.00
Tax 2011	17.15
Tax 2012	387.19
TOTAL Veh Tax	401.59
<b>TOTAL INCOME</b>	<b>17,268.39</b>
<b>EXPENSES</b>	
Uncategorized	0.00
Ads	300.00
Attorney	300.00
Community	
Greenway	662.14
Maint	231.09
TOTAL Community	893.23
Dues	300.00
Emp	
Benefits	
Dental	55.00
Life	46.20
NCLGERS	781.93
TOTAL Benefits	883.13
FICA	
Med	117.60
Soc Sec	502.86
TOTAL FICA	620.46
Payroll	99.45
Work Comp	2.94

## February Cash Flow Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 4

Category Description	2/1/2013- 2/28/2013
TOTAL Emp	1,605.98
Fire Protection	8,691.00
Office	
Bank	2.64
Clerk	2,413.00
Council	600.00
Deputy Clerk	555.75
Equip	192.14
Finance Officer	2,338.00
Maint	
Service	485.00
TOTAL Maint	485.00
Mayor	400.00
Supplies	171.02
Tel	479.60
Util	747.64
TOTAL Office	8,384.79
Planning	
Administration	2,084.00
Ordinance Changes	275.00
TOTAL Planning	2,359.00
Street Lighting	157.67
Tax Coll	
Contract	116.65
Sal	130.00
TOTAL Tax Coll	246.65
Travel	271.16
<b>TOTAL EXPENSES</b>	<b>23,509.48</b>
<b>TRANSFERS</b>	
FROM Check Min Spgs	1,000.00
TO NCCMT_Cash	-1,000.00
<b>TOTAL TRANSFERS</b>	<b>0.00</b>
<b>OVERALL TOTAL</b>	<b>-6,241.09</b>

# Register Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 1

Date	Num	Description	Memo	Category	Amount
<b>BALANCE 1/31/2013</b>					<b>30,487.32</b>
2/1/2013	EFT	...NC State Treasurer	1/13 LGERS contribution	Office:Clerk	-144.78
			1/13 LGERS contribution	Office:Finance Officer	-140.28
			1/13 LGERS contribution	Planning:Administration	-125.04
2/8/2013	EFT	...Debit Card (Office M...)	1/13 employer contribu...	Emp:Benefits:NCLGERS	-781.93
			Labels	Office:Supplies	-23.67
			Printer-Vicky	Office:Equip	-192.14
2/12/2013	DEP	... Deposit		Prop Tax Prior Years:Prop Tax 2011:Re...	72.91
				Prop Tax Prior Years:Prop Tax 2011:Re...	19.26
				Prop Tax Prior Years:Prop Tax 2010:Re...	24.14
				Prop Tax Prior Years:Prop Tax 2010:Re...	70.21
				Prop Tax Prior Years:Prop Tax 2009:Re...	31.62
				Prop Tax Prior Years:Prop Tax 2009:Re...	70.21
				Prop Tax Prior Years:Prop Tax 2008:Re...	48.58
				Prop Tax Prior Years:Prop Tax 2008:Re...	70.21
				Prop Tax Prior Years:Prop Tax 2007:Re...	43.88
				Prop Tax Prior Years:Prop Tax 2007:Re...	41.97
				Prop Tax Prior Years:Prop Tax 2006:Re...	60.58
				Prop Tax Prior Years:Prop Tax 2006:Re...	41.97
				Prop Tax Prior Years:Prop Tax 2005:Re...	69.34
				Prop Tax Prior Years:Prop Tax 2005:Re...	59.49
				Prop Tax Prior Years:Prop Tax 2004:Re...	30.53
				Prop Tax Prior Years:Prop Tax 2004:Re...	43.20
				Prop Tax Prior Years:Prop Tax 2003:An...	0.98
				Prop Tax Prior Years:Prop Tax 2003:An...	1.14
				Prop Tax Prior Years:Prop Tax 2003:Re...	46.52
				Prop Tax Prior Years:Prop Tax 2003:Re...	32.08
				Prop Tax Prior Years:Prop Tax 2002:Re...	56.46
				Prop Tax Prior Years:Prop Tax 2002:Re...	39.95
				Prop Tax Prior Years:Prop Tax 2001:Re...	60.86
				Prop Tax Prior Years:Prop Tax 2001:Re...	39.95
				Prop Tax Prior Years:Prop Tax 2000:Re...	58.67
				Prop Tax Prior Years:Prop Tax 2000:Re...	39.95
				Prop Tax Prior Years:Prop Tax 1999:Re...	25.07
				Prop Tax Prior Years:Prop Tax 1999:Re...	15.76
2/14/2013	3912	Verizon Wireless	221474588-00001 (FY...	Office:Tel	-89.60
2/14/2013	3913	Jan-Pro Cleaning Sy...	I/N 16876 2/13 (FY2012)	Office:Maint:Service	-195.00
2/14/2013	3914	Weed Wrench Com...	I/N 3754 weed wrench...	Community:Greenway	-329.00
2/14/2013	3915	Union County Public...	84361*00 (FY2012)	Office:Util	-15.67
2/14/2013	3916	Duke Power	1618851260 Christma...	Community:Maint	-231.09
2/14/2013	3917	NC Interlocal Risk M...	Cust #587 Audit Inv #I...	Emp:Work Comp	-2.94
2/14/2013	3918	Clark, Griffin & McC...	I/N 3857 2/13 (FY2012)	Attorney	-300.00
2/14/2013	3919	Taylor & Sons Mowi...	I/N 1808 2/13 (FY2012)	Office:Maint:Service	-290.00
2/14/2013	EFT	... Union County		Prop Tax 2012:Receipts 2012:Tax	7,078.04
				Prop Tax 2012:Receipts 2012:Int	22.05
				Tax Coll:Contract	-106.50
				Prop Tax 2012:Receipts 2012:Tax	676.54
				Tax Coll:Contract	-10.15
				Veh Tax:Tax 2012	387.19
				Veh Tax:Coll:2012	-5.88
				Veh Tax:Int 2012	1.99

# Register Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 2

Date	Num	Description	Memo	Category	Amount
				Veh Tax:Tax 2011	17.15
				Veh Tax:Coll:2011	-0.29
				Veh Tax:Int 2011	1.43
				Veh Tax:Tax 2010	0.00
				Veh Tax:Int 2010	0.00
				Veh Tax:Coll:2010	0.00
				Veh Tax:Tax 2009	0.00
				Veh Tax:Coll:2009	0.00
				Veh Tax:Int 2009	0.00
				Veh Tax:Tax 2007	0.00
				Veh Tax:Coll:2007	0.00
				Veh Tax:Int 2007	0.00
				Veh Tax:Tax 2006	0.00
				Veh Tax:Coll:2006	0.00
				Veh Tax:Int 2006	0.00
2/15/2013	EFT	NC Department of R... 12/12 (FY2012)		Sales Tax:Sales & Use Dist	1,473.76
2/15/2013	3920	Mineral Springs Vol... Trail Rescue Vehicle - ...		Fire Protection	-8,691.00
2/15/2013	3921	N-Focus Planning & ...Conditional District Zo...		Planning:Ordinance Changes	-275.00
2/17/2013	EFT	Debit Card (Cracker ...Zoning Officials Conf I...		Travel	-15.43
2/18/2013	EFT	Debit Card (Lowe's) Horse/Hiker Sign Post...		Community:Greenway	-22.81
2/18/2013	EFT	Debit Card (TrailCa... Security Camera (FY2...		Community:Greenway	-269.95
2/18/2013	EFT	Debit Card (Texas L... NCAZO Conference di...		Travel	-26.90
2/19/2013	3922	...Municipal Insurance ...		Emp:Benefits:Life	-46.20
				Emp:Benefits:Dental	-55.00
2/19/2013	3923	Charlotte Steeplech... Race Program Ad 201...		Ads	-300.00
2/19/2013	3924	Duke Power 1803784140 (FY2012)		Office:Util	-132.21
2/19/2013	3925	Duke Power 1819573779 (Ols Scho...		Office:Util	-22.06
2/19/2013	3926	Duke Power 2035221941 (FY2012)		Street Lighting	-157.67
2/19/2013	3927	The NCCMT: Cash ... Transfer to new accou...		[NCCMT_Cash]	-1,000.00
2/21/2013	EFT	Debit Card (Embass... NCAZO Free Lodging ...		Travel	-3.00
2/25/2013	EFT	Debit Card (OfficeM... Binding supplies, pictu...		Office:Supplies	-91.87
2/25/2013	EFT	Debit Card (WalMart) 9-volt batteries (FY2012)		Office:Supplies	-12.78
2/25/2013	EFT	Debit Card (Subway) Food - Zoning Training...		Office:Supplies	-42.70
2/25/2013	EFT	Debit Card (PayPal) Security Camera SD c...		Community:Greenway	-27.58
2/25/2013	EFT	Debit Card (CVS) Security Camera Batte...		Community:Greenway	-12.80
2/27/2013	DEP ...	Deposit		Prop Tax Prior Years:Prop Tax 2011:Re...	28.65
				Prop Tax Prior Years:Prop Tax 2011:Re...	69.87
				Prop Tax Prior Years:Prop Tax 2010:Re...	15.15
				Prop Tax Prior Years:Prop Tax 2010:Re...	38.91
				Prop Tax Prior Years:Prop Tax 2009:Re...	30.68
				Prop Tax Prior Years:Prop Tax 2009:Re...	67.02
				Prop Tax Prior Years:Prop Tax 2008:Re...	29.52
				Prop Tax Prior Years:Prop Tax 2008:Re...	24.11
				Prop Tax Prior Years:Prop Tax 2007:Re...	8.43
				Prop Tax Prior Years:Prop Tax 2007:Re...	5.28
2/27/2013	DEP ...	Deposit	2009	Sales Tax:Refunds	4,748.05
			12/31/12	Franchise:Cable	809.00
				Other Inc:Zoning	250.00
2/27/2013	EFT	...Advantage Payroll	Salary 2/13	Office:Clerk	-2,268.22
			Supplement 2/13	Office:Clerk	0.00
			Hours 2/13	Office:Deputy Clerk	-555.75
			Salary 2/13	Office:Finance Officer	-2,197.72

# Register Report

2/1/2013 Through 2/28/2013

3/27/2013

Page 3

Date	Num	Description	Memo	Category	Amount
			Salary 2/13	Office:Mayor	-400.00
			Salary 2/13	Office:Council	-600.00
			Salary 2/13	Planning:Administration	-1,958.96
			Salary 2/13	Tax Coll:Sal	-130.00
				Emp:FICA:Soc Sec	-502.86
				Emp:FICA:Med	-117.60
				Emp:Payroll	-99.45
2/27/2013	EFT	American Communit...	Deposit #470 2/27/13 (...	Bank Post Errors:Bank Post Error Occur...	-0.60
2/28/2013	DEP	... Deposit		Prop Tax Prior Years:Prop Tax 2011:Re...	8.14
				Prop Tax Prior Years:Prop Tax 2011:Re...	28.98
				Prop Tax Prior Years:Prop Tax 2010:Re...	0.00
				Prop Tax Prior Years:Prop Tax 2010:Re...	0.00
				Prop Tax Prior Years:Prop Tax 2009:Re...	4.40
				Prop Tax Prior Years:Prop Tax 2009:Re...	6.28
				Prop Tax Prior Years:Prop Tax 2008:Re...	21.42
				Prop Tax Prior Years:Prop Tax 2008:Re...	28.98
				Prop Tax Prior Years:Prop Tax 2007:Re...	7.79
				Prop Tax Prior Years:Prop Tax 2007:Re...	3.78
				Prop Tax Prior Years:Prop Tax 2006:Re...	27.75
				Prop Tax Prior Years:Prop Tax 2006:Re...	25.64
				Prop Tax Prior Years:Prop Tax 2005:Re...	20.18
				Prop Tax Prior Years:Prop Tax 2005:Re...	21.86
2/28/2013	3928	Vicky A Brooks	Mileage: 10/2/12 - 2/25...	Travel	-126.77
2/28/2013	3929	Union County Cham...	Membership dues I/N ...	Dues	-300.00
2/28/2013	3930	Verizon Wireless	221474588-00001 (FY...	Office:Tel	-90.94
2/28/2013	3931	Heritage Propane	513970 217.7 gal. (FY...	Office:Util	-577.70
2/28/2013	3932	Windstream	061348611 (FY2012)	Office:Tel	-236.99
2/28/2013	3933	Windstream	061345970 (FY2012)	Office:Tel	-62.07
2/28/2013	3934	Frederick Becker III	1/13 - 2/13 reimburse...	Travel	-99.06
2/28/2013	EFT	American Communit...	Service Charge Refun...	Office:Bank	22.68
2/28/2013	EFT	American Communit...	Service Charge 2/13 (...	Office:Bank	-25.32
<b>TOTAL 2/1/2013 - 2/28/2013</b>					<b>-7,312.74</b>

<b>BALANCE 2/28/2013</b>	<b>23,174.58</b>
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<b>TOTAL INFLOWS</b>	<b>17,226.19</b>
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<b>TOTAL OUTFLOWS</b>	<b>-24,538.93</b>
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<b>NET TOTAL</b>	<b>-7,312.74</b>
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February 2013  
Revenue Details

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# NC Sales and Use Distribution

December 2012 Collections

Summary

February 12, 2013

		ARTICLE 39	ARTICLE 40	ARTICLE 42	ARTICLE 43	ARTICLE 44	ARTICLE 45	ARTICLE 46	CITY HH	TOTAL
UNION	(Ad Valorem)	\$ 1,084,567.12	\$ 819,847.57	\$ 578,382.37	\$ -	\$ 2,099.56	\$ -	\$ -	(\$ 186,436.82)	\$ 2,298,459.80
	FAIRVIEW	\$ 591.22	\$ 446.92	\$ 315.29	\$ -	\$ 1.14	\$ -	\$ -	\$ 456.74	\$ 1,811.31
	HEMBY BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	INDIAN TRAIL	\$ 33,690.85	\$ 25,467.63	\$ 17,966.79	\$ -	\$ 65.22	\$ -	\$ -	\$ 26,026.62	\$ 103,217.11
	LAKE PARK	\$ 4,126.35	\$ 3,119.20	\$ 2,200.52	\$ -	\$ 7.99	\$ -	\$ -	\$ 3,187.66	\$ 12,641.72
	MARSHVILLE	\$ 4,806.54	\$ 3,633.37	\$ 2,563.25	\$ -	\$ 9.30	\$ -	\$ -	\$ 3,713.15	\$ 14,725.61
	MARVIN	\$ 3,568.14	\$ 2,697.24	\$ 1,902.83	\$ -	\$ 6.91	\$ -	\$ -	\$ 2,756.46	\$ 10,931.58
	MINERAL SPRINGS	\$ 481.04	\$ 363.63	\$ 256.53	\$ -	\$ 0.93	\$ -	\$ -	\$ 371.63	\$ 1,473.76
	MINT HILL *	\$ 37.52	\$ 28.36	\$ 20.01	\$ -	\$ 0.07	\$ -	\$ -	\$ 28.99	\$ 114.95
	MONROE	\$ 131,196.30	\$ 99,174.10	\$ 69,964.90	\$ -	\$ 253.98	\$ -	\$ -	\$ 101,350.89	\$ 401,940.17
	STALLINGS *	\$ 23,312.46	\$ 17,622.39	\$ 12,432.16	\$ -	\$ 45.13	\$ -	\$ -	\$ 18,009.21	\$ 71,421.35
	UNIONVILLE	\$ 700.87	\$ 529.81	\$ 373.76	\$ -	\$ 1.36	\$ -	\$ -	\$ 541.46	\$ 2,147.26
	WAXHAW	\$ 30,149.22	\$ 22,790.44	\$ 16,078.10	\$ -	\$ 58.36	\$ -	\$ -	\$ 23,290.68	\$ 92,366.80
	WEDDINGTON *	\$ 4,113.62	\$ 3,109.57	\$ 2,193.73	\$ -	\$ 7.96	\$ -	\$ -	\$ 3,177.83	\$ 12,602.71
	WESLEY CHAPEL	\$ 1,051.44	\$ 794.81	\$ 560.72	\$ -	\$ 2.04	\$ -	\$ -	\$ 812.28	\$ 3,221.29
	WINGATE	\$ 3,512.19	\$ 2,654.94	\$ 1,872.99	\$ -	\$ 6.80	\$ -	\$ -	\$ 2,713.22	\$ 10,760.14

# Nonprofit and Governmental Entity Claim for Refund State and County Sales and Use Taxes

North Carolina Department of Revenue

**Complete all of the information in this section.**

<b>Legal Name</b> (First 32 Characters) (USE CAPITAL LETTERS FOR YOUR NAME AND ADDRESS)				<b>Account ID</b>
TOWN OF MINERAL SPRINGS				
<b>Mailing Address</b>				<b>Federal Employer ID Number</b>
PO BOX 600				562164326
<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>County</b>	<b>Period Beginning</b> (MM-DD-YY)
MINERAL SPRINGS	NC	28108	UNION	07-01-08
<b>Name of Person We Should Contact if We Have Questions About This Claim</b>			<b>Contact Telephone</b>	<b>Period Ending</b> (MM-DD-YY)
RICK BECKER, FINANCE OFFICER			(704) 843-5870	06-30-09
Fill in the circle that describes your organization. <input type="radio"/> <b>Nonprofit entity as defined in G.S. 105-164.14(b)</b> (Semiannually) <input checked="" type="radio"/> <b>Governmental entity as defined in G.S. 105-164.14(c)</b> (Annually)				<b>National Taxonomy of Exempt Entities Number</b> ▶ (Nonprofit Entity Only)

**1. Name of Taxing County**  
(If more than one county, see instructions on reverse and attach Form E-536R)

	State	County
<b>2. Total Purchases of Tangible Personal Property for Use on Which North Carolina State or County Sales or Use Tax Has Been Paid Directly to Retailers</b> (Do not include tax paid, purchases for resale, or items described in Line 3) ▶	37979.09	38108.63
<b>3. Amount of Sales and Use Tax Paid Directly to Retailers on Purchases for Use</b> ▶ (Do not include tax paid on any of the following: - electricity, piped natural gas, or telecommunications and ancillary services - the purchase, lease, or rental of motor vehicles - local occupancy or local prepared food and beverage taxes - scrap tire disposal or white goods disposal taxes - reimbursements to employees or individuals - alcoholic beverages)	1697.30	874.99
<b>4. Amount of Sales and Use Tax Paid Indirectly on Building Materials and Supplies as Shown on Contractors' Statements</b> ▶	1407.01	768.75
<b>5. Amount of Use Tax Paid Directly to the Department of Revenue by Your Organization</b> (Do not include tax collected and remitted on sales made by your organization) ▶	0.00	0.00
<b>6. Total Tax</b> (Add Lines 3, 4, and 5. County tax must be identified by rate on Line 8)	3104.31	1643.74
<b>7. Total Refund Requested</b> (Add State and county tax on Line 6) <span style="float: right;">\$</span>	4748.05	

**8. Allocation of County Tax on Line 6** (Enter the county tax paid at each applicable rate. If you paid more than one county's tax, see the instructions on reverse and attach Form E-536R)

	Food 2% Tax	County 2.25% Tax	County 2.5% Tax	County 2.75% Tax	Mecklenburg Transit 0.5% Tax
▶	2.60	1540.68	21.58		78.88

**Signature:** \_\_\_\_\_ **Date:** 12-17-12

I certify that, to the best of my knowledge, this claim is accurate and complete.

**Title:** FREDERICK BECKER III, FINANCE OFFICER **Telephone:** (704) 843-5870

**MAIL TO:** NC Department of Revenue, P.O. Box 25000, Raleigh, NC 27640-0001

**For Departmental Use Only**

Refund Approved:	<b>State Tax</b>	<b>County Tax</b>	<b>Total Tax</b>
<input type="radio"/> As Filed	□□□□□□□□□□	□□□□□□□□□□	□□□□□□□□□□
<input type="radio"/> As Corrected	□□□□□□□□□□	□□□□□□□□□□	□□□□□□□□□□
	<b>By:</b> _____	<b>Date:</b> _____	

THIS MULTI TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

2 0 0 9

SALES AND USE TAX REFUND

B01420711

6302944002038

DATE 02/12/2013

CHECK NO. 0801420711

66-1059  
531

PAY: FOUR THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 05/100 DOLLARS

DEPARTMENT OF REVENUE

TO THE ORDER OF:

TOWN OF MINERAL SPRINGS

AMOUNT

PO BOX 600  
MINERAL SPRINGS NC 28108-0600

\$\*\*\*\*\*4,748.05

Treasurer, Raleigh, North Carolina  
able at Par Through Federal Reserve System

*Elizabeth W. Colcora*

This Check Should be Cashed Within Six Months

⑈01420711⑈ ⑆053110594⑆ 7⑈000⑈068⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

DATE 1/31/13  
 TIME 11:34:30  
 USER PHH

UNION COUNTY

COLLECTIONS BY RCD/REV UNIT/YR-DATE RANGE  
 DEPOSIT DATE RANGE: 1/01/2013 THRU 1/31/2013  
 REPORT GROUP: 100 REAL AND PERSONAL  
 REVENUE UNIT: 990 TOWN OF MINERAL SPRINGS

PAGE 26  
 PROG# CL2138

YEAR	TAXES, ASSESSMENTS & MISC. CHARGES	LATE LIST	INTEREST STATE INTEREST (NOT INT3)	INTEREST STATE INTEREST (INT3)	TOTAL COLLECTED	COMMISSION	NET OF COMMISSION & STATE INTEREST
2012	7,076.38	1.66	22.05		7,100.09	106.50	6,993.59
TOTAL	7,076.38	1.66	22.05		7,100.09	106.50	6,993.59

YEAR	TAXES, ASSESSMENTS & MISC. CHARGES	LATE LIST	INTEREST STATE INTEREST (NOT INT3)	INTEREST STATE INTEREST (INT3) TOTAL COLLECTED	COMMISSION	NET OF COMMISSION & STATE INTEREST
2012	676.54			676.54	10.15	666.39
TOTAL	676.54			676.54	10.15	666.39



DATE 1/31/13  
 TIME 11:34:30  
 USER PHH

UNION COUNTY

COLLECTIONS BY RCOD/REV UNIT/YR-DATE RANGE  
 DEPOSIT DATE RANGE: 1/01/2013 THRU 1/31/2013  
 REPORT GROUP: 200 REGISTERED VEHICLE  
 REVENUE UNIT: 990 TOWN OF MINERAL SPRINGS

PAGE 60  
 PROG# CL2138

YEAR	TAXES, ASSESSMENTS & MISC. CHARGES	LATE LIST	INTEREST STATE INTEREST (NOT INT3)	INTEREST STATE INTEREST (INT3)	TOTAL COLLECTED	COMMISSION	NET OF COMMISSION & STATE INTEREST
2011	17.15		1.43	.45	19.03	.29	18.29
2012	387.19		1.99	2.53	391.71	5.88	383.30
TOTAL	404.34		3.42	2.98	410.74	6.17	401.59



7800 Crescent Executive Dr  
Charlotte, NC 28217

February 15, 2013

Town of Mineral Springs  
P.O. Box 600  
Mineral Springs, NC 28108-0600

734-Town of Mineral Springs

The following is a breakdown of gross revenues for the quarter ending  
December 30, 2012

<b>FRANCHISE FEES</b>	
<b>4th Quarter, 2012</b>	
October, 2012	\$6,116
November, 2012	\$5,434
December, 2012	\$4,618
<b>TOTAL REVENUE:</b>	<b>\$16,168</b>
Franchise Fee %:	5.00%
<b>TOTAL FEE REMITTED:</b>	<b>\$809</b>

Any Questions related to this payment can be directed to:

Email address - [TWC.TASRoyalties@TWCable.com](mailto:TWC.TASRoyalties@TWCable.com) (Please include "Franchise Fees" in the Subject Line)

Phone number 1-866-892-8923

Thanks!

Check Date: Jan/29/2013

Vendor Number: 0000032211

Check No. 0003764910

Payment Handling: TS

Invoice Number	Invoice Date	Business Unit	Voucher ID	Gross Amount	Discount Taken	Paid Amount
Q41242734 PRIORITY-Return to KE-TAS	Dec/30/2012	14700	00581131	809.00	0.00	809.00

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
0003764910	Jan/29/2013	\$809.00	\$0.00	\$809.00

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND



TIME WARNER CABLE  
 SHARED SERVICE CENTER  
 7800 CRESCENT EXECUTIVE DRIVE  
 CHARLOTTE, NC 28217  
 1-866-892-8923

THE BANK OF NEW YORK MELLON  
 Pittsburgh, PA  
 60-160/433

0003764910

Date Jan/29/2013

Pay Amount \$809.00\*\*\*

Pay \*\*\*\*\*EIGHT HUNDRED AND NINE AND XX / 100 DOLLAR\*\*\*\*\*

NOT VALID AFTER 180 DAYS

To The Order Of TOWN OF MINERAL SPRINGS  
 PO BOX 600  
 MINERAL SPRINGS, NC 28108-0600

*William F. Osborn, Jr.*  
*Rh. Martin*

SUPER SAFETY ANTI-FRAUD PROTECTION

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

0003764910 043301601 008 5083

# MEMO

**To:** Mineral Springs Town Council  
**From:** Rick Becker  
**Date:** April 1, 2013  
**Subject:** Budget Amendment to Increase the “Dues” Department

It has come to my attention that we will come up \$5.00 short in the “Dues” department this fiscal year. The adopted budget for FY2012-13 appropriates \$4,525 for “Dues”, and we will be obligated for \$4,530.

I normally recommend adopting budget amendments in “round” numbers, so I would recommend adopting Ordinance O-2012-02 (next page) which transfers \$100 from “Contingency” to “Dues”, resulting in a new appropriation of \$4,625 for “Dues” and of \$2,900 for “Contingency”.

STATE OF NORTH CAROLINA  
TOWN OF MINERAL SPRINGS

**AN ORDINANCE AMENDING THE BUDGET OF  
THE TOWN OF MINERAL SPRINGS  
FOR THE FISCAL YEAR 2012-2013  
O-2012-02**

**WHEREAS**, NC G.S. 159-15 authorizes a municipal governing board to amend the annual budget ordinance at any time after the ordinance's adoption;

**NOW, THEREFORE BE IT ORDAINED** by the Council of the Town of Mineral Springs, North Carolina, the following:

SECTION 1. **Appropriations and Amounts.** Amendment #2012-01:

<u><b>INCREASE</b></u>		<u><b>DECREASE</b></u>	
Dues	\$ <u>100</u>	Contingency	\$ <u>100</u>
<b>Total</b>	<b>\$<u>100</u></b>	<b>Total</b>	<b>\$<u>100</u></b>

SECTION 2. **Effective Date.** This ordinance is effective upon adoption.

**ADOPTED** this 11th day of April, 2013. Witness my hand and official seal:

\_\_\_\_\_  
Frederick Becker III, Mayor

Attest:

\_\_\_\_\_  
Vicky A. Brooks, Clerk

# MEMO

**To:** Mineral Springs Town Council  
**From:** Rick Becker, Finance Officer  
**Date:** April 2, 2013  
**Subject:** Renewal of Urban Forester Contract with Union County

As you know, we have been participating in an interlocal agreement with Union County governing the Urban Forester position. As a participating municipality, we are entitled to “preferred” services and consultations from the county’s urban forester. Mineral Springs’ pro-rated annual cost of participation has been \$595.85 for the past several years. We have found sharing this essential position with the county to be extremely beneficial and cost-effective.

On May 11, 2012, the county’s urban forester, David Grant, notified the town by email that he was leaving his position, effective immediately. I contacted the county manager, who informed me that Union County was working to fill the urban forester position as soon as possible.

Several situations arose where a consultation with the urban forester would have been extremely helpful to the town, but it wasn’t until December 10, 2012 that Clerk/Planning Director Vicky Brooks received a letter from William L. (Bill) Smith introducing himself as the new Union County Urban Forester. Vicky and I met with Bill shortly thereafter, and found him to be an excellent choice for the position.

On February 25, 2013, the town received a bill for \$595.85 from Union County for the town’s share of the urban forester’s services for FY2012-13. Since we had been without the services of the urban forester for nearly seven months during FY2011-12 and FY2012-13, I inquired of the county manager why the bill was not pro-rated (emails attached). The county manager informed me that the contract did not allow for “refunds”, and that the bill would not be pro-rated. Therefore, I paid the bill in full on March 25, 2013.

On March 29, 2013, I received a notice (attached) from Andrea Robinson in the county finance department that the Mineral Springs share of the urban forester agreement would be \$998.92 for FY 2013-14, a 67.6% increase. Again, I contacted the county manager, asking her for clarification of the cost increase and suggesting that the contract be modified to protect the town financially in the event there was another long vacancy in the urban forester position (emails attached). Ms. Coto explained that the county’s costs had increased, and informed me that she was not willing to suggest such a contract modification.

Mineral Springs must inform Union County by April 30, 2013, if it wishes to terminate its agreement with Union County for Urban Forester services. On one hand, I am not satisfied with Union County’s positions on its contractual relationship with the town; on the other hand, Urban Forester services are extremely valuable to the town, particularly in light of our deep commitment to responsible tree management and preservation. If we sought a consulting forester to provide on an hourly basis the services we receive from the county forester, the \$998.92 cost of the county’s contract would not go very far. Therefore, I recommend – reluctantly – that the town allow its urban forester contract with Union County to “self-renew” for at least one more year. The final decision on that recommendation, of course, rests with Council.

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**Subject:** RE: Urban Forester contract

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**From:** Cindy Coto (cindy.coto@co.union.nc.us)

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**To:** msncmayor@yahoo.com;

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**Cc:** jyates@co.union.nc.us;

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**Date:** Monday, March 11, 2013 12:09 PM

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Mayor,

In reviewing the agreement does not provide any express provision for reimbursement in the event of a vacancy in the urban forester position. In fact, Section 3 of the agreement (as modified by an amendment) refers to the contributions as “annual, nonrefundable amounts.

Although it is unfortunate that the position was vacant a portion of the year, the County will not be prorating the present annual rate.

Thank you for your inquiry.

Cindy

**Cynthia A. Coto, ICMA-CM**

Union County Manager

500 N. Main Street

Monroe, NC 28112

704-292-3636

704-296-7591 (Cell)

704-283-3793 (Fax)

Cindy.Coto@co.union.nc.us

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**From:** Mayor Rick Becker [mailto:msncmayor@yahoo.com]  
**Sent:** Friday, March 08, 2013 9:51 AM  
**To:** Cindy Coto  
**Subject:** Re: Urban Forester contract

Thank you, Cindy.

I did speak on the phone with Andrea yesterday, and emphasized that I wasn't complaining, just inquiring!

-Rick Becker  
Mayor

Town of Mineral Springs  
PO Box 600  
Mineral Springs, NC 28108  
(704) 843-5870 home  
(704) 243-0506 fax  
[www.mineralspringsnc.com](http://www.mineralspringsnc.com)

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**From:** Cindy Coto <cindy.coto@co.union.nc.us>  
**To:** Mayor Rick Becker <msncmayor@yahoo.com>  
**Sent:** Friday, March 8, 2013 7:35 AM  
**Subject:** Re: Urban Forester contract

We are researching and will advise

*Sent from my Verizon Wireless 4G LTE DROID*

Mayor Rick Becker <[msncmayor@yahoo.com](mailto:msncmayor@yahoo.com)> wrote:

Cindy,

We recently received our invoice from Andrea Robinson in Finance in the amount of \$595.85 for our participation in the Urban Forester interlocal agreement.

Although the cost of our participation is quite small and we consider it very reasonable for the benefit provided, it doesn't appear that the contract price has been pro-rated for the time that the Urban Forester position was vacant and the services of an Urban Forester were unavailable. The previous Urban Forester, Mr. Grant, actually left his position on or about May 11, 2012 (during FY 2011-12), and we didn't hear of the appointment of the current Forester, Mr. Smith, until December 10, 2012. It would appear that Urban Forester services were unavailable to the contract participants for approximately 7 months.

Should the contract pricing be pro-rated to include only the time the position was filled? In our case, the monetary difference is rather small, but still, as finance officer, I am accountable to my board and must



ensure that all billings are correct.

By the way, our planning director and I had the pleasure of meeting Mr. Bill Smith fairly recently, and are very thankful to Mr. Melton and the county staff for finding such an excellent forester to fill the position!

Please let me know how to proceed on the billing.

Thank you,

-Rick Becker  
Mayor/Finance Officer

Town of Mineral Springs  
PO Box 600  
Mineral Springs, NC 28108  
(704) 843-5870 home  
(704) 243-0506 fax  
[www.mineralspringsnc.com](http://www.mineralspringsnc.com)



## UNION COUNTY FINANCE DEPARTMENT

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500 NORTH MAIN STREET, SUITE 709, MONROE, N.C. 28112  
PHONE: (704) 283-3813 FAX: (704) 225-0664

### **MEMORANDUM**

TO: Town of Mineral Springs

FROM: Union County Finance Department

DATE: March 29, 2013

RE: Contract Urban Forester Cost for FY2014

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The estimated cost has been established for fiscal year 2013-14 for the Union County Urban Forester position which provides urban forester services to your municipality. The amount of \$998.92 has been established for fiscal year 2013-14.

This letter will serve as notification that the amount of \$998.92 is due to Union County from your municipality for the fiscal year 2013-14.

Please let us know if you need any additional information.

Sincerely,

Andrea Robinson  
Budget Manager  
704-283-3543

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**Subject:** Re: Union County Urban Forester Contract Cost for FY2014

---

**From:** Mayor Rick Becker (msncmayor@yahoo.com)

---

**To:** cindy.coto@co.union.nc.us;

---

**Cc:** msvickybrooks@aol.com; ARobinson@co.union.nc.us; jyates@co.union.nc.us;

---

**Date:** Tuesday, April 2, 2013 7:12 AM

---

Cindy,

Thank you for this information. I will pass it along to my board and inform you about how they wish to proceed.

-Rick Becker  
Mayor

Town of Mineral Springs  
PO Box 600  
Mineral Springs, NC 28108  
(704) 843-5870 home  
(704) 243-0506 fax  
[www.mineralspringsnc.com](http://www.mineralspringsnc.com)

---

**From:** Cindy Coto <cindy.coto@co.union.nc.us>  
**To:** 'Mayor Rick Becker' <msncmayor@yahoo.com>  
**Cc:** "msvickybrooks@aol.com" <msvickybrooks@aol.com>; Andrea Robinson <ARobinson@co.union.nc.us>; Jeffrey Yates <jyates@co.union.nc.us>  
**Sent:** Monday, April 1, 2013 5:05 PM  
**Subject:** RE: Union County Urban Forester Contract Cost for FY2014

Mayor,

I understand your concern; however, I in good faith could not recommend such an amendment to the contract. I realize the position was vacant longer than anyone wanted but I fear that once we open the door it could become an issue (e.g. extended illness, vacation, etc.).

It is important to note that the County has absorbed the increase cost since 2010 and has not passed that cost to the municipalities that are participating which is why the increase may appear significant. The number of participating municipalities has not changed from the original agreement. And the agreement states that if a municipality decides to drop out, that does not impact the cost to the remaining municipalities.

The contract only covers wage and benefits of the urban forester position; the County assumes all other costs such as equipment and vehicles. The main reason for the cost increase was due to higher wage for the present incumbent based upon skills and abilities and higher benefits costs which are tied to the salary. Any remainder increase (or decrease/adjustment) incurred since FY2010 would be due to percentage of population increase (and/or adjustments).

I hope this satisfactorily answers your question.

Cindy

**Cynthia A. Coto, ICMA-CM**

Union County Manager

500 N. Main Street

Monroe, NC 28112

704-283-3636

704-296-7591 (Cell)

704-283-3793 (Fax)

Cindy.Coto@co.union.nc.us

---

**From:** Mayor Rick Becker [mailto:msncmayor@yahoo.com]  
**Sent:** Monday, April 01, 2013 4:14 PM  
**To:** Cindy Coto  
**Cc:** 'msvickybrooks@aol.com'; Andrea Robinson; Jeffrey Yates  
**Subject:** Re: Union County Urban Forester Contract Cost for FY2014

Cindy,

I have received notification from Andrea in Finance of the FY2013-14 Urban Forester contract cost for the town of Mineral Springs. The amount of \$998.92 has been established for fiscal year 2013-14.

This is a significant increase from the previous amount of \$595.85; I wonder if fewer municipalities are participating and, if so, if that has caused the cost per remaining municipality to increase? Is there a revised contract specifying the participating municipalities and their respective shares of the cost?

I will be presenting this information to my board on April 11 as we go through our departmental appropriation recommendations for FY2013-14. At that time, I will be expecting my board to decide whether to continue with our participation so that I may notify you of any change in our status prior to the April 30 deadline. Since we are talking about contract renewal, and since there were some concerns on our town's part over the long-term vacancy in the position at the county level, do you think that your board might be willing to address that concern as a contract amendment?

For example, something similar to the following might be considered:

"In the event that the Union County Urban Forester position becomes vacant, the amount due from each participating municipality under this contract shall be reduced by 1/365 of the contract amount per day the position remains vacant, and Union County shall credit that reduction to each participating municipality. If the full contract amount has been paid by a municipality prior to such vacancy occurring, Union County shall refund that reduction to that municipality during the fiscal year the vacancy occurs."

As you know, we all "get to know" our boards after working with them for a while, and I suspect that my board will be more concerned about the contract cost increase because that increase is coupled with having had to pay the full contract amount this fiscal year when the position was vacant for seven months. I believe that they would be more amenable to the cost increase if they could be confident that the town had a bit more financial protection from another long-term vacancy in the position at the county level.

Please let me know your thoughts on this!

Thank you,

-Rick Becker  
Mayor/Finance Officer

Town of Mineral Springs  
PO Box 600  
Mineral Springs, NC 28108  
(704) 843-5870 home  
(704) 243-0506 fax  
[www.mineralspringsnc.com](http://www.mineralspringsnc.com)

---

**From:** Andrea Robinson <ARobinson@co.union.nc.us>  
**To:** "msncmayor@yahoo.com" <msncmayor@yahoo.com>  
**Cc:** "msvickybrooks@aol.com" <msvickybrooks@aol.com>  
**Sent:** Friday, March 29, 2013 4:08 PM  
**Subject:** Union County Urban Forester Contract Cost for FY2014

Please find the attached memo.

If you have any questions, you are welcome to give me a call.

Andrea A. Robinson  
Budget Manager  
Union County Finance Dept.  
500 N Main Street, Suite 709  
Monroe, NC 28112  
704-283-3543 – Business  
704-225-0664 – Fax

Founded and headquartered in Florida, PNP has 11 years of experience in accelerating collections, reducing costs and raising productivity for more than 800 counties, cities and agencies in 43 states nationwide, accepting payments for more than 2,500 different products and services. We are proud of our longstanding relationships with our clients, and we encourage them to share their PNP experiences through formal references as well as word-of-mouth.

We attribute PNP's success to several factors:

- We offer the best and most robust counter payments solution in the industry, developed by PNP at the specifications of our clients to meet their exact needs.
- Our aggregated settlement and customized reporting improves our clients' most common concern: simplifying the reconciliation process. In PNP's systems, user data travels with payment information, and settlements from all payment methods are consolidated into a single batch, so clients easily match our reports to their bank statements.
- Our unparalleled level of service and support ensures that your dedicated PNP representatives will personally work with the County to provide individual training for your agency personnel, exceptional support for your customers and personal assistance to meet your billing and reporting needs.

#### **Description of Services for Town of Mineral Springs:**

**-all card types accepted-Visa, MasterCard, American Express, Discover, Prepaid Cards**

Web: one-time online payment

- Customizable web pages
- Customizable messaging on receipt
- Emails receipt at time of transaction
- \$0 set-up fee

OTC: Over-the-Counter transactions

- Customizable messaging on receipt
- Flexibility to print to many different in-house printers
- Ability to email receipt at time of transaction
- 1 card readers
- \$0 set-up fee

#### **Convenience Fee**

**(The customer pays the fee to Point and Pay during transaction)**

Non-tax Payments	Tax Payments
<ul style="list-style-type: none"><li>• \$2.95 from \$1-\$100</li><li>• \$2 additional dollars per \$100 thereafter</li></ul> Ex. \$100 bill= \$2.95 fee \$200 bill= \$4.95 fee	2.5%-all card types accepted  Electronic checks: \$2.50 flat fee

#### **CONFIDENTIALITY NOTICE**

This document is for the use of the intended recipient and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, distribution or other use of this e-mail message or attachments is prohibited. If you have received this document in error, please delete and notify the sender immediately.

**POINT AND PAY**  
**E-PAYMENT SERVICES AGREEMENT**

**Parties**

Point and Pay LLC ("PNP")  
A subsidiary of NAB, doing business in North Carolina

[Town of Mineral Springs, NC] ("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4 Service Promotion**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

**1.5 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.



### 3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### 3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### 3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### 3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## SECTION 4 WARRANTIES; DISCLAIMER

### 4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### 4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

## SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

### 5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### 5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

### 5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

### 5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

## SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

## SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the [exclusive] provider of fee-based electronic payment services and that Client [will not] procure similar such services from any other party.

## SECTION 8 TERM AND TERMINATION

### 8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the [first (1st)] anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

### 8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

### 8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of North Carolina without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application  
If to PNP: Point and Pay LLC  
110 State Street E, Suite D  
Oldsmar, FL 34677  
Fax: 863-248-1891

**SECTION 13 MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point and Pay LLC

[Town of Mineral Springs, NC ]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

### Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
  
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."

### Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

### Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

### Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Banking Application, Client Application, Product Worksheets



### Client Application

(Internal Use Only)

Partner Code: \_\_\_\_\_

Partner Hierarchy:

This is a Super Partner

This is a Sub-Partner. SP Name and Code are: \_\_\_\_\_

Account Representative: Cindy Bogacki

Submission Date: [Click here to enter a date.](#)

**Card Readers:** Quantity: 1

Target Live Date: [Click here to enter a date.](#)

Price per Reader: \$ 0

Contract terms: 1 year

### Client Profile

**Client Legal Name as filed with the IRS:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_

DBA: Mineral Springs

Address: 3506 South Potter Road

City: Mineral Springs State: NC

Zip: 28112 Phone # to display in Customer Receipts: \_\_\_\_\_

Website Address: www.mineralspringsnc.com

### Contacts

Primary Contact Name:	Primary Phone #:	Primary Email:
<u>Vicky Brooks</u>	<u>7042430505</u>	<u>msvickybrooks@aol.com</u>

Technical Contact:	Technical Phone #:	Technical Email:

Accounting Contact:	Accounting Phone #:	Accounting Email:

Customer Service Contact:	Customer Service Phone:	Customer Service Email:

### Notes

### Signatures

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at [www.pointandpay.com/agreement](http://www.pointandpay.com/agreement)

Signature \_\_\_\_\_

Title \_\_\_\_\_

[Click here to enter a date.](#)

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_



## New Product Worksheet

**Client Name**  
Town of Mineral Springs

**Client Code (if available):**

Name of Product/Payment Type: **Delinquent Taxes**

Total Collections for Payment Type: \$ \_\_\_\_\_

Average Payment Amount: \$ \_\_\_\_\_

Highest Payment Amount: \$ \_\_\_\_\_

### Classification:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119)    | <input type="checkbox"/> Colleges (MCC 8220)            |
| <input type="checkbox"/> Utility (MCC 4900)        | <input type="checkbox"/> Insurance (MCC 6300)    | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399)  | <input type="checkbox"/> Membership Club ( 7997) |   |

### Payment Types:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Visa       | <input checked="" type="checkbox"/> Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> MasterCard | <input checked="" type="checkbox"/> AMEX     | <input type="checkbox"/> Debit Tax Program           |

### Channels:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input checked="" type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> IVR (Direct Marketing)      | <input type="checkbox"/> Counter Other (3rd Party)       |   |

### Technical Integration and Data Transfer:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Parameter Passing            | <input type="checkbox"/> File Exchange/Lookup BDIT | <input type="checkbox"/> Post Back                         |
| <input type="checkbox"/> API                          | <input type="checkbox"/> Real Time Lookup (RTL)    | <input type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input type="checkbox"/> Duplicate Payment Prevention |  | <input type="checkbox"/> Daily Transaction File            |

**Unique Consumer Identifier (If multiple, use attachment):** \_\_\_\_\_

**Software Vendor / Contact Info:** \_\_\_\_\_

### Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	<b>\$2.50</b>	<input checked="" type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	<b>2.5%</b>	<input type="checkbox"/> Echeck – Returned Item Fee	\$ _____		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	<b>\$2.00</b>	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input type="checkbox"/> Credit Card - Chargeback Fee	\$ _____	<input type="checkbox"/> MasterCard TaxProgram–Debit	\$ _____		

### Setup Fees:

- Setup Fee: **0**       Integration Fee: \_\_\_\_\_       IVR Fee: \_\_\_\_\_       Other Fee: \_\_\_\_\_

Notes:

Client Initial: \_\_\_\_\_



# New Product Worksheet

**Client Name**  
Town of Mineral Springs

**Client Code (if available):**

Name of Product/Payment Type: Zoning

Total Collections for Payment Type: \$ \_\_\_\_\_

Average Payment Amount: \$ \_\_\_\_\_

Highest Payment Amount: \$ \_\_\_\_\_

### Classification:

- Tax (MCC 9311)
- Utility (MCC 4900)
- Gov. Services (MCC 9399)
- Ambulance (MCC 4119)
- Insurance (MCC 6300)
- Membership Club (7997)
- Colleges (MCC 8220)
- Other – Please Describe: \_\_\_\_\_

### Payment Types:

- Visa
- MasterCard
- Discover
- AMEX
- Electronic Check
- Debit Tax Program

### Channels:

- Web (E-Commerce)
- IVR (Direct Marketing)
- Counter PNP (Retail)
- Counter Other (3rd Party)
- Other – Please Describe: \_\_\_\_\_

### Technical Integration and Data Transfer:

- Parameter Passing
- API
- Duplicate Payment Prevention
- File Exchange/Lookup BDIT
- Real Time Lookup (RTL)
- Post Back
- Revenue File (RFG) (Email or FTP)
- Daily Transaction File

**Unique Consumer Identifier (If multiple, use attachment):** \_\_\_\_\_

**Software Vendor / Contact Info:** \_\_\_\_\_

### Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$	<input type="checkbox"/> E-check – Flat Fee	\$	<input checked="" type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100 = <b>\$2.95</b> Each Additional \$100.00 = <b>\$2.00</b> Each Additional \$50.00 = \$	
<input type="checkbox"/> Credit Card - Percentage Fee	%	<input type="checkbox"/> Echeck – Returned Item Fee	\$		
<input type="checkbox"/> Credit Card - Minimum Fee	\$	<input type="checkbox"/> Visa Tax Program –Debit	\$		
<input type="checkbox"/> Credit Card - Chargeback Fee	\$	<input type="checkbox"/> MasterCard TaxProgram–Debit	\$		

### Setup Fees:

- Setup Fee: **0**
- Integration Fee:
- IVR Fee:
- Other Fee:

Notes: \_\_\_\_\_

Client Initial: \_\_\_\_\_



anywhere, anytime



Town of Mineral Springs, NC  
03/25/2013

Cindy Bogacki

*Sales Executive*

Cell: 954.444.2208

Office: 888.891.6064 x 1509

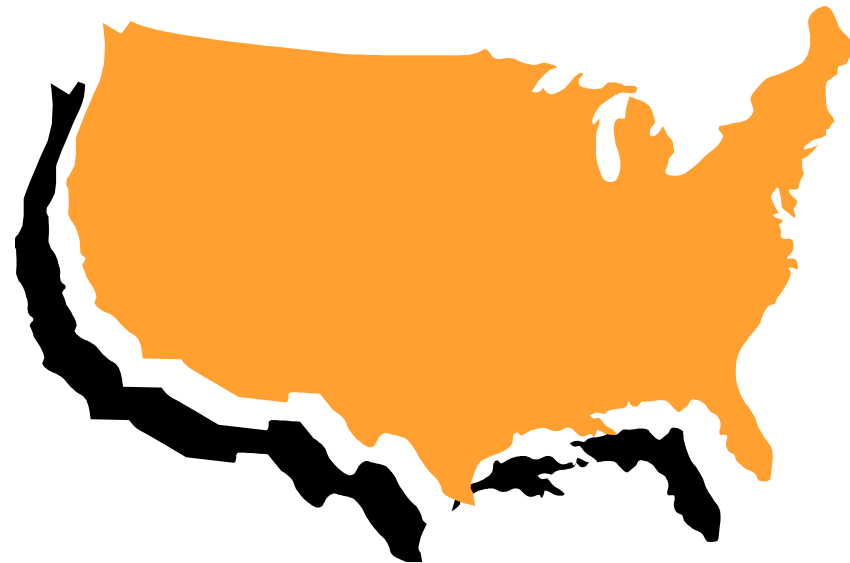
Email: [cbogacki@pointandpay.com](mailto:cbogacki@pointandpay.com)



# About Point&Pay



- Nationwide payment processing solutions since 1999
- More than 700 clients in 42 states
- Provides proven, fully-integrated Secure Systems with PCI Level 1 certification
- Specializing in payment processing for:
  - Government
  - Courts, Clerks & Law Enforcement
  - Utilities
  - Education
  - Healthcare



# North American Bancard



- One of the country's largest merchant services organizations
- Processes more than \$10 billion+ each year on behalf of 100,000+ merchants nationwide
- Maker of Pay Anywhere
- Through NAB, Point & Pay offers significant benefits to our clients:
  - POS processing and equipment
  - Check verification, imaging and processing
  - Gift card/loyalty services
  - Smartphone, tablet & mobile solutions
  - PCI compliance



# Point & Pay's Unique Features



- Pick and Choose what your office needs/wants-Web-Phone-Counter-Mobile
- Customized
  - Web pages
  - Messaging on receipts
  - Unique IVR 800 number
  - Recording
- Multi-pay checkout for in-person transactions
- Real-time notification and access to payments
- Standard POS, wireless & more equipment options
- Data hosting
- E-billing
- Recurring Billing



# Online Payment Page



*Town of Mineral Springs*

**PAY HERE**

*About Mineral Springs*

Re-incorporated in 1999, the Town of Mineral Springs is located in Union County, North Carolina. In the 18th century, the town had lost its charter and Mineral Springs residents again have a town to call home.

With a population of just around 2700, Mineral Springs is a close-knit community. Wide open spaces abound, and the town is home to the Queen's Cup, a nationally recognized softball tournament held in Mineral Springs on the last Saturday of every year.

The town does not provide any major services. The town's primary responsibility is responsible for the maintenance of the town, which is currently consisting of the town of Mineral Springs. The town's primary responsibility is to provide a safe and secure environment for its residents.

**PNP will try to use your colors and Custom Banner**

*Town of Mineral Springs*

Step 1: Select Payments    Step 2: Review and Submit    Step 3: Confirmation and Receipt

### Step 1: Select Payments

Please complete the form below. When finished, click the Continue button and you will be asked to review the information for accuracy before your payment is processed.  
Note: \* indicates a required field.

#### My Bills

Payment Type	Account Number	Amount	Delete Item
Payment Type: * Business Personal Property Tax			
Parcel Number With No Dashes or Spaces: *			X
Amount: *			

**Add Item**

#### Customer Information

First Name: \*    Last Name: \*

Address Line 1: \*    Address Line 2:

City: \*    State: \*    Zip Code: \*

Phone Number: \*    Email Address:

#### Payment Information

Payment Method: \*  
Credit Card

**PNP will allow you to Customize the Fields for Payment Identification.**



# Online: Confirmation Page



Town of Mineral Springs

Step 1: Select Payments   Step 2: Review and Submit   **Step 3: Confirmation and Receipt**

### Step 3: Confirmation and Receipt

## Result: Payment Authorized

### Confirmation Number: 6011150

Your payment has been authorized successfully and payment will be processed.

Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

#### My Bills

Payment Type	Account Number	Amount
Taxpayer Payments	Parcel Number Excluding Dashes: 123456789	\$100.00

#### Customer Information

First Name: Jane  
Last Name: Doe  
Address Line 1: 123 Test  
Address Line 2:  
City: Tampa  
State: Florida  
Zip Code: 12345  
Phone Number: 1111111111  
Email Address: test@yahoo.com

Subtotal:	\$100.00
Convenience Fee:	\$2.50
<b>Total Payment:</b>	<b>\$102.50</b>

#### Payment Information

Card Number: \*\*\*\*\*1111  
Expiration Date: 12/13  
CVN: 123  
Datetime: 04/13/2012 14:38:11

[Print](#)

This is final step of the online process. The customer can now print this page and if an email address was provided a copy would have been emailed to the customer.



# Over the Phone: IVR Payments



- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator



# In-Person through Point & Pay



### Payment Entry Form

Item*	Account	Amount*
Select		
Select		
Birth and Death Certificates		
Business Licenses		
Delinquent Personal Property Taxes		
Dog Licenses		
Election Supply		
Maps and Ordinances		
Miscellaneous Receivables		
Other Revenue		
Property Tax - Summer		
Property Tax - Winter		
Registrations and Exams		
Special Assessments		
Trade Licenses		
Water Bills		

Phone Number\*

State  
Michigan

Zip\*

Credit  Check here if this is a swipe transaction

Card Number\* Expiration CVN

Comments

\* Required Field

Staff views this screen to begin an over-the-counter transaction

### Payment Entry Form

Item*	Account	Amount*
Property Tax - Summer	821018414027	1451.87
Select		
Select		
Select		

First Name\* Last Name\* Phone Number\*

ERIN SMITH

Street Address\* City\* State Zip\*

4227 SCHAEFER DEARBORN Michigan 48126

Enter new payment information

Pay Method

Credit  Check here if this is a swipe transaction

Card Number\* Expiration CVN

10 2010

Comments

\* Required Field

Your Messages  
No recent messages

Clear Form





# In-Person through Point & Pay



**Partner**  
Demo - Don Russell(DE)  
**Office**  
Location 1  
**User**  
Don Russell

**Your Messages**  
No recent messages

### Payment Entry Form

Item*	Account	Amount*
Real Estate Tax	12365498	1000.00
Property Tax	36925874	250.00
Motor Vehicles	14D9875	100.00
Utility	148965327	99.00

**First Name\*** Don **Last Name\*** Russell **Phone Number\*** 3028368334  
**Street Address\*** 123 Main Street **City\*** Newark **State** Delaware **Zip\*** 19712

Enter new payment information  
**Pay Method**  
Credit  Check here if this is a swipe transaction

**Card Number\*** 4111111111111111 **Expiration** 08 2010 **CVN** 123

**Comments**  
THIS IS A SHOPPING CART MULTI PAY PAGE THAT CAN DO MIX PAYMENT TYPES

\* Required Field

**Validate Form**

Validation Succeeded  
Form Locked  
Order Amount: \$ 1449.00  
Processing Fee: \$ 37.25  
Total Amount: \$ 1,486.25

By clicking process order, the customer agrees to pay the processing fee and the order will be processed.

**Make Changes**

**Process Order**

**Clear Form**

After staff enters payment data and swipes card, convenience fee is presented. Payer can then choose to continue, or exit the payment.



# In-Person through Point & Pay



**Partner**  
Demo - Don Russell(DE)  
**Office**  
Location 1  
**User**  
Don Russell

**Your Messages**  
No recent messages

## Payment Entry Form

Item*	Account	Amount*	<b>Validate Form</b>
	12365498	1000.00	Validation Succeeded
	70000000	500.00	

### Payment Success!

You now have two options...

**View and print the receipt for this payment.**

**View Receipt**

**Start over. Clear the previous form and enter new information.**

**Begin New Payment**

First Name*	Don				
Street Address	123 Main Street				
<input type="checkbox"/> Enter new payment method					
Pay Method					
Card Number*	4111111111111111	Expiration		CVN	123
Comments	THIS IS A SHOPPING CART MULTI PAY PAGE THAT CAN DO MIX PAYMENT TYPES				
<b>Clear Form</b>					

\* Required Field

After transaction is processed, staff can view and print receipt, begin another transaction, or exit



# In-Person through Point & Pay



**Thank you for your payment!**  
This service has been provided by City of Dearborn, MI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI , your payment was processed at Treasury office . The City of Dearborn Thanks You for your payment.

**Name:** ERIN SMITH  
**Address:** 4227 SCHAEFER, DEARBORN MI, US, 48126  
**Contact:** 2036194918  
**Comments:**

**Payment ID:** 34692  
**Date:** 09/15/10 10:33 PM  
**Subtotal:** \$1451.87  
**Fee:** \$43.56  
**Total:** \$1495.43  
**Method:** Charge(\*\*\*\*\*1111)

Clerk can print a receipt for payer's signature

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CtyDearbornPropTxPmt	821018414027	\$1,451.87

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
By signing this receipt you agree to the terms and conditions of this service.

You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read *CtyDearbornPropTxPmt* . If you have any questions about either of these charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)



# Real-Time Reporting



- Access to web-based real-time reports 24/7
- View data onscreen or export to Excel
- Customizable by:
  - Date Range
  - Time
  - Payment type
  - Channel
  - Office
  - Clerk
- Work-log reports track clerk usage

Point&Pay

Home Reports Orders Editors Admin Logout

Payment Report

Start Date: Mar 7 2012 Start Time: 12:00 AM End Date: Mar 7 2012 End Time: 11:59 PM Partner: ACC Boat Club, Inc (TX)

Office: No Filter User: No Filter Product: No Filter Channel: No Filter Group By: Channel Payment Type: No Filter Payment Method: No Filter

Update Report **Download to Excel** Print Report

Channel: API

Pay Id	Method	Type	Status	Date	Account	Product	Name	Fee	Pmt Amt
6010388	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:32 AM	1234567890	Property Taxes	Peter Koko	\$25.00	\$1,000.00
6010390	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:33 AM	1234567890	Property Taxes	Peter Koko	\$25.00	\$1,000.00
6010392	Credit or Debit Card - Visa	Purchase	Approved - PCB	03/07/2012 08:43 AM	650047	ERP	tim fagley	\$72.80	\$2,912.00
6010393	Credit or Debit Card - Visa	Purchase	Approved - PCB	03/07/2012 09:05 AM	648910	ERP	tim developer	\$72.80	\$2,912.00

Channel Summary	Processor Settlement				PNP Settlement				Debit			Total						
	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer	Processor	Fee Settled by PNP	Fee Total	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
Credit Card Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,874.00	\$7,824.00	\$50.00	\$145.60	\$7,678.40	\$0.00	\$0.00	4	\$7,874.00	\$7,824.00	\$50.00	\$145.60	\$7,678.40
eCheck Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,874.00</b>	<b>\$7,824.00</b>	<b>\$50.00</b>	<b>\$145.60</b>	<b>\$7,678.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>4</b>	<b>\$7,874.00</b>	<b>\$7,824.00</b>	<b>\$50.00</b>	<b>\$145.60</b>	<b>\$7,678.40</b>

Report Totals

Summary	Count	Receipt	Payment	Total	Customer Paid Fee
Credit Card Payments	19	\$783.23	\$743.48		\$39.75
eCheck Payments	1	\$3.00	\$1.00		\$2.00
Refunds	0	\$0.00	\$0.00		\$0.00
<b>Total</b>	<b>20</b>	<b>\$786.23</b>	<b>\$744.48</b>		<b>\$41.75</b>

Deposit Summary

Expected Deposit on 02/09/2012

Account #	Originator	Payment Method	Deposit Amount
XXXXX4515	PNP	AE	\$2.00
			PNP Total: \$2.00
			Total: \$2.00


Refunds and Voids appear on your report in Red.

Deposit Date and Deposit Amount is displayed.



# Real-Time Voids, Changes & Duplicate Receipts





Home Reports Orders Editors Admin Logout

## Payment Search

**Search By**

- Customer Name
- Payment ID
- Account Number
- Credit Card Number
- eCheck Account Number
- Total Amount
- Payment Amount
- Customer Name
- Approval Code

First Name:  Last Name:

Payment ID	Created	Customer Name	Status	Amount
6010030	12 03:29 PM	Jane, Doe	Approved - Comp	\$1.50
6010029	12 03:29 PM	Jane, Doe	Approved - Comp	\$4.00

## Payment Search

**Search By**

- Customer Name

First Name:  Last Name:

Payment ID	Created	Customer Name	Status	Amount
6011083	04/12/12 09:31 AM	Martha Gov, Greer	Approved - Comp	\$100.25

### Payment Summary

**Payment ID:** 6011083

**Subtotal:** \$100.00

**Fee:** \$0.25

**Total:** \$100.25

**Type:** Credit or Debit Card

**Processed:** Credit or Debit Card

**Account:** 411111\*\*\*\*1111

### Payment Details

**Type:** Purchase

**Created:** 04/12/12 09:31 AM

**Status:** Approved - Comp

**Channel:** Counter

**Partner:** Sample Client Point and Pay 1 (FL)

**Office:** Tampa Location

**User:** Martha Greer

**Related:**

### Customer Details

**Name:** Martha Gov Greer

**Address:** 1

**City/ST/Zip:** 1 FL 11111 US

**Email:**

**Phone:** 1111111111

**Mobile:**

**Birthdate:**

**Comments:**

### Additional Details

#### Lineitem Details

PID	Product	Account	Amount	Fee	Additional Details
6011083	GOV	ABC	\$100.00	\$0.25	

Previous payments can be found using multiple criteria for search. Users can void or refund payments

# Kiosk Features



- Improve your customers' experiences by enabling payments via smartphones, tablet PCs, mobile Internet devices or traditional touch screen kiosk.
- Touch screen
- Photograph taken with each transaction
- Rugged, all metal design
- Maintenance and support provided by Point & Pay or its partners.



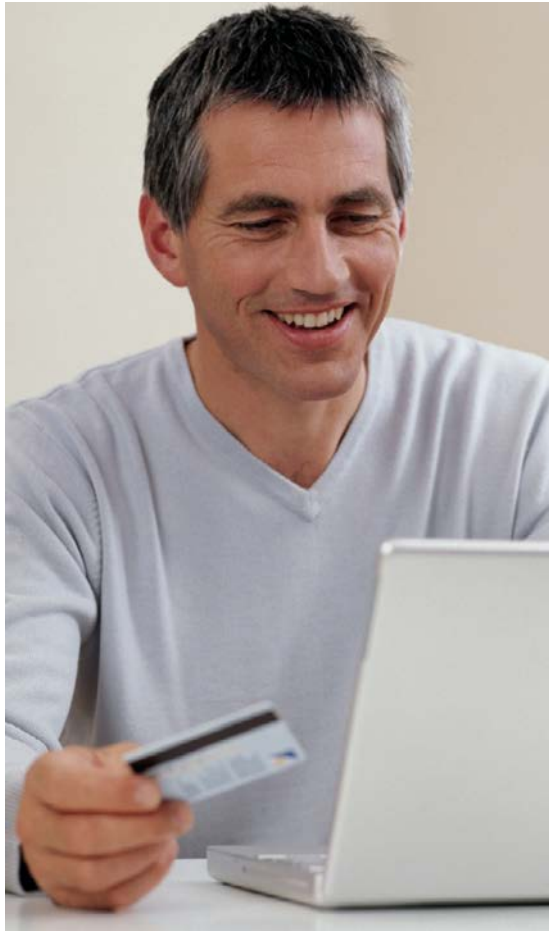
# Software Integration & Security



- Seamlessly integrated with 500+ clients and 20+ software packages nationwide
- Easy integration with standard APIs
- Enables customer account information lookup and real-time updates of payment information
- Billing data import tool adapts to your file format
- Revenue file generator exports payment information in your format
- PCI services or assistance when it applies



# Implementation



- Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs
- Week 2: Receive welcome kit
- Week 2-4: Receive card readers
- Week 3-4: Receive test links and test credit cards
- Week 3-5: Schedule and complete online training
- Week 5-7: Go live
- Timeline may vary by system customization





# Personalized Support



- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer charge-backs

***You have unique needs... Point & Pay has intuitive payment solutions.***



## Q: What sets Point & Pay apart in the industry?



- ✓ Reconciliation of Funds
- ✓ Real-time notification and access to payments
- ✓ Lump Sum Deposit within 48 hours
- ✓ Accept: Visa, MasterCard, Discover, American Express, Debit and Prepaid cards
- ✓ Deposit to Multiple Accounts
- ✓ Standard POS, wireless & more equipment options
- ✓ Ability to grow with Town needs
- ✓ Mobile
- ✓ Hierarchy Control
- ✓ Kiosk Solution
- ✓ All in one solution



**AN ORDINANCE REGULATING RECORDKEEPING REQUIREMENTS FOR CASH  
CONVERTER BUSINESSES, PAWNBROKERS, PRECIOUS METALS DEALERS AND  
SECONDARY METALS RECYCLERS  
O-2012-03**

WHEREAS, the Mineral Springs Town Council has determined that the making of pawn loans and the acquisition and disposition of tangible personal property by and through pawnbrokers, pawnshops, cash converters, recycled metals dealers and precious metals dealers affects the general economy of the Town of Mineral Springs and the health, safety, and welfare of its citizens, and in recognition of these facts, the Mineral Springs Town Council adopts this ordinance for the purpose of preventing unlawful property transactions, particularly in stolen property; and

WHEREAS, the Mineral Springs Town Council also adopts this ordinance for the purpose of assisting the Union County Sheriff's Office with finding stolen property and apprehending persons guilty of theft and other related property crimes; and

WHEREAS, North Carolina General Statute § 66-397 authorizes municipalities to adopt by ordinance the provisions of Part 1 of Article 45 of Chapter 66 of the General Statutes and to adopt such other rules and regulations as the governing body deems appropriate for cash converters and pawnbrokers, provided that no county or city may regulate (1) Interest, fees, or recovery charges; (2) Hours of operation, unless such regulation applies to businesses, generally; (3) The nature of the business or type of pawn transaction; or (4) License fees in excess of rates set by the State; and

WHEREAS, N.C.G.S. § 66-391, N.C.G.S. § 66-392, N.C.G.S. § 66-410, N.C.G.S. § 66-422 all allow for the electronic transmission of records from pawnbrokers, cash converter businesses, precious metals dealers and secondary metals recyclers to local law enforcement agencies; and

WHEREAS, no part of this ordinance is in conflict with any Part or statute in Chapter 66 of the North Carolina General Statutes;

NOW, THEREFORE, be it ordained by the Mineral Springs Town Council [*insert name of Town Council/Board*]:

SECTION 1. Adoption of Part 1 of Article 45 of Chapter 66 of the General Statutes.

The provisions found in Part 1 of Article 45 of Chapter 66 of the North Carolina General Statutes are hereby adopted by this ordinance.

SECTION 2. Definitions.

- (a) "Cash converter" shall have the same meaning as defined in North Carolina General Statute § 66-387.
- (b) "Dealer" shall have the same meaning as defined in North Carolina General Statute § 66-406.
- (c) "Local law enforcement agency" shall have the same meaning as defined in North Carolina General Statute § 66-406.
- (d) "Pawnbroker" shall have the same meaning as defined in North Carolina General Statute § 66-387.
- (e) "Pawnshop" shall have the same meaning as defined in North Carolina General Statute § 66-387.

(f) "Precious Metal" shall have the same meaning as defined in North Carolina General Statute § 66-406.

(g) "Precious metals dealer" shall have the same meaning as the term "Dealer" as defined by North Carolina General Statute § 66-406.

(h) "Secondary metals recycler" shall have the same meaning as defined in Chapter 66 of the North Carolina General Statutes. The exemptions found in North Carolina General Statute §66-427 shall also constitute exemptions to this ordinance's definition of the term "secondary metals recycler."

### SECTION 3. Photographs or Video.

Every pawnbroker and every cash converter shall obtain a video or digital photograph of the seller or pledgor together with any property being delivered by the seller or pledgor. The video or photograph required by this section shall be of a quality that is sufficient to allow a person of ordinary faculties to identify the person recorded or photographed. The photograph or video shall be uploaded to the entity or electronic system designated by the Union County Sheriff's Office for receipt of the information on behalf of the Union County Sheriff's Office.

### SECTION 4. Electronic transmittal of required records.

- A. Upon designation by the Union County Sheriff of an entity or an electronic system for receipt of the information on behalf of the Union County Sheriff's Office, every pawnbroker shall electronically input/upload and transmit the information that must be made available for the Sheriff's inspection and pickup pursuant to N.C.G.S. §66-391. The input/upload and transmission shall be made to the entity or electronic system designated by the Union County Sheriff for receipt of the information on behalf of the Union County Sheriff's Office. The input/upload and transmission shall be made each regular workday.
- B. Upon designation by the Union County Sheriff of an entity or an electronic system for receipt of the information on behalf of the Union County Sheriff's Office, every cash converter shall electronically input/upload and transmit the information that must be made available for the Sheriff's inspection and pickup pursuant to N.C.G.S. §66-392. The input/upload and transmission shall be made to the entity designated or on an electronic system designated by the Union County Sheriff for receipt of the information on behalf of the Union County Sheriff's Office. The input/upload and transmission shall be made each regular workday.
- C. Upon designation by the Union County Sheriff of an entity or an electronic system for receipt of the information on behalf of the Union County Sheriff's Office, every precious metals dealer shall electronically input/upload and transmit the information that the precious metals dealer is required to file or report to the local law enforcement agency pursuant to N.C.G.S. §66-410. The input/upload and transmission shall be made to the entity designated or on an electronic system designated by the Union County Sheriff for receipt of the information on behalf of the Union County Sheriff's Office. The input/upload and transmission shall be made within 48 hours of every precious metal(s) transaction.
- D. Upon designation by the Union County Sheriff of an entity or an electronic system for receipt of the information on behalf of the Union County Sheriff's Office, every secondary metals recycler shall electronically input/upload and transmit the information that the secondary metals recycler is required to make available for pickup by the Sheriff pursuant to N.C.G.S. §66-422. The input/upload and transmission shall be made to the entity designated or on an electronic system designated by the Union County Sheriff for receipt of the information on behalf of the Union County Sheriff's Office. The input/upload and transmission shall be made each regular workday.

### SECTION 5. ORDINANCE NOT MEANT TO SERVE AS A SUBSTITUTE FOR STATUTORY RECORDKEEPING, RETENTION, ETC. REQUIREMENTS.

Notwithstanding anything in this ordinance to the contrary, this ordinance and the resulting designation by the Sheriff of an entity or electronic system for the receipt of information shall not serve as substitutes for or in satisfaction of the recordkeeping, record retention, record disposal, receipt and ticketing requirements set forth in Chapter 66 of North Carolina General Statutes. Section 4 of this ordinance merely establishes how

information is to be transferred to the Union County Sheriff's Office. Pawnbrokers, pawnshops, cash converters, secondary metals recyclers, and precious metals dealers are independently responsible for meeting all statutory requirements. Reliance on the entity or the electronic system designated by the Sheriff for fulfillment of any statutory requirement other than the electronic transfer of information to the Sheriff's Office is at the pawnbrokers', cash converters', precious metals dealers', and secondary metals recyclers' own risk.

**SECTION 6. PENALTIES FOR VIOLATION.**

Violation of any provisions of this ordinance shall subject the offender to one or more of the following enforcement actions. Each day that any violation continues after notification by the Sheriff of Union County or his designee that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.

(a) Violations shall constitute a Class 3 misdemeanor pursuant to G.S. § 14-4, punishable by a fine of up to \$500.00 and imprisonment in the discretion of the court.

(b) The Town of Mineral Springs may apply for an appropriate equitable remedy from the General Court of Justice, including but not limited to mandatory and prohibitory injunctions and orders of abatement as allowed pursuant to G.S. § 160A-175.

**SECTION 7. APPLICABILITY.** The provisions of this ordinance shall apply within the corporate limits of the Town of Mineral Springs.

**SECTION 8. AUTHORITY.** Whenever any provision of this ordinance refers to or cites a section, part, or chapter of the North Carolina General Statutes and that section is later amended or superseded, the ordinance shall be deemed amended to refer to the amended section, part, or chapter, or the section, part, or chapter that most nearly corresponds to the superseded section, part, or chapter.

**SECTION 9. SEVERABILITY.** If any provision of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining provisions of this ordinance, it being the legislative intent that the provisions of this ordinance shall be severable and remain valid notwithstanding such a holding.

**SECTION 10. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its adoption.

**ADOPTED** this 11th day of April, 2013. Witness my hand and official seal:

---

Frederick Becker III, Mayor

Attest:

---

Vicky A. Brooks, CMC, Town Clerk

# MEMO

**To:** Mineral Springs Town Council  
**From:** Rick Becker  
**Date:** April 11, 2013  
**Subject:** Non-Profit Policy

The town has financially supported several local charities and non-profits since almost its founding. While we have never adopted a formal written policy or ordinance governing non-profit donations, we have generally used the following guidelines and criteria to make our decisions on non-profit funding:

- Our funding will be distributed in June of each year reflecting non-profit requests received during the fiscal year that ends on that June 30
- Certain events or funding requests that are date-sensitive – for example, the Literacy Council of Union County’s Spelling Bee – may be funded earlier than June with sufficient reason and with specific case-by-case Council approval
- Any charity or non-profit that seeks funding from Mineral Springs *must* demonstrate a specific benefit to the town of Mineral Springs and/or its residents to be considered
- A national charity – such as the American Red Cross – must have a local chapter in Union County or in the Charlotte metropolitan area that is seeking the funding
- Any charity or non-profit that seeks funding from Mineral Springs must have a representative make a personal presentation detailing prior activities and proposed future activities that demonstrate its use of town funds to achieve the necessary benefit to the town or its residents; these presentations must take place at or before the June meeting
- Currently, the town has elected to waive the presentation for the Literacy Council because the Spelling Bee is a recurring event
- The town does not seek out charitable partners; any charity or non-profit that wishes to be considered for funding must contact the town and be scheduled on a meeting agenda

Attorney Griffin has occasionally suggested that the town might wish to adopt a more specific policy. I have attached a policy that was recently adopted by the town of Marshville. It is extremely strict, and places a high burden of documentation on the non-profit that is requesting funding. Some of the requirements – such as minutes of 12 months of Board of Directors Meetings – might be “overkill”, especially for organizations requesting \$500 or less.

I am requesting that Council review the Marshville policy and decide whether we need to adopt a formal policy document. I think it would be best to defer this until after July 1, 2013, since we are entering our usual “Non-Profit Request Season”, but Council should set the schedule for discussion.

On a related matter, council has suggested that we consider the current Queen’s Cup Steeplechase charity, Purple Heart Heroes, for funding this year. I have not asked them to make a presentation to Council, because we do not make such solicitations. Since the Queen’s Cup has requested that we not consider funding their work until next year, I am suggesting that we wait until that time.

---

# TOWN OF MARSHVILLE

est. 1877

201 West Main Street • Marshville, NC 28103  
Town Hall • 704.624.2515 • Fax - 704.624.0175

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## NON-PROFIT FUNDING POLICY

### Principles:

- Funds shall only be appropriated to organizations that can document compliance with all applicable federal and state regulations related to tax-exempt status.
- Organizations requesting funding should be able to document that they provide on-going services to the community, are governed by a volunteer board of directors that serves without compensation, and that their financial management is subject to an independent audit/review at the completion of the year for which the funds are requested.
- Funds shall only be appropriated for public purposes.
- Requests for funding will only be accepted during the Town's annual budget preparation process. A specific timetable for the process will be developed and disseminated each year.
- Requests for funding for direct "safety net" human services to low income Marshville residents shall be given the highest priority for funding.
- Requests for services that duplicate services that are already available to the public through other means will be given the lowest funding priority.

### Criteria:

- Funded services must be equally available to all eligible residents of the Town.
- Each non-profit organization may develop its own service eligibility criteria, but such criteria may not include any form of discrimination. If the agency charges fees for services to be provided with Town funding, those fees must be applied on a sliding fee basis that allows all to participate irrespective of their ability to pay full costs.
- The applicant organization should clearly demonstrate its ability (i.e., that it has appropriate staffing, financial resources, equipment, etc.) to provide the proposed services.
- Proposals shall clearly identify the relationship between the funding request and the provision of a given service or services.
- Proposals shall clearly document the need for the proposed services.
- Proposals shall identify the number of Marshville residents that are expected to receive direct services during the fiscal year as a result of Town funding.
- Renewal requests shall indicate the actual number of Marshville residents served during the funded period.
- Proposals that request funding for services that are already available in the Town must clearly demonstrate that they will address an unmet service demand, or that they will deliver comparable services at a significantly lower unit cost than the currently available services.

- **Each organization that receives funding shall present a written report to the Town on or about November 15<sup>th</sup> and April 15<sup>th</sup> of each year that documents its success in providing the funded services during that time period.**

**Process:**

- **Completed application packets that are submitted to the Town by the deadline established in the annual timetable. Incomplete applications will not be considered.**
- **The staff will review applications in accord with the Non-Profit Funding Policy and communicate with applicable Town, County and State agencies to determine appropriateness of funding requests. After reviewing the information available and complete any necessary follow up, staff will report findings and make funding recommendations to the Town Manager.**
- **The Town Manager will in turn make funding recommendations to the Town Council.**



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# TOWN OF MARSHVILLE

est. 1877

201 West Main Street • Marshville, NC 28103  
Town Hall - 704.624.2515 • Fax - 704.624.0175

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## NON-PROFIT FUNDING REQUEST CHECKLIST

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- Signed Application Form
- Articles of Incorporation and Corporate Bylaws\*
- Copies of Official Minutes of all Board of Directors Meetings within the 12 months prior to the date of the funding application (All minutes should include a list of the members present.)
- Copy of IRS tax-exempt status determination letter\* (A notarized copy of IRS Form 1023 will be accepted from organizations that have completed the form and submitted it to the IRS but that have not yet received a determination letter.)
- Copy of most recently filed IRS Form 990
- Copy of most recent independent audit (Organizations that are not required by law to have an independent audit must clearly state the reason for their exemption from the requirement.)
- A schedule of planned revenues and expenses (for entire organization) for the current year (FY 2012-2013) and the proposed year (FY 2013-2014), specifically identifying all sources of revenue for both periods

\*If you filed these forms with a previous funding application to the Town, they do not need to be submitted again if they have not changed since that filing.

# TOWN OF MARSHVILLE

est. 1877

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Town Hall • 704.624.2515 • Fax - 704.624.0175

## NON-PROFIT FUNDING REQUEST FORM

New Application     Renewal Application  
Date of Application: / /

### Contact Information

Organization Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street Address    Town    State    Zip Code

CEO Name: \_\_\_\_\_ CEO Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street Address    Town    State    Zip Code

Board of Directors Chairman's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street Address    Town    State    Zip Code

Requested Amount Of Funding: \_\_\_\_\_

This Program serves:  Low income persons     Moderate income persons  
Approximate % of Total \_\_\_\_\_    Approximate % of Total \_\_\_\_\_

Brief (100 words or less) narrative description of services to be provided with town funds:

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**Why do residents of Marshville need the proposed services? (new or changed programs only)**

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**How will the services be provided? (new or changed programs only)**

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**Are similar services available in Marshville from other providers?  Yes  No  
If so, who currently provides the service? (new or changed programs only)**

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**If so, what is the added value to the town of your services? (new or changed programs only)**

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**If so, how will you coordinate services with other providers to ensure that individuals will not receive the same service from more than one provider? (new or changed programs only)**

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**How will you ensure that the services are equally available to all eligible residents of Marshville?**

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**CEO:**  
Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

**Board Chairman:**  
Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
UNION COUNTY**

**STANDARD ASSURANCES BY TOWN ASSISTED  
AGENCIES AND/OR ORGANIZATIONS**

**I. PURPOSE**

- A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting Town assistance funds must submit an original signed copy of this document with their budget package request.
- B. These assurances shall act to hold the Town of Marshville harmless from any liability that the agency or organization may incur.

**II. ASSURANCES AFFIDAVIT**

The authorized official of the agency or organization given below assures the Town of Marshville that:

- A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the Town.
- B. The agency/organization has the legal authority and the institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for Town financial assistance.
- C. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.
- D. The agency/organization will comply with all Federal and State laws and regulations related to illegal discrimination.
- E. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.
- F. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.
- G. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the Town.
- H. The agency/organization will comply with Federal and State laws and regulations related to financial and compliance audits and will submit a copy of each audit report to the Town Manager within 60 days after issued.
- I. The agency/organization will hold the Town of Marshville harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the Town of Marshville.
- J. The agency/organization will submit promptly to the Town Manager any information requested related to any program/project services assisted by the Town.

- K. The agency/organization will comply with any Town ordinance or policy applicable to any program/project service assisted by the Town.
- L. All Town funding shall be utilized strictly for the operation, maintenance and capital needs of each agency/organization. Any item acquired using Town funds by agency/organization shall become property of that agency/organization (and titled to that agency/organization when applicable). In the event an agency/organization decides to dispose of property acquired with any Town funds, then the Town will be given first opportunity to acquire the surplus property. In any event, proceeds obtained from sale of surplus property acquired with any Town funds shall be used only for the same purpose as Town funds.
- M. The agency/organization will submit a semiannual report of its uses of Town funding and the tangible benefits of the funded activities to Town residents.
- N. The agency/organization will only use Town funds for the purpose in which the funds were appropriated and approval of the funding requested based. The agency/organization will repay any funds that are in violation of the stated purpose for receiving the appropriation within 60 days of notification.

**Certification**

The above assurances will be complied with for the financial fiscal year starting on July 1, 2013 and ending June 30, 2014.

Agency/Organization \_\_\_\_\_

Box/Street/Route \_\_\_\_\_

Town/State/Zip \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

By (Signature) \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date Submitted \_\_\_\_\_

# MEMO

**To:** Mineral Springs Town Council  
**From:** Rick Becker  
**Date:** April 4, 2013  
**Subject:** FY2013-2014 Budget: Preliminary Departmental Appropriations

The accompanying spreadsheet shows the FY2011-12 final budget and actual expenditures, the FY2012-13 current budget and estimated final actual expenditures, and suggested appropriation levels for the FY2013-14 budget.

This "first draft" suggests a *decrease* of \$13,600 over the current year's operating expenditure budget, or 5.2%. This figure, as usual, reflects no changes in staff salaries. Council should decide whether or not to apply increases in these salaries; historically, council has approved 3% across-the-board increases. Council has not reviewed these salaries in several years for increases based on merit, longevity, or increased responsibilities and may wish to consider those factors as well. Note that the "Assistant/Deputy" position is given a \$10,500 budget amount; this is not a salaried position, and the \$10,500 is a maximum suggested allocation for the position. Currently, this position requires 12 hours per week, corresponding to the time the town hall is open for regular business hours. The hourly rate for this position is currently \$13.00.

## Reading the Chart

In the right-hand column, headed "2013 proposed", bold-faced numbers are the totals within each budgetary department. These numbers add up to the total of \$250,045. These are the categories that ultimately end up in the adopted budget ordinance and within which the town must operate; numbers within these departments are "flexible", and may be changed during the fiscal year as needed without budget amendments as long as the departmental totals in the ordinance are not increased. Salaries are shown in white, at the same amount as the current year. "Employee Overhead" is also shown in white at the same amount as the current year, and may increase if salaries increase. The three figures in the "dotted" cells are simply sub-subcategories within subcategories.

## Major Increases

1. **"Beautification, Maintenance"**: additional Christmas lights and possibly more frequent banner changes will necessitate larger expenditures in this category. **Increased from \$4,800 to \$5,800.**
2. **"Elections"**: This being a municipal-election fiscal year, we will be liable for the cost of an election. **Increased from \$600 to \$4,200.**
3. **"Tax Collection"**: The deputy tax collector is expected to spend slightly more time on delinquent taxes as we begin to implement debt setoff and garnishment collection methods. There will also be additional data-collection and postage costs to acquire and process the additional information on delinquent taxpayers required for these collection methods. Finally,

the county will be collecting FY2012 delinquent taxes as well as current FY2013 taxes, which will increase its commission slightly. **Increased from \$2,800 to \$3,700.**

### **Major Decreases**

1. **"Fire Department"**: Since this amount was increased by amendment in order to fund a trail rescue vehicle for the fire department, returning fire department funding to its original amount based on our fire suppression contracts represents a budgetary decrease "on paper". **Decreased from \$21,000 to \$12,000.**
2. **"Office: Equipment"**: With the implementation of GASB 34 accounting practices, we account for all major equipment purchases (over \$500) in the "Capital Outlay" rather than in the "Office" department. Less costly equipment will still be accounted for in the "Office" department. **Decreased from \$7,200 to \$2,400.**
3. **"Office: Supplies"**: Our costs in this area have never come close to the budgeted amount, and we expect those costs to remain fairly consistent next year. **Decreased from \$5,000 to \$4,000.**

Most line items and even most departmental appropriations remain unchanged for FY2013-14. The budget amounts approved by council in recent years appear to be representing the town's overall spending priorities quite well, and as such there is no need to modify those budget amounts.

The renewal documentation provided by the NC League of Municipalities for our dental and life insurance coverages through the MIT Benefits Trust provided information on several additional coverages available. The Trust's vision plan costs \$7 per month per employee and offers surprisingly good vision and eyeglass coverage for that amount, and the dental plan may be upgraded to the Plan III, which provides an 80%-20% coinsurance and a \$1,500 annual maximum, for an additional \$9 per month per employee. Council may wish to consider these improved coverages.

At the April 11, 2013 meeting, council should consider three items related to the budget:

1. determine salary figures for next year
2. decide on whether or not to include upgraded coverages in the MIT
3. advise the budget officer of any changes council wishes to make to the other appropriations so that the formal proposed budget may be presented to council in May.

TOWN OF MINERAL SPRINGS									
2013-2014 BUDGET: PRELIMINARY APPROPRIATION WORKSHEET (4/11/2013)									
Appropriation dept		Trend	2011	2011	2012	2012	2012	2013 proposed	
		12g '13	budget	actual	budget	(7/1-3/31)	(est. final)		
Advertising		↔	\$1,800	\$ 720	\$1,800	\$ 414	\$ 414	\$	1,800
Attorney		↔	\$9,600	\$ 4,180	\$9,600	\$ 3,151	\$ 4,251	\$	9,600
Audit		↻	\$3,900	\$ 3,900	\$4,200	\$ 4,200	\$ 4,200	\$	4,500
Community Involvement		↻	\$16,700	\$ 14,788	\$18,900	\$ 6,884	\$ 18,484	\$	19,900
	Beautification, Maintenance	↻	\$4,800	\$ 3,728	\$4,800	\$ 4,365	\$ 5,865	\$	5,800
	Charities, Agencies	↔	\$8,500	\$ 9,300	\$9,500	\$ 300	\$ 9,300	\$	9,500
	Special Events	↔	\$1,000	\$ 114	\$1,000	\$ -	\$ 300	\$	1,000
	Park & Greenway Maint	↔	\$2,400	\$ 1,646	\$3,600	\$ 2,219	\$ 3,019	\$	3,600
Contingency		↔	\$3,000	\$ -	\$2,900	\$ -	\$ -	\$	3,000
Dues		↻	\$4,525	\$ 4,211	\$4,625	\$ 4,530	\$ 4,530	\$	4,725
	Chamber	↔	\$300	\$ 300	\$300	\$ 300	\$ 300	\$	300
	COG	↔	\$750	\$ 750	\$750	\$ 750	\$ 750	\$	750
	IOG	↔	\$300	\$ 251	\$300	\$ 287	\$ 287	\$	300
	League	↻	\$2,800	\$ 2,660	\$2,900	\$ 2,928	\$ 2,928	\$	3,000
	Other	↔	\$375	\$ 250	\$375	\$ 265	\$ 265	\$	375
Elections		↻	\$ 4,200	\$ 2,597	\$600	\$523	\$ 523	\$	4,200
	Contract	↔	\$600	\$ 508	\$600	\$ 523	\$ 523	\$	600
	Municipal	↻	\$3,600	\$ 2,089	\$0	\$ -	\$ -	\$	3,600
Employee Overhead			\$21,900	\$ 21,064	\$22,900	\$ 14,938	\$ 20,688	\$	22,900
Fire Department		↻	\$12,000	\$ 12,000	\$21,000	\$ 8,691	\$ 20,691	\$	12,000
Insurance		↔	\$4,500	\$ 3,595	\$4,500	\$ 3,649	\$ 3,649	\$	4,500
Leases			\$0	\$ -	\$0	\$ -	\$ -	\$	-
Newsletter		↔	\$2,400	\$ 809	\$2,400	\$ 638	\$ 1,288	\$	2,400
Office			\$118,256	\$ 102,169	\$118,412	\$ 76,706	\$ 103,128	\$	111,612
	Salary: Clerk		\$28,116	\$ 28,116	\$28,956	\$ 21,572	\$ 28,956	\$	28,956
	Salary: Assistant/Deputy	↔	\$12,000	\$ 8,972	\$10,500	\$ 6,201	\$ 8,400	\$	10,500
	Salary: Finance Officer		\$27,240	\$ 27,240	\$28,056	\$ 20,902	\$ 28,056	\$	28,056
	Salary: Mayor	↔	\$4,800	\$ 4,800	\$4,800	\$ 3,600	\$ 4,800	\$	4,800
	Salary: Council	↔	\$7,200	\$ 7,200	\$7,200	\$ 5,400	\$ 7,200	\$	7,200
	Equipment	↻	\$7,200	\$ 2,143	\$7,200	\$ 776	\$ 1,776	\$	2,400
	Supplies	↻	\$5,000	\$ 2,994	\$5,000	\$ 2,658	\$ 3,658	\$	4,000
	Postage	↔	\$800	\$ 566	\$800	\$ 741	\$ 1,041	\$	800
	Telephone, Internet, Security	↔	\$6,800	\$ 6,140	\$6,800	\$ 4,903	\$ 6,178	\$	6,800
	Reserve/Misc	↻	\$2,000	\$ 223	\$2,000	\$ 423	\$ 500	\$	1,000
	Town Hall Maint	↔	\$11,500	\$ 9,782	\$11,500	\$ 6,323	\$ 8,216	\$	11,500
	Equip. & Supplies	↔	\$2,500	\$ 1,692	\$2,500	\$ 1,116	\$ 1,616	\$	2,500
	Services	↔	\$9,000	\$ 8,090	\$9,000	\$ 5,207	\$ 6,600	\$	9,000
	Utilities	↔	\$5,600	\$ 3,993	\$5,600	\$ 3,207	\$ 4,347	\$	5,600
Planning			\$ 40,276	\$ 25,330	\$ 41,008	\$ 19,929	\$ 28,126	\$	37,008
	Parks & Greenways	↻	\$6,000	\$ 27	\$6,000	\$ -	\$ -	\$	3,000
	Zoning Ord. & Planning Board	↔	\$2,000	\$ -	\$2,000	\$ 275	\$ 1,595	\$	2,000
	Zoning Administration		\$29,276	\$24,872	\$30,008	\$ 19,227	\$ 25,604	\$	27,008
	Salary		\$24,276	\$ 24,276	\$25,008	\$ 18,631	\$ 25,008	\$	25,008
	Contract & Other	↻	\$5,000	\$ 596	\$5,000	\$ 596	\$ 596	\$	2,000
	Land Use Plans	↻	\$0	\$ -	\$0	\$ -	\$ -	\$	2,000
	Reserve/Misc	↔	\$3,000	\$ 431	\$3,000	\$ 427	\$ 927	\$	3,000
	Annexation		\$0	\$ -	\$0	\$ -	\$ -	\$	-
Street Lighting		↻	\$1,800	\$ 1,786	\$2,000	\$ 1,261	\$ 1,901	\$	2,200
Tax Collection		↻	\$11,544	\$ 10,518	\$2,800	\$ 2,117	\$ 2,782	\$	3,700
	Salary	↻	\$9,744	\$ 9,744	\$1,500	\$ 1,170	\$ 1,560	\$	1,800
	Contract	↻	\$0	\$ -	\$1,000	\$ 947	\$ 1,047	\$	1,200
	Postage	↻	\$700	\$ 372	\$100	\$ -	\$ 50	\$	200
	Listing, Advertising	↔	\$700	\$ 294	\$0	\$ -	\$ -	\$	-
	Billing	↻	\$400	\$ 108	\$200	\$ -	\$ 125	\$	500
Training		↔	\$3,000	\$ 519	\$3,000	\$ 1,034	\$ 2,034	\$	3,000
	Officials	↔	\$1,000	\$ -	\$1,000	\$ 875	\$ 875	\$	1,000
	Boards	↔	\$1,000	\$ -	\$1,000	\$ -	\$ 500	\$	1,000
	Staff	↔	\$1,000	\$ 519	\$1,000	\$ 159	\$ 659	\$	1,000
Travel		↔	\$3,000	\$ 1,987	\$3,000	\$ 1,912	\$ 2,212	\$	3,000
Capital Outlay			\$ 37,169	\$ 1,205	\$ 37,405	\$ 15,086	\$ 24,086		
Operating Expenditures		↻	\$ 262,401	\$ 210,173	\$ 263,645	\$ 150,577	\$ 218,901	\$	250,045
Totals			\$299,570	\$211,378	\$301,050	\$ 165,663	\$ 242,987	\$	250,045



## Vicky Brooks

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**From:** DAVET497@aol.com  
**Sent:** Tuesday, March 26, 2013 12:02 AM  
**Subject:** proclamation request for Lyme disease awareness month for May 2013  
**Attachments:** Lymediseaseproclamation2013.doc; Lymediseaseproclamation2013.doc

Dear Mayors, Council members, Town Managers and Town Clerks,

My name is LtCol Dave Tierney USMC (retired) and for the last 4 years I have been asking North Carolina towns and cities to do a proclamation recognizing Lyme disease in our state. I was very sick in 2006 but after I was treated for Lyme disease was able to return to my pilot duties with Delta Air Lines. I most likely contracted the disease while serving in the Marine Corps outside of Jacksonville, NC in 1994. For years I was told there is no Lyme disease in North Carolina and therefor denied a diagnosis and treatment. Only my persistence in seeking a health resolution saved me from medical retirement with Delta. After my ordeal in regaining my health, I decided to do all I could to help get the word out about Lyme in our state. Data obtained by the NC state health department now reveals residents are contracting Lyme disease in NC. For the year 2012, over 1000 Lyme disease cases events were opened and recorded by our Division of Public Health. But many residents and health care providers are not aware of these increasing numbers or the change in guidance from our health department that Lyme is occurring in our state. Through proclamations from every town and city in North Carolina, I am hoping that we can improve education of NC residents and NC health care providers towards both prevention and awareness of this disease. Since proclamations are posted and seen by local residents and picked up by news organizations, this is one of the best methods to reach and inform every citizen in our state.

In 2011 we were able to get a record 102 towns and cities to do proclamations. There is a good chance that your town was one. This year we are again asking for your support in doing another proclamation and helping to increase awareness of Lyme disease in our state. For years it was thought that Lyme disease was not being contracted here but recent studies and health data from the North Carolina Department of Public Health shows that residents throughout the state are now contracting this disease. As of the start of 2012 only **Wake County** was endemic for Lyme disease. Here is the media link when Wake County became endemic in 2010 - <http://www.newsobserver.com/2010/03/18/394678/lyme-disease-found-in-wake.html>

Now the **Counties of Guilford and Haywood** are also classified as endemic for Lyme disease by the North Carolina Department of Public Health. This means those residents living within these counties are at a greater risk of contracting the disease. Based on these findings, Lyme disease is now found throughout our state as these counties are located in both the mountains, center and coastal regions of North Carolina. But many residents of these counties, including a majority of NC residents in general, are not aware of the actual threat of Lyme disease within our state and the diseases that ticks may transmit to humans. Our state budget for educational and health related information about Lyme disease is limited, like so many budgets today. Proclamations are an affordable and effective means to educate residents and increase awareness of local governments.

Therefore to help promote education, awareness and prevent future cases of this disease I am asking that your town/city proclaim the month of May as Lyme disease awareness month. May is also national Lyme disease awareness month for the entire nation. Attached is the suggested wording for the proclamation. Please feel free to change or modify to meet the needs of your proclamation requirements.

Please contact me should you need any additional information. Please mail copies of completed proclamations to my address below or send them via e-mail. Thank you for your support in this important health awareness project. It takes just a small amount of time to make a major impact towards the prevention and awareness of this disease. Your participation will help us reach our goal of 150 towns and cities doing Lyme disease proclamations this year. Please bring this proclamation to the attention of your local media with the hope that they will publish the proclamation information about Lyme disease to help inform and educate local residents on this raising health threat. Thank you once again.

LtCol Dave Tierney USMC (Ret)  
117 Wilander Dr.  
Cary, NC 27511  
phone 919 244 8566

# *Proclamation*

## *2013 Lyme Disease Awareness Month*

*Whereas*, infected ticks carrying the bacteria, *Borrelia burgdorferi* which causes Lyme disease, continue to spread throughout North Carolina as 3 counties are now classified as “endemic” for Lyme disease; and

*Whereas*, the total numbers of both suspected and confirmed Lyme disease cases reported to our state health department continues to rise each year with over nearly 1000 case events reported in 2012; and

*Whereas*, ticks commonly found in North Carolina have been known to transmit Lyme disease, Rocky Mountain Spotted Fever, Ehrlichiosis, STARI, Babesiosis and Anaplosmosis to residents; and

*Whereas*, the North Carolina Division of Public Health encourages physicians and health care providers to consider the diagnosis of Lyme disease in patients who present the symptoms of infection, even if the patient has no travel history outside of North Carolina; and

*Whereas*, Lyme disease is difficult to diagnoses because it imitates other conditions and no reliable laboratory test can prove who is either infected or bacterial-free, which often leads to under-diagnosis or misdiagnosis; and

*Whereas*, early indicators of infection include: “bullseye” looking rash with flu-like symptoms, characterized by chills, headache, fatigue, muscle and joint aches and swollen lymph nodes; and

*Whereas*, weeks or months later, patients with untreated or under-treated Lyme disease can suffer from permanent and sometimes life-threatening damage to the brain, joints, heart, eyes, liver, spleen blood vessels and kidneys. For this reason it is imperative that all who may be exposed to Lyme disease receive immediate treatment; and

*Whereas*, the best solution to reduce the risk of contracting Lyme disease is awareness and education about the seriousness of the illness and the need for our residents, especially children, to practice personal preventive techniques when engaging in outdoor activities - such as frequent tick checks, use of tick repellent and proper tick removal; and

*Whereas*, the warm summer months are considered the most active time for ticks and when the majority of residents are exposed to ticks during outdoor activities. Therefore it is important that residents are aware of the potential for acquiring Lyme disease in our town and the preventive measure they can take to minimize the risk of infection.

*Now, Therefore, I*, Frederick Becker, III, by virtue of the authority vested in me as Mayor of the Town of Mineral Springs in the State of North Carolina do hereby proclaim the month of May 2013 as Lyme disease awareness month.

*In Witness Of*, I have hereunto set my hand and caused the Seal of the City to be affixed this 11th day of April of 2013.

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Frederick Becker III, Mayor

ATTEST:

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Vicky A Brooks, CMC, Town Clerk

*Child Abuse Prevention and  
Sexual Assault Awareness Month  
Proclamation  
April 2012*

*Whereas*, preventing child abuse and neglect, and sexual violence is a community problem affecting both the current and future quality of life of a community;

*Whereas*, Union County Department of Social Services accepted 1,441 reports of child abuse representing over 4,275 children in 2011;

*Whereas*, more than 800 victims and family members were served through United Family Services' through Victim and Clinical Services during FY2011;

*Whereas*, 97% of the children served by the Tree House Children's Advocacy Center were sexually abused by a trusted relative or other known person and 24% of the children served were sexually abused by other children in FY2011;

*Whereas*, over 87% of the sexual assault victims were under the age of 19; 68% of children served were under the age of 13; 26% were under the age of 5;

*Whereas*, child abuse and neglect not only cause immediate harm to children, but are also proven to increase the likelihood of criminal behavior, substance abuse, health problems, and risky behavior thereby increasing the cost of community support services;

*Whereas*, all citizens should be protected from sexual and physical violence;

*Whereas*, United Family Services' Victim and Clinical Services programs exists because of partnerships created among social service and healthcare agencies, schools, faith communities, civic organizations, law enforcement agencies, and all members of Union County;

*Therefore*, the Town of Mineral Springs does hereby proclaim April as Child Abuse Prevention and Sexual Assault Awareness Month in Mineral Springs and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in efforts to support families, thereby preventing child abuse and sexual violence and strengthening the communities in which we live.

*Dated* this the 12<sup>th</sup> day of April, 2012.

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Frederick Becker, III, Mayor

ATTEST:

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Vicky Brooks, CMC, Town Clerk

March 20, 2013

Dear Mayor and Council Members,

Founded in 1909, Safe Alliance (formerly United Family Services) mission is providing hope and healing to people in crisis. In Union County, Safe Alliance provides a continuum of critical crisis services to those victimized by sexual assault, physical abuse or homicide. In Union County, we offer The Tree House Children's Advocacy Center, a 24-hour rape crisis program and hotline, safety planning services, hospital accompaniment, case management, systems advocacy, support groups, court advocacy/ accompaniment and legal representation. We also specialize in trauma-informed counseling for those struggling with emotional crisis and deliver these services to individuals, couples and families.

The Tree House Children's Advocacy Center (CAC) is nationally accredited by the National Children's Alliance. **The Tree House** enhances community interagency collaboration, coordination, and comprehensive services to ensure children are not re-victimized by a system designed to protect them. Child and adult survivors are better able to recover and heal from the trauma of their victimization and move forward with their new lives.

One in four girls and one in six boys will be a victim of sexual assault by the age of 18; nine out of ten will never tell (N.C. Coalition on Sexual Assault). Rape is known to be the most under-reported crime. In 2012, 88% of the victims served were under 19; 63% of the victims were under the age of 13 and 23% were under the age of 5. Ninety-eight percent of victims served by Safe Alliance in Union County were abused by a relative or known person. Twenty-one percent were child-on-child abuse victims. In 2012, 637 victims & family members were served through Clinical and Victim Advocacy Services for trauma. Victims of sexual assault/abuse come from all socio-economic and ethnic groups. In 2012, the Department of Social Services accepted 1,293 reports of child abuse in Union County representing 2,851 children.

Without proper trauma focused counseling and support, the long-term effects of sexual assault can be devastating. Child victims of sexual assault/abuse are prone to many long-term negative consequences, including being 3 times more susceptible to suffering from depression, post-traumatic stress disorder, and other chronic mental illnesses. Sexually and physically abused children are 13 times more likely to abuse alcohol and 26 times more likely to abuse drugs. Moreover, 75% of women in treatment programs for drug and alcohol abuse report having been sexually abused as children.

Please join Safe Alliance in supporting victims and family members impacted by violent crimes by making a financial contribution of \$1,000 to \$2,500. Funds received are used as non-restricted funds for uncovered operating expenses for Victim and Clinical services. Safe Alliance provides hope and healing to people in crisis. Thank you for your consideration in partnering with Safe Alliance enabling us to continue making a critical difference in the lives of families victimized by sexual assault, physical abuse and witnesses to violence.

## Partnership opportunities for community members:

### Volunteer at Safe Alliance

- Accompany a victim at the hospital as a Rape Crisis Companion
- Become an advocate at The Tree House or accompany a victim & family in court
- Help us with Projects
- Contribute items on the Wish List; Join our Speaker's Bureau
- Organize a presentation or tour for your faith, civic or social groups

### Make a Contribution, Participate or Organize Fundraising Events

- Beach Blues and BBQ Corn Hole Tournament—May 4<sup>th</sup> Register On-Line!
- Champions for Children—May 17<sup>th</sup>
- AW SHUCKS preseason opening and BBQ—September
- Select Safe Alliance as a recipient of a fundraising event in your community

### Recognized April: Child Abuse Prevention and Sexual Assault Awareness Month

- Wear a blue ribbon
- Recognize April events and links to Safe Alliance on your newsletter or website
- Attend "Stewards of Children" training on Recognizing and Reporting Child Abuse and Neglect on April 18<sup>th</sup> or 19<sup>th</sup>.
- Coordinate a group from your community to participate in the Victim's Rights March—April 13<sup>th</sup>.

### Attend a Family Connections Tour to learn first-hand about the difference that Safe Alliance makes in Union County.

- Wednesday, April 17<sup>h</sup> 8:30—9:30am
- Thursday, May 16<sup>th</sup> 8:30—9:30am

Please feel free to contact me at 704-290-0150 or [pamela.caskey@safealliance.org](mailto:pamela.caskey@safealliance.org) if you have any additional questions. Thank you for your consideration.

With Sincere Thanks & Appreciation,

*Pamela B. Caskey*

**Pamela B. Caskey | Region Director**

# “I’m not sure I have time...”

Each year, more than 350 people volunteer their time to help Safe Alliance serve community needs. Whether providing general office support, accompanying a woman to the hospital or a child and family at The Tree House Children’s Advocacy Center, providing information at health fairs or creating community awareness about our services, volunteers are bringing about positive change in the lives of those around them.

## *If you have 2 hours/month to give:*

You can organize a drive for items on our wish list

## *If you have 4 hours/week to give:*

You can provide much-needed phone, clerical and data entry support.

## *If you have 6 hours/month:*

You can spread the word about our services through our Speaker’s Bureau and community events.

## *If you have 12 or more hours/week:*

You can provide emotional support, advocacy and crisis intervention to victims & their families impacted by sexual assault, child abuse or violent crimes in Victim Services & The Tree House Children’s Advocacy Center.

## *If you can give seasonal help:*

You can serve on a committee that raises funds or creates awareness to support our programs and services.

In Union County, Safe Alliance provides The Tree House Children’s Advocacy Center, a 24-hour rape crisis hotline, safety planning services, hospital accompaniment, case management systems advocacy, support groups, court advocacy, accompaniment and legal representation. We also specialize in trauma-informed counseling for those struggling with emotional crisis and deliver these services to individuals, couples and families.



# “...I do have time to volunteer”

Volunteer Opportunity	Volunteer Activity	Training & Time Commitment	Volunteer Requirements
<b>Rape Crisis &amp; Tree House Children's Advocacy Center Companion</b>	Assist sexual assault victims & families at the hospital and respond to phone calls for a 24/7 sexual assault hotline. May also accompany victims & families at The Tree House Children's Advocacy Center or court in order to provide support and information.	Volunteers participate in 24 hours of initial training; Volunteers typically take up to five shifts a month either 6am-6pm or 6pm-6am; Attend companion meetings. Commitment to one year of service.	Must be at least 21 years old; have a driver's license; be able to work with diverse populations and in crisis situations; must provide a formal application and participate in an interview and background check.
<b>Speaker's Bureau or Community Liaison</b>	Identify and assess emerging needs and trends in the regional service area. Identify and pursue local relationships for opportunities for collaboration/ partnerships. Increase community awareness and development opportunities.	Participate in Speaker's Bureau training. Represent Safe Alliance through community presentations and health fairs	Passion to help connect people to Safe Alliance. Keep abreast of local community needs, trends & opportunities; Public Speaking Skills- Speaker's Bureau. Invite other people to Family Connections events to learn about the agency.
<b>Community-Based Violence Prevention Task Force Member</b>	The team reaches out to the community through education, awareness, and the prevention of child abuse/neglect, domestic violence and sexual violence.	Attend meetings on a monthly basis; usually held the fourth Thursday of the month from 9am-10am.	Passion to help others and help end violence in our community. Assist with community awareness events, such as health fairs (National Night Out & Violence Prevention Awards Luncheon).
<b>Marketing &amp; Development</b>	Assisting South Region Director with the coordination, development and delivery of program services, community communications and acknowledgements Manage community database.	Flexible daytime and/or evenings.	Must be proficient in Microsoft Office programs including Excel and Access. Ability to communicate effectively in written and oral expression.
<b>Fund Raising; Special Event Hosts</b>	Coordinate various fund raising events and community awareness projects.	Fundraising event request and use of agency name/logo will have to be reviewed by Safe Alliance Advancement office.	Passion and ability to coordinate community fundraising events to financially support programs of Safe Alliance.
<b>Muralist /Artist</b>	Create murals or other artwork for The Tree House Children's Advocacy Center, and other areas within Safe Alliance.	Flexible during office hours and scheduling consideration for clients	Proposed artwork and ideas must be approved by South Region Director. Access to supplies helpful.
<b>Site Maintenance General Housekeeping</b>	Assist in window washing, cleaning of blinds, carpet, and other minor household chores. Landscaping and maintenance of flower beds, shrubs and natural areas.	Seasonal	Light physical labor, gardening tools, and access to supplies.
<b>Office/Clerical Support</b>	Answering and directing phone calls; filing; assemble marketing packages; data entry and maintenance of large database.	Availability of daytime and some late afternoon or evening help	Must be proficient in computer skills. Great customer services and communication and multi-tasking skills.

Join us for a Family Connections Tour to learn about Safe Alliance.

For more information or to volunteer contact:

Pamela Caskey at 704-226-1352 or [pamela.caskey@safealliance.org](mailto:pamela.caskey@safealliance.org)



Safe Alliance provides accessible, affordable, high-quality services that create life-changing hope for our clients in Cabarrus, Mecklenburg Union and south Iredell counties.



Safe Alliance provides a continuum of critical crisis services to those victimized by domestic violence, sexual assault or child abuse. In Union County, we offer The Tree House Children's Advocacy Center, a 24-hour rape crisis hotline, safety planning services, hospital accompaniment, case management, systems advocacy, support groups, court advocacy/ accompaniment and legal representation. We also specialize in trauma-informed counseling for those struggling with emotional crisis and deliver these services to individuals, couples and families.

Safe Alliance assists over 20,000 people annually throughout our geographic footprint that includes Cabarrus, Mecklenburg, Union and south Iredell counties. We also reach 20,000 more people through our educational and prevention programs as well as institutional advocacy efforts.





## Protecting Children Is a Job for Adults!

**Darkness to Light's Stewards of Children** is a revolutionary sexual abuse training program which educates adults to prevent, recognize and react responsibly to child sexual abuse. The program teaches that child safety is an adult's job. This free training program integrates principals to promote the understanding and the impact of child abuse and empowerment to respond as an accountable adult. Designed for parents and organizations who serve children and youth.

**Thursday, April 18 6:00-8:30pm**  
**CMC-Waxhaw**  
**2700 Providence Road South, Waxhaw, NC**

**Friday, April 19<sup>th</sup> 9:00-11:30am**  
**Union Baptist Association-WMU**  
**1744 Williams Road, Monroe, NC**

To Register or call for more information,

Call 704-226-1352 or e-mail

[Pamela.Caskey@safealliance.org](mailto:Pamela.Caskey@safealliance.org)

604 Lancaster Ave., Monroe NC

Safe Alliance provides a continuum of critical crisis services to those victimized by sexual assault, child abuse and other violent crimes. In Union County, we offer The Tree House Children's Advocacy Center, 24-hour crisis rape crisis hotline, shelter, safety planning services, hospital accompaniment, case management, systems advocacy, support groups, court advocacy, accompaniment and legal representation.

We also specialize in trauma-informed counseling for those struggling with emotional crisis and deliver these services to individuals, couples and families.

Safe Alliance provides accessible, affordable, high-quality services that create life-changing hope and healing for children and families.



Let's start doing our job!

# STEP UP!!!

## Victim's Rights March

Saturday, April 13<sup>th</sup>, 2013



### **Registration Starts at 8:30am**

Safe Alliance, 604 Lancaster Ave, Hwy 200S  
Monroe, NC 28112

### **Walk Ends at**

Union County Courthouse,  
500 Main St., Monroe, NC 28112

### **Team Registration & Contributions Welcome!**

To Register or for more information, call

704-290-0163 or e-mail

[Ashley.Lantz@safealliance.org](mailto:Ashley.Lantz@safealliance.org)

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# The Tree House Children's Advocacy Center

The goal of *The Tree House Children's Advocacy Center* is to provide a multi-disciplinary, community-based team of professionals committed to supporting child victims and their non-offending family members through medical treatment, crisis intervention, counseling, advocacy, investigation, and prosecution. The CAC will reach out to the community through prevention education and awareness events. **The vision of *The Tree House Children's Advocacy Center* is to provide leadership in the community, ensuring that children are safe and are provided a voice when exposed to child abuse. Every child will be free from fear of abuse; that is a victim of abuse is heard; will be protected from harm; will understand that abuse is inappropriate and not their fault; will be aware that services are available to support them and their family and every individual in our community is responsible for protecting children.**

## Services:

- ✓ A place where children and families **receive comprehensive services** for child abuse; a place where children are listened to, respected, and can tell their story once in an effort to **avoid re-victimization**.
- ✓ Available to Law Enforcement & Social Services investigators for interviews & medical evaluations.
- ✓ Brings together a **multidisciplinary team (MDT) of professionals** from many disciplines through our partner agencies including law enforcement agencies, child protective services, the medical community, the legal community, and mental health and advocacy organizations. MDT members participate in **monthly case review** sessions.
- ✓ **Offers counseling, support groups, play therapy, court education and advocacy services** for child abuse victims and non-offending parents/caregivers for support and services from the investigation to prosecution phases and throughout the treatment period.
- ✓ Provides **professional prevention education and awareness** of the prevalence of sexual assault in efforts to reduce the incidence of child abuse. including **"Recognizing, Responding and Reporting Child Abuse and Neglect," "Keeping Children Safe," & "Stewards of Children."**

## Why a Children's Advocacy Center in Union County?

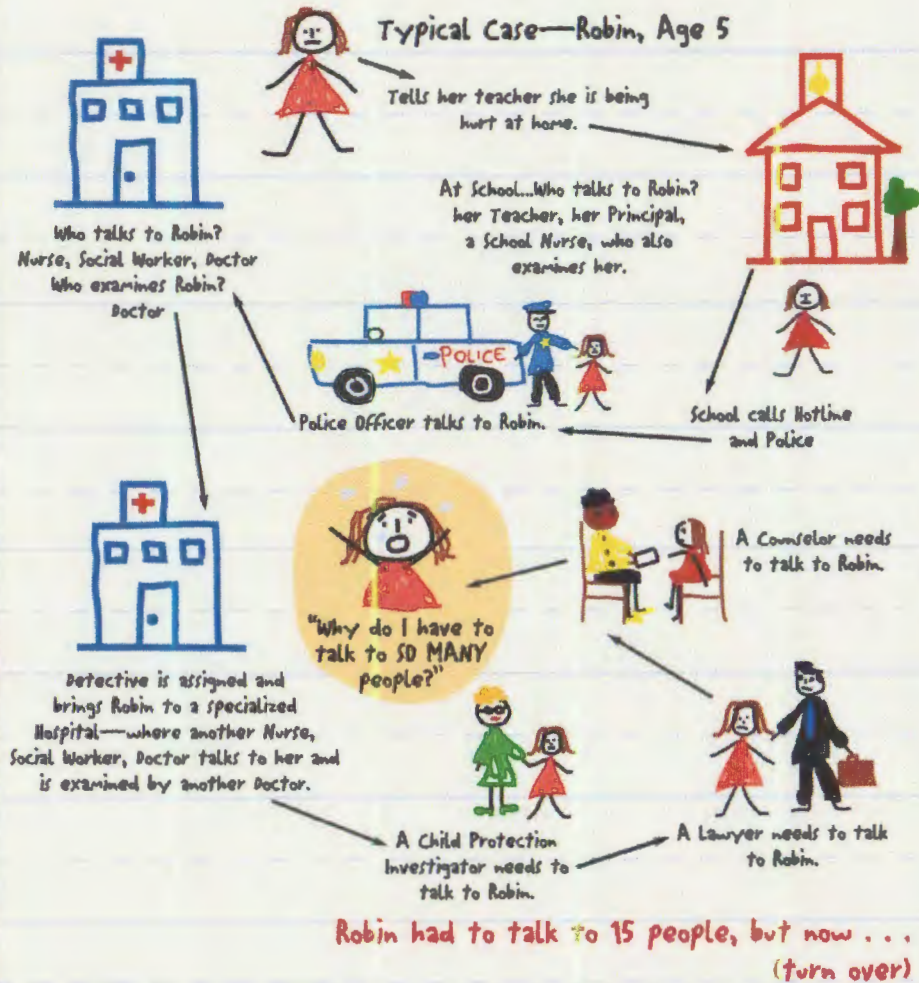
- Child abuse is a **community epidemic** with **long-term consequences** for the child, family, & society.
- **1 in 4 girls & 1 in 6 boys** will be **abused** by 18.
- 9 out of 10 children do not tell; they may not recognize victimization as sexual abuse.
- 75% of disclosures are accidental.
- 89% of sexual assault victims are under the age of 19; (FY2012)
- 63% of children served are under the age of 13; 23% are under the age of 5. (FY2012)
- 15% of children are victims of other children. (FY2012)
- 98% of offenders are parents, step-parent, family boy/girl friend, sibling, other relative or know person.
- 637 children, adults & their family members were served by United Family Services. (FY2012)

## How You Can Help Protect Children:

- **Recognized abuse as a community problem; child abuse requires a community response from every adult.**
- Wear or display a **blue ribbon** to support & talk about child abuse prevention.
- **Learn the signs of abuse & neglect and learn how to make a report.** Attend a training offered by Safe Alliance on keeping children safe and parent education.
- Provide **financial support** through a tax deductible donation or in-kind donation.
- Sponsor or attend events/fundraisers to show support and awareness for abused children & families.
- Invite Safe Alliance to present a program for your professional, social or civic group.

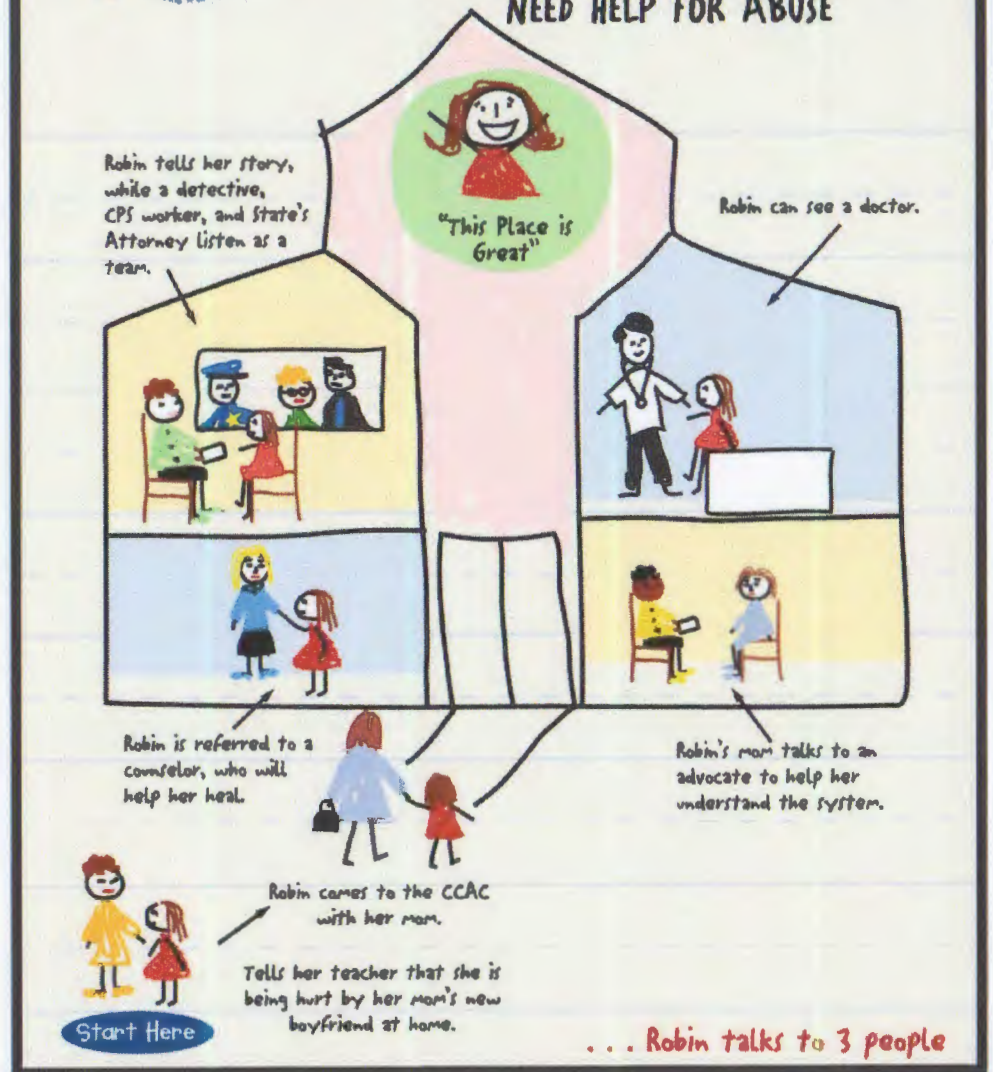
## Changing the Child Abuse System

### WHAT USED TO HAPPEN WHEN KIDS NEEDED HELP FOR ABUSE



## Changing the Child Abuse System

### WHAT HAPPENS TODAY WHEN KIDS NEED HELP FOR ABUSE



# CORNHOLE tournament

presented by Safe Alliance  
at City of Monroe: Beach Blues and BBQ Festival

**Proceeds benefit The Tree House Children's Advocacy Center.**

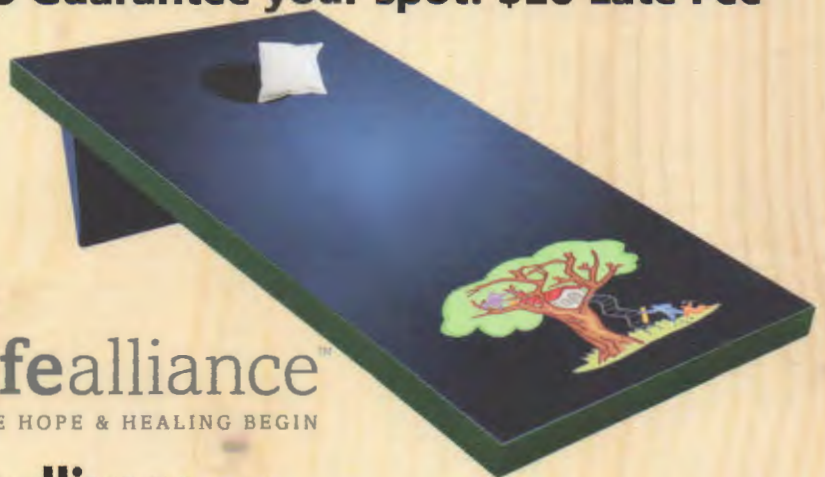
The tournament and the festival are wonderful opportunities to enjoy time with your family while supporting victims of child abuse in Union County.

- Date:** Saturday, May 4th    **Early Registration by April 25th**
- Time:** Check-In 11:00am:    **Games Begin at 12:00 noon**
- Cost:** \$50 per Adult Team; \$30 per Youth Team (Age 12 & Under)
- Location:** Beach Blues and BBQ Festival  
Main Street Downtown Monroe, NC

The Tree House offers a child a friendly and safe environment where abused children, teens, and their families begin their journey of hope and healing.

***Sponsorship Opportunities Available, Call Today!***

**Pre-Registration by April 25th to Guarantee your spot! \$10 Late Fee  
Trophies & Prizes Awarded!**



**Register online at [www.safealliance.org](http://www.safealliance.org)  
or call Safe Alliance at 704.226.1352: 604 Lancaster Ave., Monroe, NC**

# MEMO

**To:** Mineral Springs Town Council  
**From:** Rick Becker  
**Date:** April 5, 2013  
**Subject:** Authorization to purchase flowers for the downtown intersection

We have not received a funding request from the Waxhaw Mineral Springs Optimist Club this year, and in recent years we have depended upon them to plant flowers at the corner of Highway 75 and Potter Road in time for the Queen's Cup Steeplechase event. I do know that the Club is "spread thin" right now and is currently working on some service projects that don't require funding, so I don't know if they can get this done this year.

I really would like to take the initiative myself and get that flower bed back into shape and planted since the Queens Cup is less than three weeks away. At least one truck has run over the landscape blocks and scattered them, so I first need to rebuild the block border. I would then like to select some flowers that can survive in dry conditions. The soil is located on top of asphalt and dries out quickly; last summer, the plants often wilted a day after watering even when I trucked water to them several times per week, and they never really flourished.

Since the planting area is located within the NCDOT right-of-way, there shouldn't be any conflict over improving private property with public funds. The town did purchase some pansies for me to plant there in 2010 or 2011, and they survived the fall and winter quite nicely!

I am requesting an expenditure of no more than \$100 from the "Community: Beautification and Maintenance" budgetary account.

# MEMO

**To:** Mineral Springs Town Council  
**From:** Rick Becker  
**Date:** April 11, 2013  
**Subject:** Revenue ramifications of Senate Bill 394

As many of you know, the North Carolina general assembly is proposing a major statewide tax overhaul. Reports out of Raleigh over the past year have suggested that the general assembly is considering reducing or eliminating the personal income tax, reducing or eliminating the corporate income tax, replacing the loss of income taxes with increased or new sales taxes on a greater array of goods and services than are taxed currently, and modifying many specialized taxes.

Unfortunately, it now appears that the general assembly is also considering eliminating several taxes that specifically benefit municipalities, and eliminating municipal taxing authority in several other areas. Senate Bill 394, filed on March 25, 2013, would do the following:

- Eliminate the electricity franchise tax
- Eliminate the piped natural gas excise tax
- Eliminate local distribution of beer and wine excise taxes
- Eliminate municipal authority to establish business privilege licenses and repeal any such existing taxes

Some of these taxes would be replaced with additional sales taxes.

Of biggest concern to Mineral Springs would be the loss of the electric franchise tax. We are now receiving approximately \$180,000 per year from this source, which is approximately 60% of our total budget. If the franchise tax were replaced with a sales tax, the current sales tax distribution method is a quirky and convoluted formula based on each municipality's share of all property tax collected in the county. Since Mineral Springs total property tax levy is 0.03628% of the total property tax levy in Union County, we currently only receive approximately \$362.80 per \$1 million in sales tax collected in the county. If the same formula were used for sales tax on electricity, we would receive an almost insignificant distribution to "make up" for the loss of \$180,000 per year *that is paid by Mineral Springs businesses and residents on electricity they use in Mineral Springs.*

On April 3, the Senate Finance Committee suggested some changes in the proposed distribution formula for electricity sales taxes, but it would appear that under the revised formula Mineral Springs would receive 0.1993% of the total sales tax collected on electricity in Union County, which would still amount to only a few thousand dollars per year instead of \$180,000.

It appears that the state is attempting to finance its own general fund operations on the backs of municipalities. I will be updating Council at the April 11 meeting with the latest status of S394 so that Council can consider a plan of action to communicate our concerns to the general assembly.