# Union County, NC

Union County Government Center
500 North Main Street
Monroe, North Carolina

# Meeting Agenda

**Tuesday, June 16, 2026**
**6:00 PM**

**Board Room, First Floor**

## Board of Commissioners

***Chair Brian Helms***
***Vice Chair Christina Helms***
***Commissioner Clancy Baucom***
***Commissioner Melissa Merrell***
***Commissioner Errol Wedra***

## Closed Session - 5:15 PM

**26-360** **Closed Session**

**INFORMATION CONTACT:**
Lynn G. West, Clerk to the Board of Commissioners, 704-283-3853
**ACTION REQUESTED:**
Enter into Closed Session pursuant to NCGS 143-318.11.
**PRIOR BOARD ACTIONS:**
None.
**BACKGROUND:**
Enter into Closed Session for the following purpose(s):
1) pursuant to G.S. 143-318.11(a)(1), to prevent the disclosure of information that is privileged or confidential pursuant to G.S. 132-1.1(a); and
2) pursuant to G.S. 143-318.11(a)(3), to consult with an attorney in order to preserve the attorney-client privilege.
**FINANCIAL IMPACT:**
None.

## Opening of Meeting - 6:00 PM

**Invocation - Commissioner Melissa Merrell**

**Pledge of Allegiance**

## Informal Comments

## Public Hearing(s)

**26-320** **Public Hearing - Rezoning Petition 2026-CZ-007 Beulah Church**

**INFORMATION CONTACT:**
Bjorn E. Hansen, Planning Department, Senior Planner - Long Range Planning, 704-283-3690
**ACTION REQUESTED:**
Conduct public hearing for rezoning petition
**PRIOR BOARD ACTIONS:**
None
**BACKGROUND:**
This case is a request to rezone a 3.21 acre parcel appearing on the tax map as tax parcel 06-042-001J located on Beulah Church Road from B-2 with Conditions to B-2 with Modified Conditions. The rezoning request is an amendment to an existing conditional rezoning on the site and includes the following amended conditions:
1) Hours of operation changed from 9:00 AM to 9:00 PM to 6:30 AM to 9:30 PM

2) Any required privacy fence will be made of solid material to reduce noise
3) Trash and recycling pickup will occur between 9:00 AM and 5:00 PM

The second and third conditions were added by the Land Use Board at its May 19, 2026 meeting as a response to resident concerns over noise. These additional conditions were agreed to by the applicant. The Land Use Board then recommended approval on a 7-0 vote, citing consistency with the land use map used in the initial rezoning and increased flexibility for the owner.

If the Board of Commissioners wishes to make a decision on this rezoning petition, it can consider the following motions.
To *approve* the proposed amendment (the proposal is consistent with the current plan)
Motion
(i) Adopt the Ordinance Approving Revision to the Official Zoning Map of Union County, North Carolina, and (ii) adopt the consistency and reasonableness statement for approval.
To *deny* the proposed amendment (the proposal is inconsistent with the current plan)
Motion
(i) Deny rezoning petition CZ-2026-007 submitted by R. Dean Harrell; and (ii) adopt the consistency and reasonableness statement for denial.

**FINANCIAL IMPACT:**
None

**26-321** **Public Hearing - Rezoning Petition 2026-CZ-005 McAteer**

**INFORMATION CONTACT:**
Bjorn E. Hansen, Planning Department, Senior Planner - Long Range Planning, 704-283-3690

**ACTION REQUESTED:**
Conduct public hearing for proposed rezoning

**PRIOR BOARD ACTIONS:**
None

**BACKGROUND:**
This case is a request to rezone a 5.75 acre portion of a 17.21 acre parcel appearing on the tax map as tax parcel 09-384-013 located on South Rocky River Road from RA-40 to Light Industrial (LI) with Conditions. The rezoning request is a conditional rezoning, and includes the following conditions:
1) Limited to approved site plan dated April 6, 2026
2) Uses limited to office, warehouse and construction equipment and material storage
3) 5.75 acre portion will be subdivided from parcel
4) Five-year vesting of development rights
5) Development will meet all requirements of the Union County Unified

Development Ordinance on the date of approval

The Land Use Board unanimously recommended approval at its May 19, 2026 meeting, citing consistency with the Land Use Map and increased business opportunities.

If the Board of Commissioners wishes to make a decision on this rezoning petition, it can consider the following motions:

To *approve* the proposed amendment (the proposal is consistent with the current plan)
Motion
(i) Adopt the Ordinance Approving Revision to the Official Zoning Map of Union County, North Carolina, and (ii) adopt the consistency and reasonableness statement for approval.
To *deny* the proposed amendment (the proposal is inconsistent with the current plan)
Motion
(i) Deny rezoning petition CZ-2026-005 from Jeremy McAteer; and (ii) adopt the consistency and reasonableness statement for denial.
**FINANCIAL IMPACT:**
None

**26-335** **Public Hearing - Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)**

**INFORMATION CONTACT:**
Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630
**ACTION REQUESTED:**
Conduct a Public Hearing to consider the conveyance of 60.97 acres located within the Union County Industrial Park along Goldmine Road to McGee Corporation, their subsidiary or affiliated entity, for a new industrial facility.
**PRIOR BOARD ACTIONS:**
1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
2) October 20, 2025, Regular Meeting, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed $696,00 paid over a 5-year period beginning in FY 2028
3) December 8, 2025, Regular Meeting, Agenda Item #25-748 - Public Hearing for consideration of conveyance of county owned property
4) December 8, 2025, Regular Meeting, Agenda Item #25-749 - Consideration of conveyance of county owned property.
**BACKGROUND:**
The Union County Economic Development Department started

conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company has previously submitted an offer of $4,267,900.00, being $70,000 per acre. However, there are certain conditions existing on the land, which has reduced this offer to $4,136,650.00. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1 (the specific parcel considered for sale is Union County Tax Parcel #09372003D). McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The purchase consideration is $4,136,650.00 in cash, subject to all easements, right of ways, encroachments, and other restrictions of record. The Board of Commissioners has determined that the property subject to conveyance, with consideration of certain conditions existing on the land, has a fair market value of $4,136,650.00.

The land will be used for an industrial project with an approximate investment of $40,000,000 and the creation of 35 new jobs with a probable hourly wage of $30.28 per hour for employees on the property.

McGee Corporation intends to build a new 366,000 square-foot manufacturing facility on the property which will serve as its headquarters for design, sales, manufacturing, and distribution. This sale is made pursuant to private negotiation under G.S. 158-7.1

**FINANCIAL IMPACT:**

Union County would receive $4,136,650.00 in cash in exchange for the land. The project would also bring a prospective $40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of $30.28 per hour into Union County.

## Staff Recognition

**26-337** **Proclamation - America 250 Month**

**INFORMATION CONTACT:**

Liz Cooper, Public Communications, Director, 704-283-3587

**ACTION REQUESTED:**

Adopt Proclamation recognizing July 2026 as America 250 Month in Union County.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

On July 4, 2026, our nation will celebrate the 250th anniversary of this historic event, known nationwide as "America 250." This proclamation

recognizes the 250th anniversary of the signing of the Declaration of Independence on July 4, 1776, and encourages residents to reflect on the nation's founding principles of liberty, equality, and democracy. It also highlights Union County's contributions to the history of North Carolina and the United States, while encouraging participation in local commemorative events and activities that honor our shared history, promote civic engagement, and foster community pride and unity.

**FINANCIAL IMPACT:**

None.

**26-339** **Service Award Recognition**

**INFORMATION CONTACT:**

Jennifer Davis, Human Resources, Assistant Director, 704-283-3803

**ACTION REQUESTED:**

Short video will play to recognize employee service award recipients for Q2 including April, May, and June.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The employee recognition program acknowledges employees for full-time continuous service at the following intervals: 5 years, 10 years, 15 years, 20 years, 25 years and 30 years of service. We would like to recognize the following employees for full-time continuous service with Union County Local Government.

**FINANCIAL IMPACT:**

None.

**26-361** **Union County Sheriff's Office Update**

**INFORMATION CONTACT:**

Chief Deputy Tony Underwood, Union County Sheriff's Office

**ACTION REQUESTED:**

None

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

The Union County Sheriff's Office will provide an operational update to the Board of Commissioners.

**FINANCIAL IMPACT:**

None

## Consent Agenda

**26-345** **Write Off - FY26 Water & Sewer Delinquent Balances**

**INFORMATION CONTACT:**

Amy McCaskill, UC Water - Utility Business Services, Director, 704-283-3508

**ACTION REQUESTED:**
Approve the write-off of uncollectible water and sewer accounts as needed.
**PRIOR BOARD ACTIONS:**
None.
**BACKGROUND:**
N.C.G.S 25-2-725(1) and 1-52(1) place a statute of limitations on how far back delinquent water, sewer, and solid waste account balances can be collected. Water accounts can be collected up to 4 years past their final bill date while sewer accounts can only be collected up to 3 years past their final bill date. Any outstanding account balances past those dates are considered to be write-offs defined as the elimination of uncollectible accounts receivable recorded on the general ledger.

The included attachment, for 1,139 water and sewer accounts totaling $157,526.65 denotes the information for FY2026.
**FINANCIAL IMPACT:**
There will be a reduction in the accounts receivable balances for Union County Water of $157,526.65. This will also be shown as a corresponding expense to the enterprise fund uncollectable accounts.

**26-338** **2025 Critical Intersection Program Design and Cost Estimation Study Approval**

**INFORMATION CONTACT:**
Bjorn E. Hansen, Planning Department, Senior Planner - Long Range Planning, 704-283-3690
**ACTION REQUESTED:**
Approve recommended designs for five intersections in study as shown in attached slideshow
**PRIOR BOARD ACTIONS:**
1) October 21, 2024, Regular Meeting, Agenda Item #24-644 - Authorized staff to apply for CRTPO grant
2) June 2, 2025, Regular Meeting, Agenda Item #25-329 - Authorized interlocal agreements with participating municipalities
**BACKGROUND:**
Union County, in partnership with Indian Trail, Monroe, Unionville and Wesley Chapel, has completed the design and cost estimation work for five intersections identified in the 2023 Critical Intersection Analysis. The intersections are:

- Unionville- Indian Trail Road at Unionville Brief and East CJ Thomas (Unionville)
- Lancaster and Bragg (Monroe)
- New Town and Lester Davis (Wesley Chapel)
- Old Charlotte and Hayes/Faircroft (Indian Trail)
- NC 84 and Willoughby

The County, municipalities, NCDOT, and CRTPO met from October 2025 through May 2026 to analyze conditions, evaluate options, develop designs, engage the public, and identify a recommended design and cost. The public was consulted in March with virtual community meetings and online survey.

The four municipalities have approved the designs within their boundaries. The intersection of NC 84 and Willoughby is the only intersection in unincorporated Union County.

Approval does not commit Union County to funding the recommended improvements. The designs and cost estimates may be used by the County, municipalities, and NCDOT in future grant applications for implementation.

**FINANCIAL IMPACT:**

None.

**26-326** **Financing Letter - New Salem Volunteer Fire Department**

**INFORMATION CONTACT:**

Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630

**ACTION REQUESTED:**

Authorize Chairman of the Board to sign the attached letter.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The New Salem Volunteer Fire Department is constructing a new fire station. The Fire Department has secured financing agreement with HomeTrust Bank. As part of the financing documents, the bank requires a letter from Union County, signed by the chair, stating that New Salem Volunteer Fire Department is allowed to provide fire service in Union County, they are in good standing, the fire tax district supports fire operations, and that the department has made the county aware of this financing agreement.

**FINANCIAL IMPACT:**

None.

**26-347** **Contract Renewal - Uninterrupted Power Supply Maintenance**

**INFORMATION CONTACT:**

Vicki Callicutt, Emergency Communications, Director, 704-283-3550

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Emergency Communications maintains a backup dispatch center at the Government Center and has equipment that requires regular maintenance to ensure uninterrupted operability of 911 operations for Union County agencies and citizens.

The Emergency Communications Department has utilized the contractual services of Vertiv Corporation for Uninterrupted Power Supply Maintenance since July 2022. Vertiv Corporation has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional year.

**FINANCIAL IMPACT:**

The anticipated annual cost for this service is $13,844.26. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

**26-352** **FY2027 Home and Community Care Block Grant (HCCBG) for Older Adults**

**INFORMATION CONTACT:**

Janet Payne, Human Services Agency, Administrator, 704-296-4348; Katie Kutcher, Centralina Regional Council, Aging Director, 704-348-2705

**ACTION REQUESTED:**

1) Approve the FY2027 Home and Community Block Grant (HCCBG) Funding Plan for Union County and 2) authorize the County Manager to negotiate and execute an agreement with Centralina Council of Governments substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Centralina is the lead agency for Union County HCCBG. Centralina works closely with the Union County Human Services Agency Departments of Transportation, Community Support and Outreach, and Social Services, as well as the Council on Aging and City of Monroe Bazemore Active Adult Center (Senior Center) to help enable delivery of comprehensive aging services to Union County's older adults and their families who support them. Services and Programs supported by HCCBG funding include Transportation, In-Home Aide Levels I, II, and III, Adult Day Care, Senior Nutrition, Group Respite, Volunteer Program Development and Senior Center programming.

Union County's proposed FY27 HCCBG-related budget total is $1,334,612 which includes $1,157,231 in block grant funding, a required local match of $128,581, and $48,800 NSIP (USDA) subsidy based on reimbursement of $0.80 per eligible Senior Nutrition meal. The distribution of funding and associated exceptions for units of service to be provided by each agency are shown on the attached funding plan.

**FINANCIAL IMPACT:**

$1,206,031 is funded with federal and state dollars (HCCBG and NSIP). The required local match of $128,581 is included in the County's FY2027 budget for the Human Services Agency and Council on Aging portions, and, in the City of Monroe's FY2027 budget for the Bazemore Center portion.

**26-353** **Merger of Union County and the Monroe-Union County Economic Development Commission**

**INFORMATION CONTACT:**
Brian Matthews, County Manager's Office, County Manager, 704-292-2597

**ACTION REQUESTED:**
1) Adopt the Resolution for Repeal of the Resolution of the Union County Board of Commissioners and the Monroe City Council Creating the Monroe-Union County Economic Development Commission; and 2) authorize the County Manager to negotiate and execute the Agreement and Plan of Merger, substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**
1) September 20, 2021, Regular Meeting, Agenda Item # 37 - At this meeting, the Board adopted a joint resolution with the City of Monroe creating the Monroe-Union County Economic Development Commission and approving the related interlocal agreement effective January 1, 2022.
2) November 4, 2024, Regular Meeting, Agenda Item # 24-758 - Board adopted the "Resolution of the Union County Board of Commissioners Withdrawing from the Monroe-Union County Economic Development Commission."

**BACKGROUND:**
Effective January 1, 2022, Union County and the City of Monroe established the Monroe-Union County Economic Development Commission ("MUEDC") through adoption of a joint resolution establishing the MUEDC (the "Establishment Resolution") and entering into an interlocal agreement concerning the MUEDC (the "Interlocal Agreement"), as a joint county-wide economic development program. On November 4, 2024, the Board adopted a resolution withdrawing from the MUEDC, terminating the Interlocal Agreement, and dissolving the MUEDC, effective November 4, 2026 (giving two years' notice as required by statute, the Establishment Resolution, and the Interlocal Agreement).

The Board and the City of Monroe have determined it is now in their respective best interests to promote economic development activity through each entity's own internal economic development efforts independent of the other, engaging in economic development project collaboration with each other on a case-by-case basis. Rather than withdraw from the MUEDC, the County, City, and MUEDC agree that the MUEDC will merge into the County. This reflects functions of the MUEDC which have shifted already to the County. The action requested will allow

for repeal of the Establishment Resolution, termination of the Interlocal Agreement, and merger of the MUEDC with Union County.

**FINANCIAL IMPACT:**

The remaining assets and liabilities of the MUEDC will be assumed by the County.

**26-354** **Monroe-Union County Economic Development Commission Merger Indemnification Agreement**

**INFORMATION CONTACT:**

Brian Matthews, County Manager's Office, County Manager, 704-292-2597

**ACTION REQUESTED:**

Authorize the County Manager to negotiate and execute the Indemnification Agreement, substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**

1) September 20, 2021, Regular Meeting, Agenda Item # 37 - At this meeting, the Board adopted a joint resolution with the City of Monroe creating the Monroe-Union County Economic Development Commission and approving the related interlocal agreement effective January 1, 2022.
2) November 4, 2024, Regular Meeting, Agenda Item # 24-758 - Board adopted the "Resolution of the Union County Board of Commissioners Withdrawing from the Monroe-Union County Economic Development Commission."
3) June 16, 2026, Regular Meeting, Agenda Item # 26-353 - Consideration of Merger of Union County and the Monroe-Union County Economic Development Commission action items.

**BACKGROUND:**

Effective January 1, 2022, Union County and the City of Monroe established the Monroe-Union County Economic Development Commission ("MUEDC") through adoption of a joint resolution establishing the MUEDC (the "Establishment Resolution") and entering into an interlocal agreement concerning the MUEDC (the "Interlocal Agreement"), as a joint county-wide economic development program. On November 4, 2024, the Board adopted a resolution withdrawing from the MUEDC, terminating the Interlocal Agreement, and dissolving the MUEDC, effective November 4, 2026 (giving two years' notice as required by statute, the Establishment Resolution, and the Interlocal Agreement).

The Board and the City of Monroe have determined it is now in their respective best interests to promote economic development activity through each entity's own internal economic development efforts independent of the other, engaging in economic development project collaboration with each other on a case-by-case basis. Rather than the County withdrawing from the MUEDC, the County, City, and MUEDC agree that the MUEDC will merge into the County. This reflects the functions of the MUEDC which have shifted already to the County. The

action requested will address certain handling of any outstanding obligations and liabilities of the MUEDC incurred prior to the MUEDC's merger with the County. These responsibilities will be financially shared equally (50/50) between the County and the City.

**FINANCIAL IMPACT:**

Responsibility for 50% of the outstanding obligations and liabilities of the MUEDC prior to the MUEDC's merger with the County.

**26-336** **Consider Amendment to Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)**

**INFORMATION CONTACT:**

Ron Mahle, Economic Development, Director, 980-476-5279

**ACTION REQUESTED:**

1) Adopt the Resolution for the Conveyance of County Property to McGee Corporation for Economic Development Pursuant to N.C.G.S. §158-7.1; and 2) Authorize the County Manager to i) negotiate and execute any documentation and agreement substantially consistent with this agenda item and necessary to effectuate such sale, ii) exercise any extension term options set forth in the Agreement, and iii) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
2) October 20, 2025, Regular Meeting, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed $696,00 paid over a 5-year period beginning in FY 2028
3) December 8, 2025, Regular Meeting, Agenda Item #25-748 - Public Hearing Conducted on conveyance of real property
4) December 8, 2025, Regular Meeting, Agenda Item #25-749 - Consideration of conveyance of county owned property

**BACKGROUND:**

The Union County Economic Development Department started conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company originally submitted an offer of $4,267,900, being $70,000 per acre. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1(the specific parcel considered for sale is Union County Tax Parcel #09372003D).

McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local

economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The original Real Estate Purchase and Sale Agreement was signed on January 20, 2026, for the purchase price of $4,267,900. However, it was discovered that there exist certain conditions on approximately 2.5 acres of the property, including encroachments as well as wetlands, which have decreased the fair market value of the property and need to be addressed prior to the closing date. The price per acre has been reduced only on the affected 2.5 acres of the property. The purchase consideration is now $4,136,650.00 in cash, subject to all easements, right of ways, encroachments, and other restrictions of record, and to account of any property conditions. The Board of Commissioners has determined that the property subject to conveyance has a fair market value of $4,136,650.00.

The land will be used for an industrial project with an approximate investment of $40,000,000 and the creation of 35 new jobs with a probable hourly wage of $30.28 per hour for employees on the property. McGee Corporation intends to build a new 366,000 square-foot manufacturing facility on the property which will serve as its headquarters for design, sales, manufacturing, and distribution. This sale is made pursuant to private negotiation under G.S. 158-7.1.

**FINANCIAL IMPACT:**

Union County would receive $4,136,650.00 in cash in exchange for the land. The project would also bring a prospective $40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of $30.28 per hour into Union County.

**26-333** **Grant Application - Sisters of Mercy of North Carolina Legacy**

**INFORMATION CONTACT:**

Jason May, Budget & Grants Management, Director, 704-283-3760

**ACTION REQUESTED:**

Authorize the County Manager to submit the associated grant application and make necessary assurances and certifications associated with the grant application as substantially consistent with this agenda item, which includes the authorization to execute documents related to award of the grant and budget funds as appropriate.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The Parenting Support & Nurturing Parenting Program (PSNP) helps families strengthen parenting skills and build healthy, supportive relationships with their children. The program provides intensive parenting education and support services to families experiencing significant parenting challenges, including those at risk of or in the early stages of child maltreatment who may benefit from intervention and treatment

services.
Established in Union County in 2011, PSNP is funded through the Alliance for Children. Union County has been advised to anticipate a 10% reduction in funding from the Alliance for Children for FY 2027. This grant request is intended to help offset the anticipated funding shortfall and ensure the continuation of this essential program and the services it provides to vulnerable families in the community.
The Sisters of Mercy of North Carolina Legacy awards grants to tax-exempt health care, educational, and social service organizations that align with its mission of improving the quality of life for women, children, older adults, and individuals experiencing poverty. The organization prioritizes funding for ongoing operational needs as well as specific program and project expenses that directly support these populations.
**FINANCIAL IMPACT:**
The grant request will be for approximately $20,000. There is no match required for this grant.

**26-323** **NC Department of Public Safety Juvenile Crime Prevention Council Funding Plan FY 2026-2027**

**INFORMATION CONTACT:**
Beverly Liles, Finance, Director, 704-283-3675
**ACTION REQUESTED:**
1) Approve County Funding Allocation Plan, Annual Plan and Certification for FY 2026-2027, 2) authorize the Finance Director to approve the grant agreements and documents related to such grant agreements during their term, and 3) authorize the County Manager to appropriate JCPC Funding as approved in the funding plan by a County Manager's Budget Amendment in FY 2027.
**PRIOR BOARD ACTIONS:**
None
**BACKGROUND:**
The Juvenile Crime Prevention Council (JCPC) is a Board appointed by Commissioners, as defined by State Statutes. The JCPC provides funding and monitors Community Based alternatives to juvenile incarceration and provides funding for substance abuse prevention strategies and programs.

Funding for JCPC programs is generally adopted in the State Budget and assigned to County programs by a formula grant. Normally, a county JCPC approves a budget for the upcoming fiscal year, which is then submitted to the North Carolina Department of Public Safety Juvenile Justice and Delinquency Prevention (the DJJ). The attached funding plan was developed and approved by the JCPC Board and represents the Board's plan for how the funds will be spent for the 2026-2027 fiscal year. This request will be included in the State's DJJ budget which is planned for 2026-2027.

The JCPC Board approved $476,439 for County programs for the 2026-2027 fiscal year. The Funding Plan allocates funding from the State to the following programs: Life Connections D-A-S-H Counseling Services $100,000, Transforming Youth Movement-Transforming Futures $125,000, Transforming Youth Movement- Union County Teen Court Program $40,790, Aspire Youth and Family Kids at Work $75,312, JCPC Administration $9,502, Arts Related Innovative Student Empowerment (ARISE) Union-KRE8IVU $50,000, The Connection Center $45,835, and New Covenant Community Development Center - Next Step Youth Program $30,000.

The JCPC budget is normally approved as a "pass through" line item in the County budget, meaning that the amount approved by the State is received by the County and then used for the JCPC program.

Union County has not approved JCPC programs in line-item detail in the past; rather, the JCPC Board normally negotiates, approves, and monitors line-item detail within the amount of funds allocated to the program, and provides a recommended budget to Commissioners.

**FINANCIAL IMPACT:**
None

**26-329** **2026 Union County Jail Bond Referendum Introduction of Bond Orders and Call for Public Hearing**

**INFORMATION CONTACT:**
Beverly Liles, Finance, Director, 704-283-3675
**ACTION REQUESTED:**
1) Introduce Bond Order Authorizing the Issuance $200,000,000 General Obligation Jail Bonds of the County of Union, North Carolina, 2) Adopt Resolution of the County of Union, North Carolina Regarding Bond Order Authorizing the Issuance of General Obligation Jail Bonds, Setting Public Hearing Thereon and Directing Publication of Notice of Said Public Hearing.
**PRIOR BOARD ACTIONS:**
1) May 18, 2026, Regular Meeting, Agenda Item #26-266 - The Board adopted Resolution of the Board of Commissioners of the County of Union, North Carolina directing the Publication of Notice of Intention to apply to the Local Government Commission for approval of $200,000,000 General Obligation Jail Bonds and adopted resolution making Certain statements of facts concerning the proposed jail bond issue and authorizing the application to the Local Government Commission for $200,000,000 of general obligation jail bonds.
2) April 20, 2026, Regular Meeting, Agenda Item #26-212 - The Board authorized staff to move forward with the necessary steps for a 2026 Bond Referendum to fund a new jail facility in the amount of

$200,000,000.

**BACKGROUND:**

General Obligations Bonds (GO) are widely considered the lowest-interest, most cost-effective financing mechanism for long-term capital projects in North Carolina due to the pledge of the local government's full faith, credit, and taxing power. For North Carolina counties, which are legally required to provide secure, safe, and sanitary inmate housing, financing a jail through a GO bond ensures that the borrowing costs are minimized for the taxpayers, as these bonds typically secure better credit ratings than other debt options. The GO bond process is more rigorous than other financing options (requiring a public vote), however the interest savings from a GO bond make it the preferred tool for construction of a new jail.

The Introduction of the Bond Order lays out the purpose of the general obligation bond referendum that will be placed on the November 3, 2026 election ballot and the Resolution will set the date for the Public Hearing required on July 20, 2026 and authorize the Clerk to the Board to publish the notice of the Public Hearing.

**FINANCIAL IMPACT:**

The estimated cumulative cost over the life of the bond, using the highest interest rate of 5.344% charged for similar debt over the last twenty years is estimated at $312,224,000. The estimated maximum annual debt service payment is $20,688,000 beginning in FY 2028 and commencing in FY 2047. The annual estimated amount of property tax liability increases for each $100,000 of property tax value to service the cumulative cost over the life of the bond is estimated at $31.10. The annual estimated amount of property tax liability increases for each $400,000 of property tax value to service the cumulative cost over the life of the bond is estimated at $124.40 (based on 3.11¢ increase in the ad valorem property tax rate). These estimates are based on the legislative requirements of NC Session Law 2022-53 for bond referendums.

**26-344** **Authorization to Write Off Returned or Uncollectible Revenues**

**INFORMATION CONTACT:**

Beverly L. Liles, Finance, Director, 704-283-3675

**ACTION REQUESTED:**

Approve the write-off of returned or uncollectible revenues totaling $200.00.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The Finance Department has conducted a review of outstanding returned revenues, including non-sufficient funds (NSF) checks. After reasonable and diligent efforts to collect these funds, the department has determined that these amounts are not recoverable.

Accordingly, we are requesting Board approval to formally write off these amounts from the County's financial records.

**FINANCIAL IMPACT:**

The total amount to be written off is $200.00. These funds have previously been recorded but are now deemed uncollectible. No additional budget appropriation is required.

**26-324** **April 2026 NCVTS Motor Vehicle Tax Report**

**INFORMATION CONTACT:**

Vann Harrell, Tax Administration, Tax Administrator, 704-283-3748; Kristen Foxworth, Tax Administration, Deputy Tax Administrator, 704-283-3591

**ACTION REQUESTED:**

Approve the April 2026 NCVTS Motor Vehicle Tax Refund Report.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

$1,579.07

**26-349** **Resolution - Updates to the Union County Personnel Resolution**

**INFORMATION CONTACT:**

Julie Broome, Human Resources, Director, 704-283-3869

**ACTION REQUESTED:**

Adopt the revised Union County Personnel Resolution, effective July 1, 2026.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Updates to the Personnel Resolution are recommended at times to address terminology changes, organizational alignment, county management operational needs, and Board of County Commissioners direction. The recommended revised Union County Personnel Resolution ("UCPR") includes the following revisions to the existing UCPR:

- Technical, terminology, and practical revisions throughout the UCPR to correspond with current terminology, organizational structure, practice, and applicable law
- Clarification and streamlining of the County Manager's authority concerning department reorganizations
- Clarification and improvements concerning the administration of the pay plan in certain circumstances
- Updates to uniformed services (military) leave policy

- Added provisions to allow oral fluid (saliva) drug testing in certain circumstances

**FINANCIAL IMPACT:**
None.

**26-356** **Revised Resolution - Opioid Settlement Spending Plan (FY2027-FY2030)**

**INFORMATION CONTACT:**
Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630

**ACTION REQUESTED:**
1) Adopt the Revised Resolution by the Union County Board of Commissioners to Direct the Expenditure of Opioid Settlement Funds for FY2027-FY2030; and 2) adopt Special Revenue Ordinance 78C; and 3) authorize the County Manager to negotiate and execute agreements and related documents consistent with this agenda item and the approved Opioid Settlement Spending Plan.

**PRIOR BOARD ACTIONS:**
1) June 19, 2023, Regular Meeting, Agenda Item #23-367 - Board approval of the first phase of opioid settlement funding.
2) March 4, 2024, Regular Meeting - Board adoption of a resolution authorizing the expenditure of $2,724,783 in Opioid Settlement Funds to support eight strategies from the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.
3) April 20, 2026, Regular Meeting - Board endorsement of funding recommendations for the FY2027-FY2030 Opioid Settlement Spending Plan.
4) May 4, 2026, Regular Meeting, Agenda Item #26-263 - Board adoption of the Resolution to Direct the Expenditure of Opioid Settlement Funds for FY2027-FY2030.

**BACKGROUND:**
North Carolina participated in the national opioid settlements, and the North Carolina Association of County Commissioners (NCACC) and the North Carolina Department of Justice (NCDOJ) partnered to help ensure settlement proceeds are distributed to local jurisdictions for programs and services that directly benefit individuals and communities most impacted by the opioid epidemic.
Union County entered into Memorandums of Agreement with the State of North Carolina governing both the amount of settlement funding to be received and the allowable uses of those funds. These agreements also establish the framework for how North Carolina and participating local governments will use proceeds from future national settlements or bankruptcy resolutions involving opioid manufacturers, distributors, and related entities.
Union County is expected to receive approximately $17.7 million in Opioid

Settlement Funds to be distributed between 2022 and 2038. Under the terms of the Memorandum of Agreement, local governments are required to authorize the expenditure of Opioid Settlement Funds through a budget item or resolution that identifies the amount authorized, the applicable strategy or strategies, and the period during which the expenditure may occur.

On May 4, 2026, the Board of Commissioners adopted a resolution authorizing the expenditure of Opioid Settlement Funds for the FY2027-FY2030 funding period. As part of the County's ongoing review and stewardship of these funds, staff identified previously authorized funding that remained unexpended and/or unobligated, as well as minor clerical corrections needed to certain line-item and total authorization amounts. The Revised Resolution allows the County to carry forward the available funding for continued opioid settlement-related purposes in the next funding cycle and updates the total authorization for the FY2027-FY2030 funding period to $7,020,951.

The Revised Resolution supersedes the May 4, 2026, Resolution and authorizes the expenditure of Opioid Settlement Funds in accordance with the attached Appendix and approved spending plan.

**FINANCIAL IMPACT:**

The Revised Resolution authorizes the expenditure of $7,020,951 in Opioid Settlement Funds for the FY2027-FY2030 funding period. This amount includes any remaining naloxone-related funding previously authorized under the first Opioid Settlement Spending Plan that is unexpended and/or unobligated as of June 30, 2026, and reauthorized under Exhibit A.7, Naloxone Distribution. Any such remaining funds are included within, and are not in addition to, the $140,000 authorized for Exhibit A.7.

## Information Only

**26-325** **Tax Collector's Departmental Report for April 2026**

**INFORMATION CONTACT:**

Kristen Foxworth, Tax Administration, Deputy Tax Administrator, 704-283-3591

**ACTION REQUESTED:**

None - Information Only.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

This report reflects the totals of all tax transactions within the Tax Collector's Office for the month of April 2026 as required by NCGS 105-350(7).

**FINANCIAL IMPACT:**

None.

**26-342** **Communications Monthly Report - May 2026**

**INFORMATION CONTACT:**
Liz Cooper, Public Communications, Director, 704-283-3587
**ACTION REQUESTED:**
None - Information Only.
**PRIOR BOARD ACTIONS:**
None.
**BACKGROUND:**
This report provides valuable metrics and insights into communication platforms and our efforts to collaborate with all County departments to inform and engage residents, promote programs and services, and strengthen internal and external communications.
**FINANCIAL IMPACT:**
None.

**26-346** **Facilities Major Capital Projects Update - Quarterly Report**

**INFORMATION CONTACT:**
Linda Whitaker, Assistant Director Design and Construction, Facilities & Fleet Management, 704-420-2626
**ACTION REQUESTED:**
None - Information Only.
**PRIOR BOARD ACTIONS:**
None.
**BACKGROUND:**
This is the quarterly major capital projects update for projects managed by the Facilities & Fleet Management Department.
**FINANCIAL IMPACT:**
None.

**26-350** **Drought Status - Update**

**INFORMATION CONTACT:**
Aubrey Lofton, UC Water - Planning & Resource Management, Director, 704-296-4241
**ACTION REQUESTED:**
None.
**PRIOR BOARD ACTIONS:**
None.
**BACKGROUND:**
Union County Water is closely following the current drought. Union County Water declared Stage 2 Drought Restrictions on May 15 to comply with the Catawba-Wateree Drought Management Advisory Group's status change based on the Low Inflow Protocol triggers. Attached are the updated Low Inflow Protocol triggers as of June 1, 2026 and the US Drought Monitor as of June 4, 2026.
**FINANCIAL IMPACT:**
None.

## Business

**26-351** **Adoption of the FY 2027 Budget**

**INFORMATION CONTACT:**
Brian Matthews, County Manager's Office, County Manager, 704-292-2597
**ACTION REQUESTED:**
To adopt the FY 2027 Operating and Capital Budget Ordinance and the associated tax rates and fees.
**PRIOR BOARD ACTIONS:**
June 1, 2026, Regular Meeting, Agenda Item #26-317 - Held Public Hearing
**BACKGROUND:**
The Board of County Commissioners is requested to adopt the FY 2026-2027 Annual Budget Ordinance for Union County, establishing appropriations and revenues for the fiscal year beginning July 1, 2026, in accordance with N.C. General Statute 159-13.
**FINANCIAL IMPACT:**
Approval of the financial plan for the next fiscal year.

**26-341** **Appointments to Boards and Committees**

**INFORMATION CONTACT:**
Lynn G. West, Clerk to the Board, 704-283-3853
**ACTION REQUESTED:**
Appoint members
**PRIOR BOARD ACTIONS:**
None
**BACKGROUND:**
Vacancies exist on the following committees:

1. Agriculture Advisory Committee - The terms of Hunter Latham, Alex Simpson, and Travis Starnes are expiring this month. All three have applied for reappointment.

2. Region F Aging Advisory Committee - The terms of Patricia Kindley as the delegate and Aleta Galusha as an Alternate are expiring this month.

   Patricia Kindley has applied for reappointment. She is eligible to serve another two-year term as an delegate.

   Aleta Galusha has applied to serve as an alternate and is eligible to serve.

**FINANCIAL IMPACT:**
None

## County Manager's Comments

## Commissioners' Comments

## Adjournment

# Union County, NC

Staff Report

Union County Government Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-360 **Agenda Date:** 6/16/2026

**TITLE:**

Closed Session

**INFORMATION CONTACT:**

Lynn G. West, Clerk to the Board of Commissioners, 704-283-3853

**ACTION REQUESTED:**

Enter into Closed Session pursuant to NCGS 143-318.11.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Enter into Closed Session for the following purpose(s):

1) pursuant to G.S. 143-318.11(a)(1), to prevent the disclosure of information that is privileged or confidential pursuant to G.S. 132-1.1(a); and
2) pursuant to G.S. 143-318.11(a)(3), to consult with an attorney in order to preserve the attorney-client privilege.

**FINANCIAL IMPACT:**

None.

**File #:** 26-320 **Agenda Date:** 6/16/2026

**TITLE:**

Public Hearing - Rezoning Petition 2026-CZ-007 Beulah Church

**INFORMATION CONTACT:**

Bjorn E. Hansen, Planning Department, Senior Planner - Long Range Planning, 704-283-3690

**ACTION REQUESTED:**

Conduct public hearing for rezoning petition

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

This case is a request to rezone a 3.21 acre parcel appearing on the tax map as tax parcel 06-042-001J located on Beulah Church Road from B-2 with Conditions to B-2 with Modified Conditions. The rezoning request is an amendment to an existing conditional rezoning on the site and includes the following amended conditions:

1) Hours of operation changed from 9:00 AM to 9:00 PM to 6:30 AM to 9:30 PM
2) Any required privacy fence will be made of solid material to reduce noise
3) Trash and recycling pickup will occur between 9:00 AM and 5:00 PM

The second and third conditions were added by the Land Use Board at its May 19, 2026 meeting as a response to resident concerns over noise. These additional conditions were agreed to by the applicant. The Land Use Board then recommended approval on a 7-0 vote, citing consistency with the land use map used in the initial rezoning and increased flexibility for the owner.

If the Board of Commissioners wishes to make a decision on this rezoning petition, it can consider the following motions.

To *approve* the proposed amendment (the proposal is consistent with the current plan)

Motion

(i) Adopt the Ordinance Approving Revision to the Official Zoning Map of Union County, North Carolina, and (ii) adopt the consistency and reasonableness statement for approval.

To *deny* the proposed amendment (the proposal is inconsistent with the current plan)

Motion

(i) Deny rezoning petition CZ-2026-007 submitted by R. Dean Harrell; and (ii) adopt the consistency

and reasonableness statement for denial.

**FINANCIAL IMPACT:**

None

# Application for Conditional Rezoning

**Union County Planning Department**
500 N Main Street - Suite 70
Monroe, NC 28112
T 704.283.3565
E UCPlanning@unioncountync.gov

## General Information

Project Address 4991 WAXHAW Indian TRAIL Rd City MATTHEWS State NC. Zip 28104

Tax Parcel ID 06042001J Current Zoning Designation CZ B-2 Total Acres 3.21

Proposed Zoning Designation SAME/CZ B-2 Date Submitted MARCH 20/26

## Contact Information

Applicant Name BEULAH CHURCH Rd. Developers LLC/ R. Dean Harrell

Address 5615 Potter Rd. City MATTHEWS State NC. Zip 28104

Phone 704-564-4815 Fax _____ Email _____

Property Owner Name Beulah ch Rd Developers

Address 5615 Potter Rd City MATTHEWS State NC Zip 28104

Phone 704-564-4815 Fax _____ Email _____

## Applicant's Certification

R. Dean Harrell
Signature

March 20/26
Date

R. DEAN HARRELL
Member MANAGER
Printed Name/Title

## Owner's Certification (include names and signatures of all owners)

R. Dean Harrell
Signature

MARCH 20/26
Date

R. DEAN HARRELL
Printed Name/Title

Dawn L. Sutton
Signature

03/20/26
Date

Dawn L. Sutton
Printed Name/Title

## Union ~~County~~ Office Use Only:

Case Number: 2026-CZ-007 Beulah Church Date Received: 3-20-26

Amount of Fee: $1000 Fee Ok: BH Received by: BH

**Contact Bjorn Hansen to begin the process. T. 704.283.2690 E. Bjorn.hansen@unioncountync.gov**

UNIONCOUNTY north carolina

**This document is only valid from July 1, 2024 - June 30, 2025

Stonebow Commercial Center

Located at the corner of Beulah Church Road & Indian Trail Waxhaw Rd. Parcel# 06042001J.

The initial zoning was approved on October 19 2020 with conditions. A line item within those conditions' states that "Hours of operation" are between 9 AM and 9 PM. We are asking that a modification of this time to extend from 6:30 AM to 9:30 PM.

This request is due to several tenants, Example; Animal Hospital, Urgent Care, Restaurant, need to have the flexibility to open the doors earlier for their customers and thus supporting the success of this project.

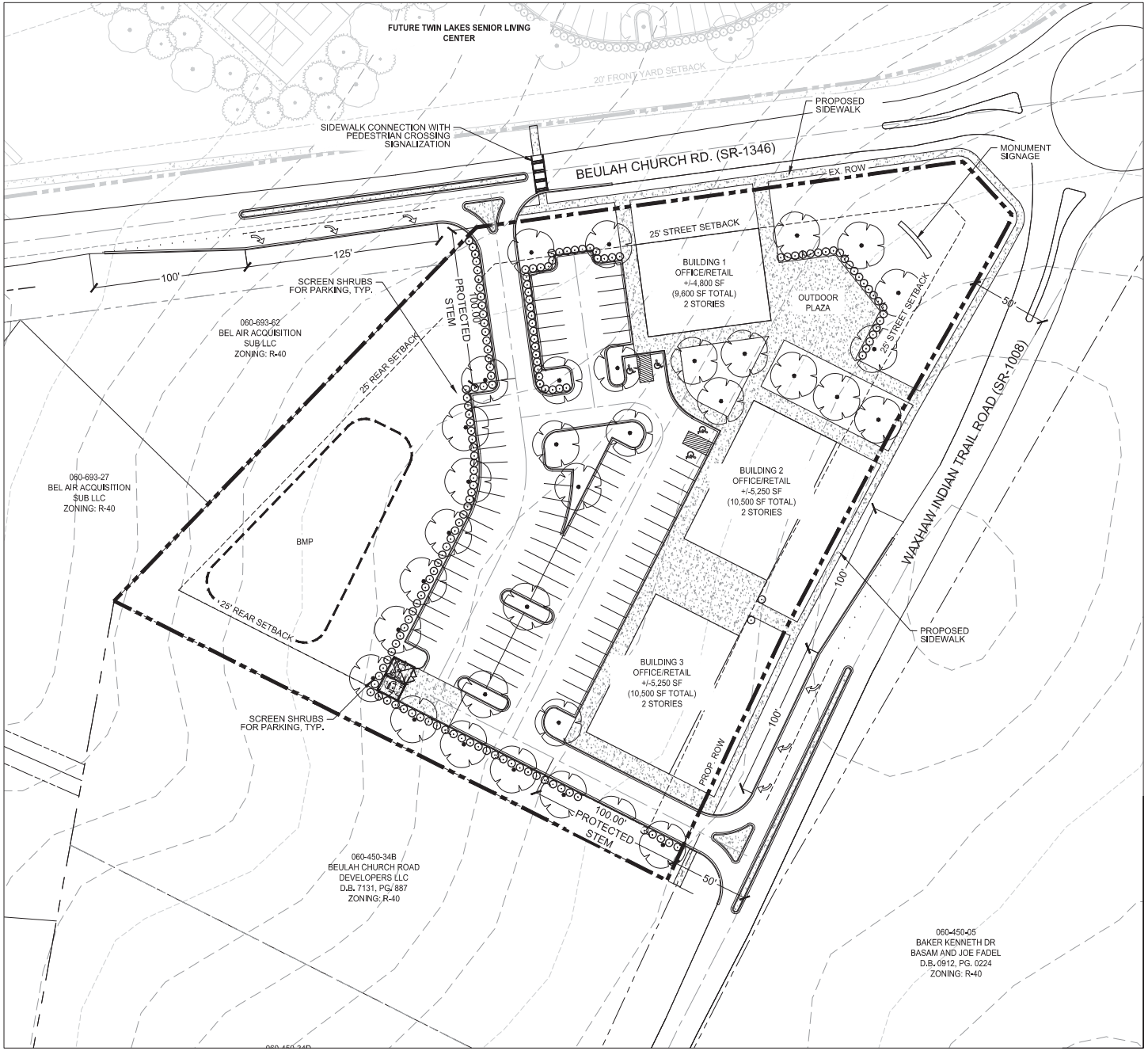
Thank you in advance for your consideration.

R. Dean Harrell

Beulah Church Road Developers

Stonebow Commercial

R. Dean Harrell




DISCLAIMER: PETITIONER SHALL DEVELOP THE SITE IN A MANNER GENERALLY CONSISTENT WITH THE CONCEPTUAL MASTER PLAN, WITH THE UNDERSTANDING THAT THE CONFIGURATIONS, PLACEMENTS, HEIGHT AND SIZES OF BUILDINGS, PARKING AREAS AND OPEN SPACES MAY BE ALTERED OR MODIFIED AS LONG AS THE ULTIMATE DESIGN IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE CONCEPTUAL MASTER PLAN.

THE CONFIGURATIONS, PLACEMENTS, NUMBER AND SIZES OF THE BUILDINGS AND TREATMENT OF OPEN SPACE AREAS DEPICTED ON THE CONCEPTUAL MASTER PLAN AND ANY BUILDING DESIGNS DEPICTED ARE CONCEPTUAL IN NATURE AND THEREFORE ARE SUBJECT TO REFINEMENTS AS PART OF THE TOTAL DESIGN PROCESS. THEY MAY, THEREFORE, BE ALTERED OR MODIFIED, IN ACCORDANCE WITH THE UNION COUNTY DEVELOPMENT ORDINANCE, DURING DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASES SO LONG AS THE MAXIMUM BUILDING ENVELOPE LINES AND INTENSITY LIMITATIONS ESTABLISHED ON THE TECHNICAL DATA SHEET ARE NOT VIOLATED AND THE PROPOSED ALTERATIONS OR MODIFICATIONS DO NOT EXCEED THE PARAMETERS ESTABLISHED UNDER THE DEVELOPMENT CONDITIONS AND UNDER THE UNION COUNTY DEVELOPMENT ORDINANCE FOR THE B-2 DISTRICT.

THE INTENT OF THE CONCEPTUAL MASTER PLAN IS TO ESTABLISH A MAXIMUM SQUARE FOOTAGE THAT CAN BE ADEQUATELY PARKED PER THE REGULATIONS OF THE UNION COUNTY DEVELOPMENT ORDINANCE. THE CONCEPTUAL MASTER PLAN DOES NOT BIND THE PETITIONER TO PROVIDE THIS MAXIMUM SQUARE FOOTAGE AS THE PROGRAM IS REFINED TO THE END USER DURING THE LAND DEVELOPMENT PROCESS.

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM

KEY MAP

SEAL

LANDDESIGN INC. CORPORATE SEAL NORTH CAROLINA

**NOT FOR CONSTRUCTION**

PROJECT

**BEULAH CHURCH COMMERCIAL**

BEULAH CHURCH ROAD DEVELOPERS, LLC

LANDDESIGN PROJECT 1018342

REVISION / ISSUANCE

| NO. | DESCRIPTION | DATE |
|---|---|---|
| 1 | REZONING SUB. | 09.18.18 |
| 2 | REZONING SUB. | 12.13.18 |
| 3 | REZONING SUB. | 12.06.19 |
| 4 | REZONING SUB. | 7.21.2020 |

DESIGNED BY: MEK
DRAWN BY: MEK
CHECKED BY: LDI

SCALE: VERT: N/A HORZ: 1"=30' (0, 15', 30', 60')

NORTH

SHEET TITLE

CONCEPTUAL SITE PLAN

SHEET NUMBER

RZ-1.3

7/21/2020 12:09 PM MARK.KIME N:_PROJECTS\1018342\CAD\EXHIBITS\ZONING PLANS\1018342_CONCEPTUAL SITE PLAN2.DWG

ORIGINAL SHEET SIZE: 24" X 36"

**BOCC Motions for Proposed Amendment to the Union County Zoning Map (CZ-2026-007)**

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (CZ-2026-007), submitted by R. Dean Harrell, requesting a revision of the Union County Zoning Map by rezoning an approximately 3.207 acre parcel of land appearing on the tax map as tax parcel 06-042-001J along the south side of Beulah Church Road from B-2 with Conditions to B-2 with Modified Conditions.

**TO *APPROVE* THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN)**

**Motion**

(i) Adopt the Ordinance Approving Revision to the Official Zoning Map of Union County, North Carolina, and (ii) adopt the consistency and reasonableness statement for approval.

**TO *DENY* THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN)**

**Motion**

(i) Deny rezoning petition CZ-2026-007 submitted by R. Dean Harrell; and (ii) adopt the consistency and reasonableness statement for denial.

**Statements of Consistency and Reasonableness for Proposed Amendment to the Union County Zoning Map**

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (CZ-2026-007), submitted by R. Dean Harrell, requesting a revision of the Union County Zoning Map by rezoning an approximately 3.207 acre parcel of land appearing on the tax map as tax parcel 06-042-001J along the south side of Beulah Church Road from B-2 with Conditions to B-2 with Modified Conditions.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2026-007)**

Pursuant to N.C.G.S. § 160D-605, the Union County Board of Commissioners (the "Board") does hereby find and determine that adoption of the proposed map amendment is consistent with the currently adopted Union County Comprehensive Plan (the "Plan"). The adoption of the proposed map amendment (i) takes into account the need to amend the zoning map to meet the needs of the community, and (ii) is reasonable and in the public interest because:

1. The proposed use under the amendment is consistent with the 2014 Land Use Plan, which was in place at the time of initial rezoning of the property in 2020 to B-2 with Conditions. The 2014 Plan's Land Use Map identified this area as a Commercial Center. The Commercial Center designation would support a range of retail and service uses, consistent with the existing allowed uses. The current Plan's Land Use Map now designates this area as a Transition Zone. The Transition Zone designation encourages, but does not require, developers to consider annexation into an adjacent municipality. The Plan also provides a strategy of Union County not approving rezonings in a Transition Zone which would "upzone" the property and increase density or intensity of uses. The modified condition of several additional hours of operating hours does not increase density or the overall allowed uses under the property. Rather, it is an operational condition change which does not reach such an impact and is consistent with the Plan.
2. The proposed change in the condition of hours of operation would still prohibit late night operations (prohibiting hours of operation between 9:30 p.m. to 6:30 a.m.) that could impact adjacent residential areas.
3. The tract of land is not overly small for the general area in which it is located and is reasonable in size for the modified conditions contemplated.
4. The property itself is already zoned for B-2 uses with conditions. Additionally, the property is located less than 0.2 miles from an existing retail business use with currently almost the same operating hours as proposed under the modified conditions.
5. The use set forth under the conditions would meet Union County development standards.
6. The benefits to the community at large, the neighbors, and the property owners of the proposed rezoning outweigh any detriments to the neighbors and others caused by the rezoning. The benefits of this rezoning include allowing retail and service business opportunities in Union County. The potential detriments of the use established by this

rezoning include any increased noise, light, and traffic exposure resulting from the proposed use that could affect nearby properties.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2026-007)**

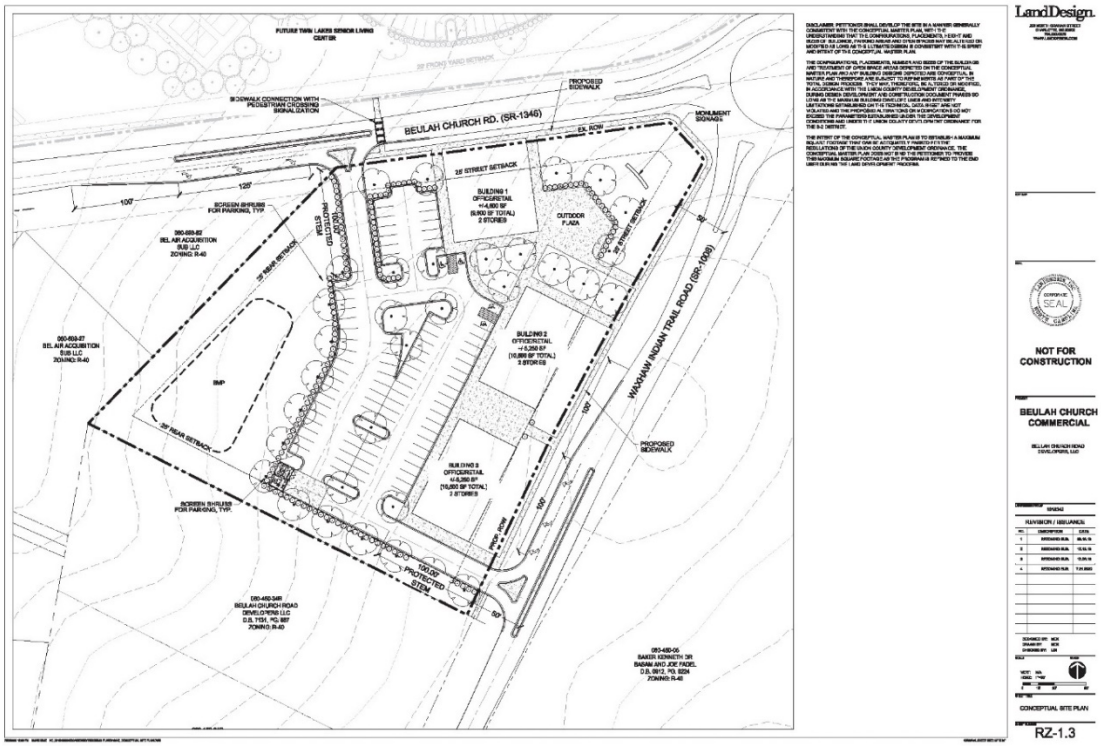
Pursuant to N.C.G.S. § 160D-605, the Union County Board of Commissioners (the "Board") does hereby find and determine that this rezoning petition is inconsistent with the Union County Comprehensive Plan (the "Plan"), and that denial of the proposed map amendment is reasonable and in the public interest because:

1. The proposed rezoning could facilitate additional ongoing and potential commercial rezonings in the immediate area inconsistent with the current Land Use Map in Transition Zones, including in close proximity to existing residential uses.
2. Allowed hours of operation on the property could result in increased congestion on the roads and streets adjacent and nearby to the property. Traffic congestion is a noted concern in the Plan.

# Rezoning Request CZ-2026-007 Beulah Church

This case is a request to rezone a 3.21 acre parcel appearing on the tax map as tax parcel 06-042-001J located on Beulah Church Road from B-2 with Conditions to B-2 with Modified Conditions. The rezoning request is an amendment to an existing conditional rezoning on the site and includes the following amended conditions:

1) Hours of operation changed from 9:00 AM to 9:00 PM to 6:30 AM to 9:30 PM
2) Any required privacy fence will be made of solid material to reduce noise
3) Trash and recycling pickup will occur between 9:00 AM and 5:00 PM




## Contact Information

1. Staff: Bjorn Hansen, Senior Planner, 704-283-3690, bjorn.hansen@unioncountync.gov

**Planning Department**
500 North Main Street, Suite 70
Monroe, NC 28112
T 704.283.3565
unioncountync.gov

2. Owner: Beulah Church Road Developers, LLC, 5615 Potter Road, Matthews, NC 28104
3. Applicant: Beulah Church Road Developers, LLC, 5615 Potter Road, Matthews, NC 28104

## Property Information

Located on the southwest corner of Beulah Church and Waxhaw Indian Trail roads. Location more specifically described as tax parcel 06-042-001J.



*Site*



*North of Site*



*West of Site*



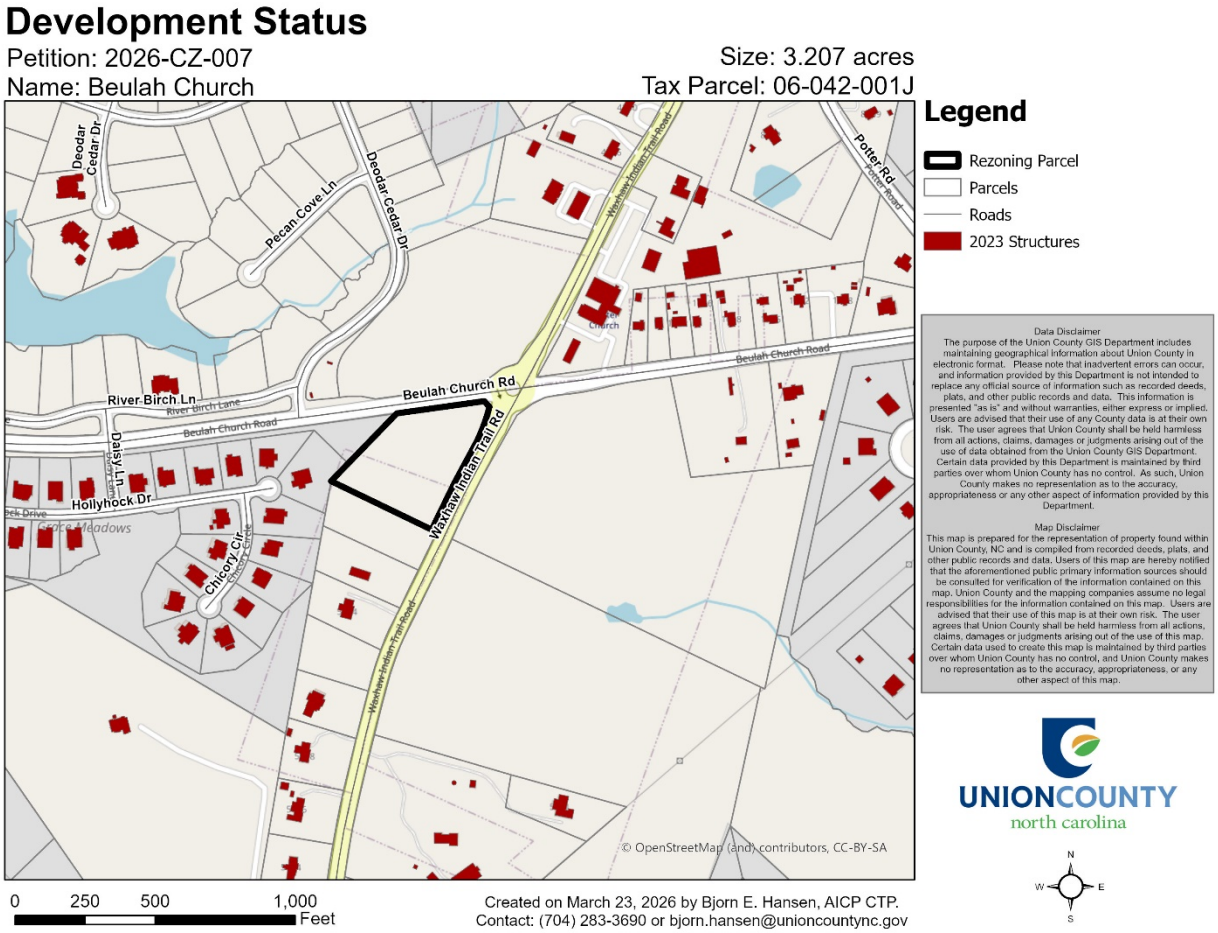
*East of Site*

## Municipal Proximity

The site is near Wesley Chapel and Weddington.

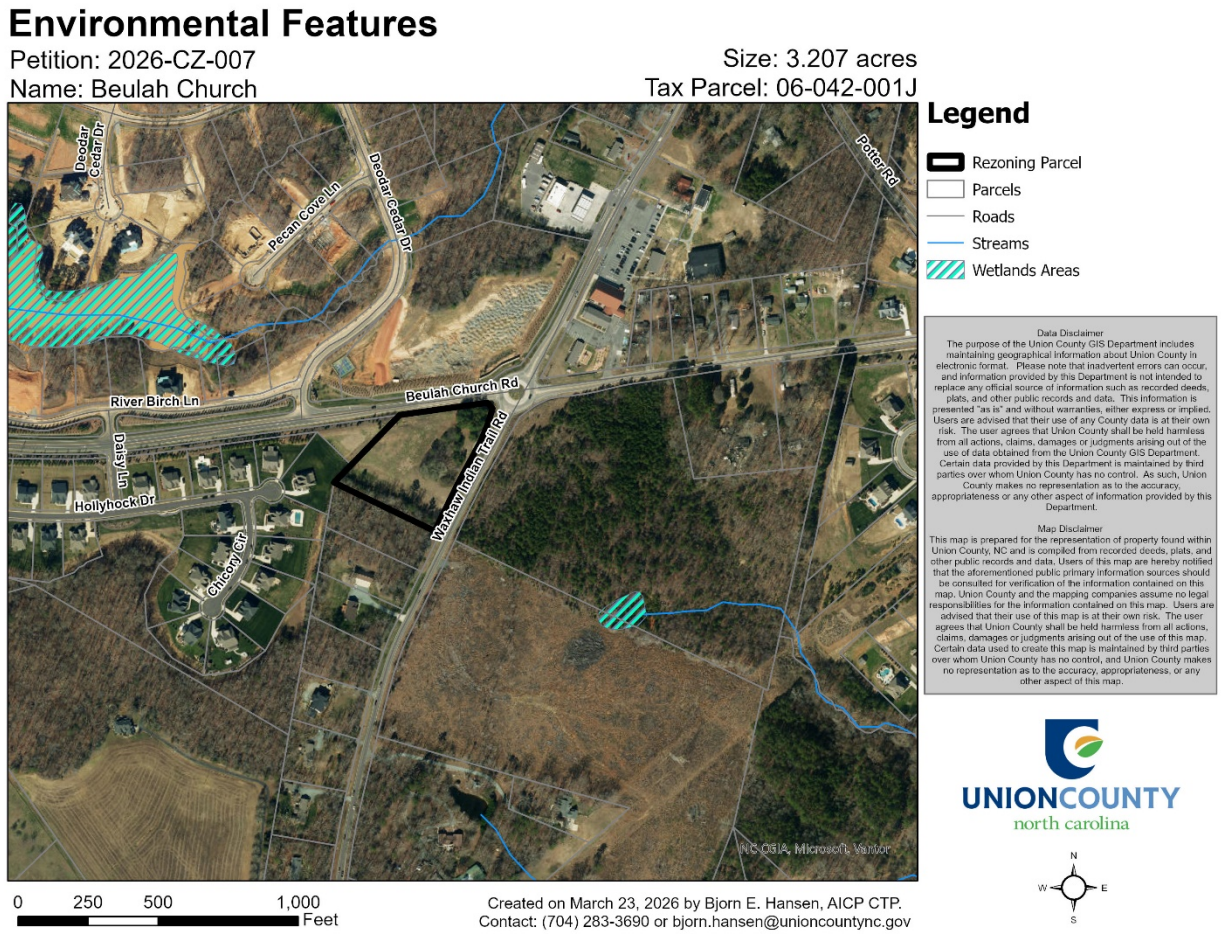
## Existing Land Use and Development Status

The parcel is currently zoned B-2 with Conditions and is undeveloped and partially forested.




## Environmental Features

There are no streams, wetlands, or floodplains on the site.

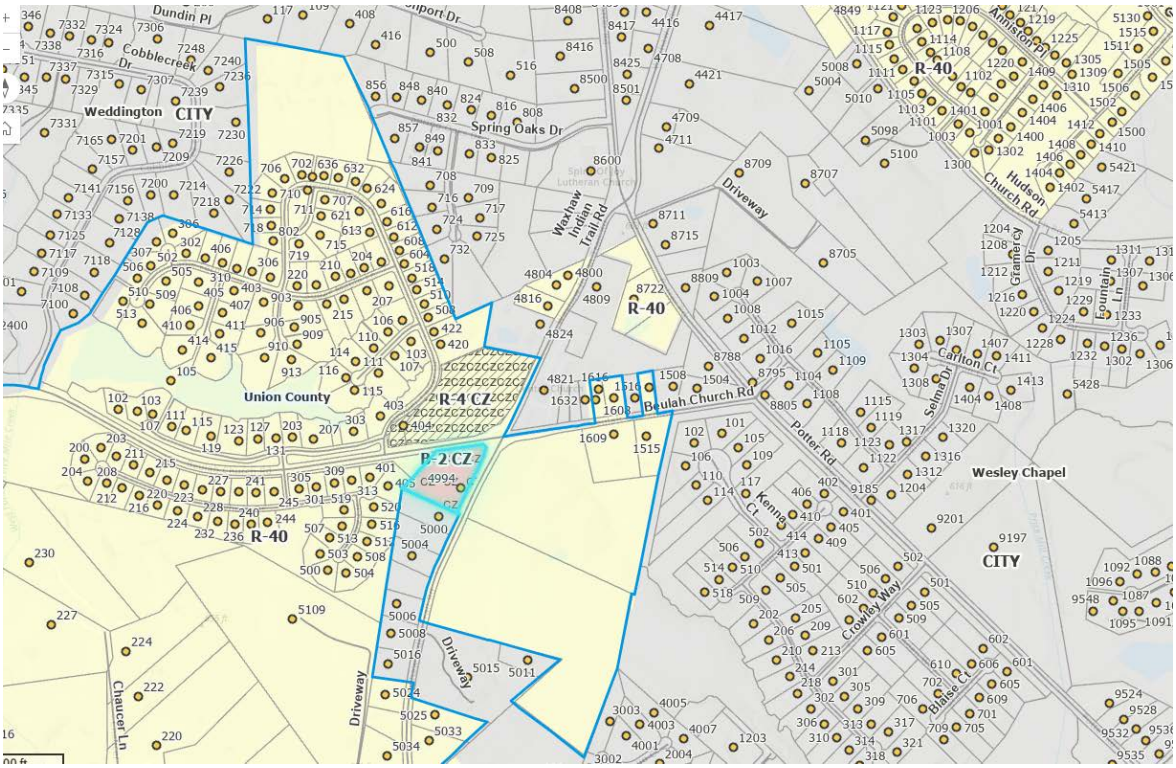



## Utilities

Water and sewer are available to the site.

## Zoning and Land Use History

This property was rezoned to B-2 with Conditions in early 2020 to allow a shopping center to be built. It was previously proposed for rezoning to B-2 in 2007, but was withdrawn. A 161 acre parcel to the north of the site was proposed for R-20 zoning in 1998, but was withdrawn. There later were two successful rezonings in 2018 and 2019 to rezone eight acres for a senior living facility on the north side of Beulah Church. There have been no other zoning actions in the immediate vicinity in unincorporated Union County.

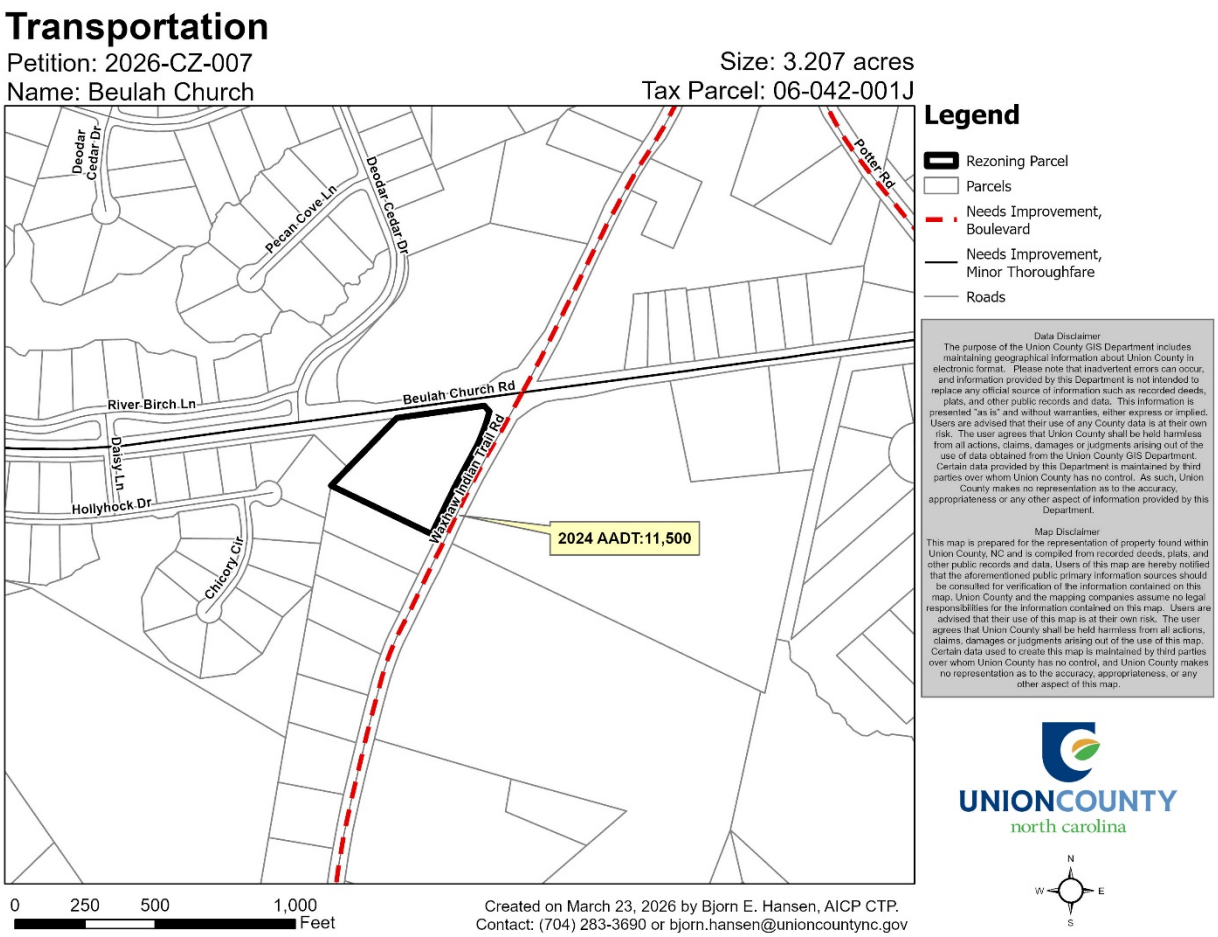



## Schools

Because this rezoning request is commercial in nature, UCPS was not consulted for comments.

## Transportation

This site is on Beulah Church and Waxhaw Indian Trail Roads, which are a NCDOT-maintained facility. This section of Waxhaw Indian Trail Road carries approximately 11,500 vehicles per day. There are no funded road improvement projects in the immediate vicinity of the rezoning. A traffic Impact Analysis (TIA) was not required for this amended rezoning. The site already has conditions for a median, crosswalk, and turn lanes into the site.

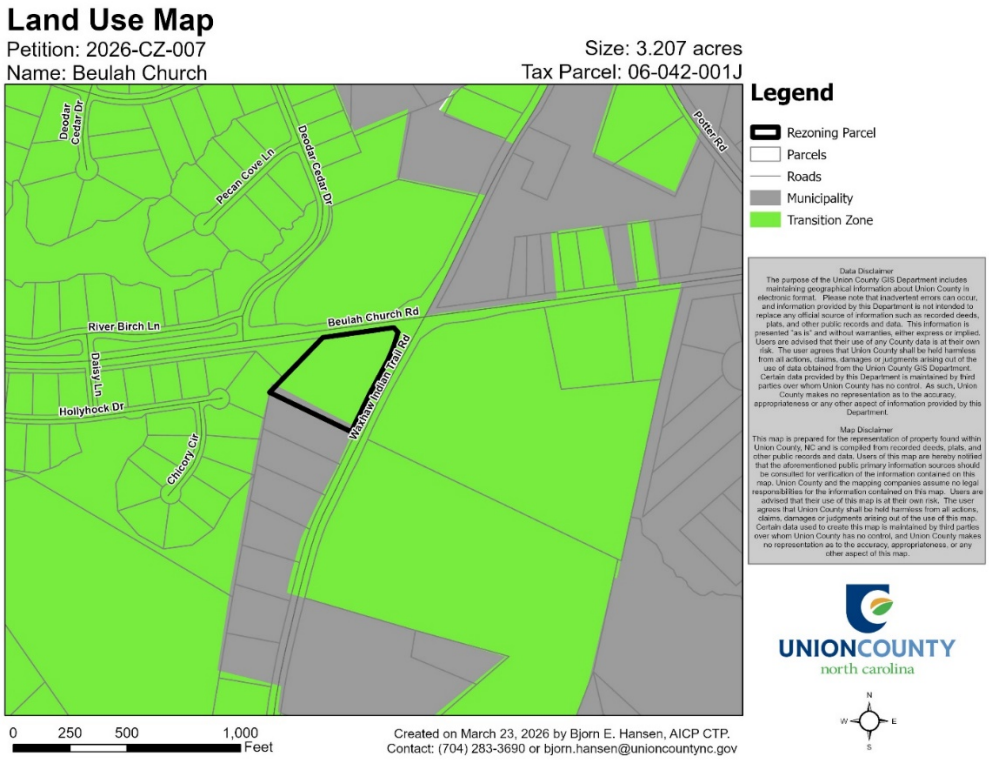



## Union County Comprehensive Plan

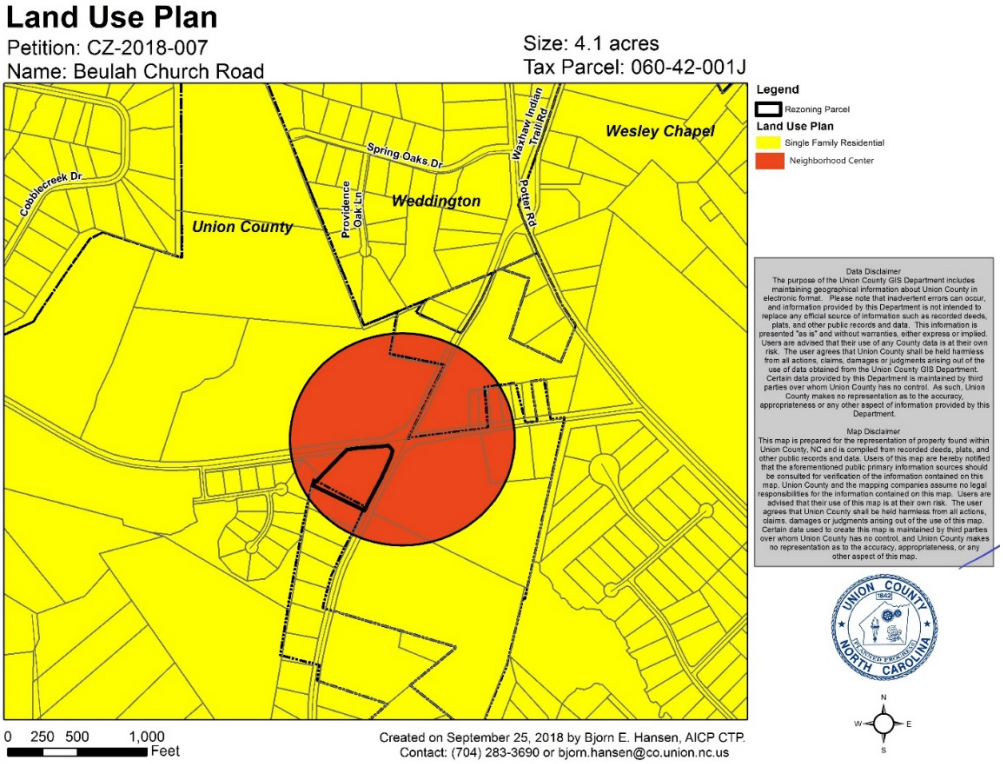
The initial 2020 rezoning for this property was evaluated against the comprehensive plan and land use map in place at the time. The land use map was amended as part of the rezoning to include a commercial node at the intersection, which was consistent with development patterns in the area. This proposed rezoning is consistent with the land use map used as part of the 2020 rezoning.

The Union County 2050 land use map identifies the entire area as a Transition Zone, which recognizes the limited amount of unincorporated land and close proximity to several municipalities as reasons to restrict rezonings in this area and instead incentivize them to annex into an adjacent municipality.

## 2050 Plan Land Use Map




## 2014 Plan Land Use Map



# Public and Municipal Comments

## Public Comments

A community meeting was required and was held on April 15, 2026. A total of 17 residents attended the meeting and expressed concern over the proposed hours of operation as well as the overall development. No changes were made to the site plan as a result of the meeting. Two residents spoke against the rezoning at the May 19, 2026 Land Use Board meeting, citing concerns over safety and noise.

## Municipal Comments

Weddington and Wesley Chapel were consulted due to the distance to their municipal limits. No responses were received.

# Recommendations

## Land Use Board

The Land Use Board unanimously recommended approval at its May 19, 2026 meeting after adding two conditions, limiting trash pick up to between 9 AM to 5 PM and requiring the privacy fence to be built of solid materials to reduce noise. The Board cited consistency with the land use map used in the initial rezoning and increased flexibility for the owner.

## Planning Department

This part of Union County at the time of the initial 2020 rezoning was identified is identified for single family residential at approximately two units per acre, with a Neighborhood Center commercial node at the intersection of this rezoning. The Land Use Map was subsequently modified through the 2050 Comprehensive Plan to recognize the limited amount of unincorporated land in the area and designated the area as a Transition Zone, meaning upzonings would not be supported. The proposed rezoning is not an upzoning of existing zoning on the site, is consistent with the land use map in place at the time of the initial rezoning and provides additional flexibility to the property owner as they develop the site. The proposed use is therefore considered appropriate for the area. Because of these aspects of the development, staff recommend **approval** of this rezoning application.

AFFP

PUBLIC NOTICE NOTICE IS HERE

# Affidavit of Publication

STATE OF NC } SS
COUNTY OF } Union

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Enquirer Journal, a daily newspaper of general circulation, printed and published in Monroe, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

May 27, 2026, June 03, 2026

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Cook

Billing Clerk

Subscribed to and sworn to me this 3rd day of June 2026.

Barbara M Daniels

Barbara M Daniels, Notary, Guilford , County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00003753 71490479

EJ
UNION COUNTY GOVERNMENT--LYNN WEST
500 N MAIN STREET
ROOM 921
MONROE, NC 28112

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will meet on Tuesday, June 16, 2026, at 6:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, to conduct a public hearing and receive comments from the public on the petition set forth below.

Rezoning petition (CZ-2026-007), submitted by R. Dean Harrell, requesting a revision of the Union County Zoning Map by rezoning an approximately 3.207 acre parcel of land appearing on the tax map as tax parcel 06-042-001J along the south side of Beulah Church Road from B-2 with Conditions to B-2 with Modified Conditions.

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

The documents related to the proposed petition are available for inspection and study at the Union County Planning Department located at 500 North Main Street, Suite #70, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition may contact the Planning Department at 704-283-3565.

Any person requesting a sign language interpreter or any person requesting any other special assistance needed due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West
Clerk to the Board

**May 27, June 3, 2026**

**File #:** 26-321 **Agenda Date:** 6/16/2026

**TITLE:**

Public Hearing - Rezoning Petition 2026-CZ-005 McAteer

**INFORMATION CONTACT:**

Bjorn E. Hansen, Planning Department, Senior Planner - Long Range Planning, 704-283-3690

**ACTION REQUESTED:**

Conduct public hearing for proposed rezoning

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

This case is a request to rezone a 5.75 acre portion of a 17.21 acre parcel appearing on the tax map as tax parcel 09-384-013 located on South Rocky River Road from RA-40 to Light Industrial (LI) with Conditions. The rezoning request is a conditional rezoning, and includes the following conditions:

1) Limited to approved site plan dated April 6, 2026
2) Uses limited to office, warehouse and construction equipment and material storage
3) 5.75 acre portion will be subdivided from parcel
4) Five-year vesting of development rights
5) Development will meet all requirements of the Union County Unified Development Ordinance on the date of approval

The Land Use Board unanimously recommended approval at its May 19, 2026 meeting, citing consistency with the Land Use Map and increased business opportunities.

If the Board of Commissioners wishes to make a decision on this rezoning petition, it can consider the following motions:

To *approve* the proposed amendment (the proposal is consistent with the current plan)

Motion

(i) Adopt the Ordinance Approving Revision to the Official Zoning Map of Union County, North Carolina, and (ii) adopt the consistency and reasonableness statement for approval.

To *deny* the proposed amendment (the proposal is inconsistent with the current plan)

Motion

(i) Deny rezoning petition CZ-2026-005 from Jeremy McAteer; and (ii) adopt the consistency and

reasonableness statement for denial.

**FINANCIAL IMPACT:**

None

# Application for Conditional Rezoning

**Union County**
**Planning Department**
500 N Main Street - Suite 70
Monroe, NC 28112
T 704.283.3565
E UCPlanning@unioncountync.gov

## General Information

Project Address 0 South Rocky River Rd City Monroe State North Carolina Zip 28112

Tax Parcel ID 09384013 Current Zoning Designation RA-40 Total Acres 17.21 (will be subdividing and rezoning 5.75 ac)

Proposed Zoning Designation Light Industrial Date Submitted 3/3/2026

## Contact Information

Applicant Name Jeremy McAteer

Address 1115 McAteer Rd City Monroe State North Carolina Zip 28112

Phone 704-282-0788 Fax _____ Email _____

Property Owner Name MCATEER JEREMY D TRUSTEE ET AL MCATEER AMBER L TRUSTEE

Address 1115 McAteer Rd City Monroe State North Carolina Zip 28112

Phone 704-282-0788 Fax _____ Email _____

## Applicant's Certification

Signature | 3/3/26 Date | Jeremy McAteer Printed Name/Title

## Owner's Certification (include names and signatures of all owners)

Signature | 3/3/26 Date | Jeremy McAteer Printed Name/Title
Amber McAteer

## Union County Office Use Only:

Case Number: 2026-CZ-005 Date Received: 3-3-26

Amount of Fee: $1000 Fee Ok: BCH Received by: BCH

**Contact Bjorn Hansen to begin the process. T. 704.283.2690 E. Bjorn.hansen@unioncountync.gov**

UNIONCOUNTY north carolina

**Union County Planning & Zoning Department**
Union County Government Center
500 North Main Street
Monroe, NC 28112

Re: **Letter of Intent – Rezoning Application**
Parcel ID #09384013 – S Rocky River Road
Monroe, North Carolina

Dear Planning Staff and Members of the Review Committee:

On behalf of McAteer Design, Inc., I am submitting this Letter of Intent in support of our application to rezone **Parcel ID #09384013**, located on S Rocky River Road in Union County, North Carolina.

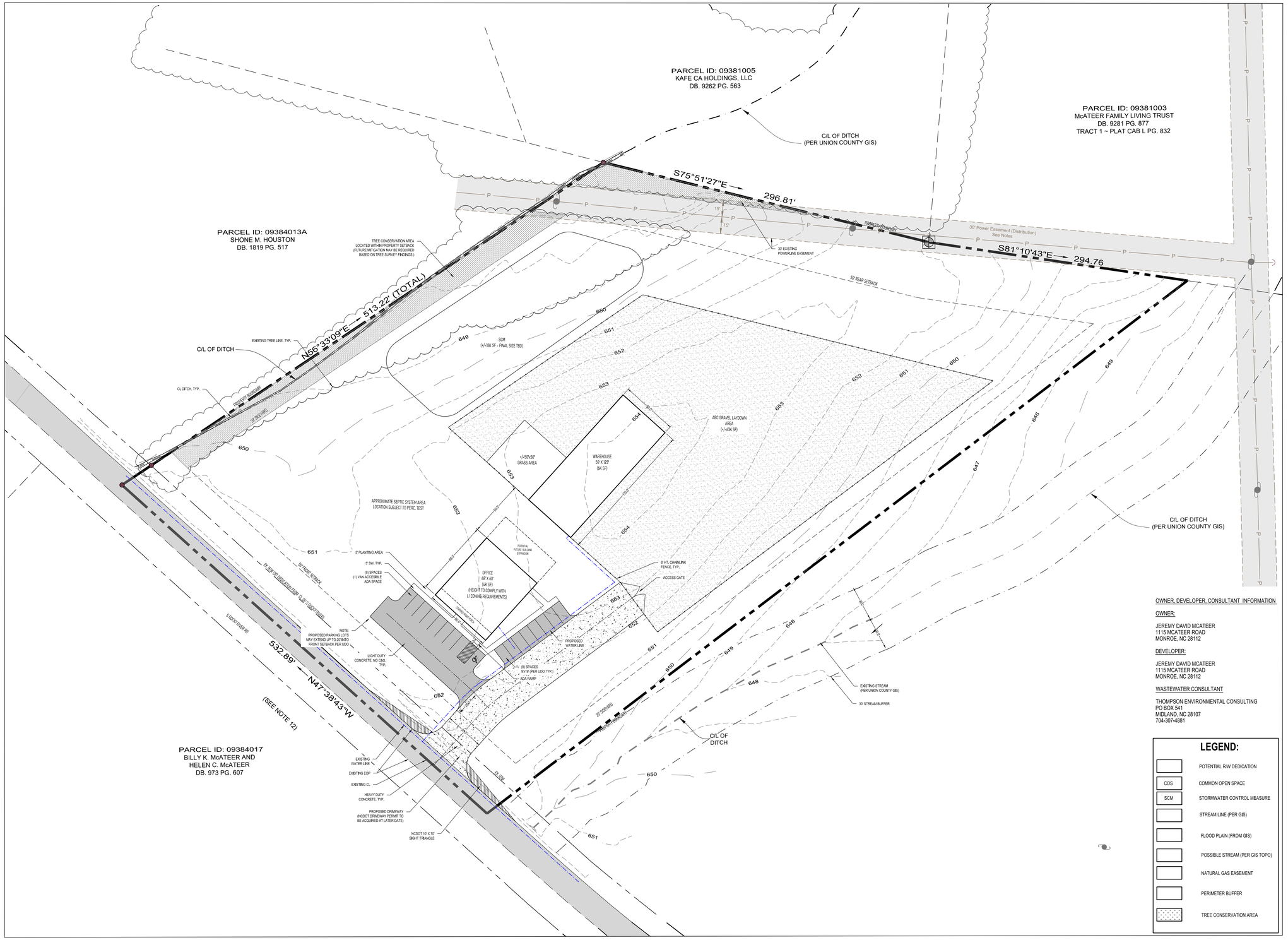
Our company is currently operating from 3209 Westwood Industrial Drive in Monroe. Due to continued growth and expansion of our operations, our existing facility no longer provides adequate space to effectively support our team and clients.

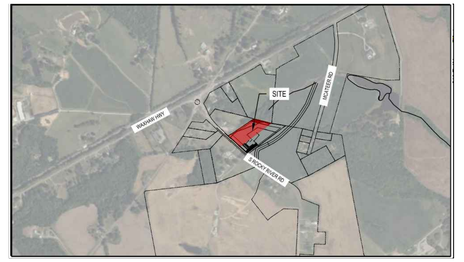
This relocation will allow McAteer Design to operate more efficiently, enhance safety, reduce congestion at our current site, and position the company for sustainable long-term growth within Union County.

Should you require any additional information or clarification, please do not hesitate to contact me directly.

Sincerely,

Jeremy McAteer
President
McAteer Design, Inc.
704-282-0788
Jeremy.McAteer@McAteerDesign.com




# VICINITY MAP

NTS

## DEVELOPMENT SUMMARY

| | | |
|---|---|---|
| TAX PARCELS: | 09384013 - UNION COUNTY | |
| | TOTAL PID ACREAGE: | +\-17.21 AC. (PER GIS) |
| | TO BE SUBDIVIDED & DEVELOPED: | +\-6.75 AC. |
| | REMAINING AC. TO BE EXCLUDED: | +\-11.46 AC. |
| LOCATION: | UNION COUNTY | |
| ZONING: | | |
| EXISTING: | RA-40 (RESIDENTIAL - AGRICULTURAL) | |
| PROPOSED: | LI (LIGHT INDUSTRIAL)<br>REZONING REQUIRED | |
| PROPOSED USE: | OFFICE, GARAGE, LAYDOWN YARD | |
| MIN. LOT SIZE LI:<br>PROPOSED LOT SIZE: | NO MIN.<br>+\-5.75 AC. | |
| MAX. IMPERVIOUS AREA (WHEN NO C&G PROPOSED): | 36% | |
| PROPOSED IMPERVIOUS AREA: | 36% | |
| FRONT SETBACK: | 50' | |
| REAR SETBACK: | 50' | |
| SIDEYARD: | 20' | |
| MAX. BLDG HEIGHT: | 100' | |
| PARKING REQUIRED: | 0.5 SPACES PER EMPLOYEE<br>15 EMPLOYEES ANTICIPATED = 7.5 SPACES REQUIRED<br>0 LOADING SPACES REQUIRED (0-15k SF GROSS FLOOR AREA) | |
| PARKING PROPOSED: | 16 SPACES - 9' X 19'<br>1 VAN ACCESSIBLE ADA SPACE | |
| TREE SAVE: | TREE INVENTORY SURVEY REQUIRED IN AREAS "OUTSIDE THE BUILDABLE AREA OF A LOT OR DEVELOPMENT SITE".<br>BUILDABLE AREA = ALL AREAS LOCATED OUTSIDE SETBACKS, RWS, EASEMENTS.<br>IE. - TREE SURVEY REQUIRED WITHIN PROPERTY SETBACK AREAS<br><br>TREES DBH OF 12" OR GREATER MUST BE MITIGATED AT 125% OD DBH REMOVED | |
| OPEN SPACE: | NOT REQUIRED FOR LI | |
| WATERSHED: | UPPER RICHARDSON CREEK (PROJECT IS LOCATED IN A WATER SUPPLY WATERSHED) | |
| TOTAL SF ALL STRUCTURES: | +\- 10K SF | |
| TOTAL ACREAGE IN R/W:<br>TOTAL DISTURBED AREA: | +\- 0.019 AC. (DRIVEWAY CONNECTION TO S ROCKY RIVER RD)<br>+\- 2.72 AC. (+\- 47% OF TOTAL SITE) | |
| WATER SOURCE: | S ROCKY RIVER RD PUBLIC WATER LINE (TAP TO BE PROPOSED) | |
| WASTEWATER SOURCE PROVIDER: | SEPTIC SYSTEM TO BE PROVIDED (SEE OWNER, DEVELOPER, CONSULTANT INFO) | |

## NOTES

GENERAL NOTES

1. ALL SITE PLAN, ZONING, AND EXISTING CONDITION INFORMATION UTILIZED IN THE PREPARATION OF THIS PLAN IS CONSIDERED TO BE PRELIMINARY IN NATURE AND SUBJECT TO CHANGE AND FINAL VERIFICATION.
2. THIS DOCUMENT IS CONCEPTUAL IN NATURE. DO NOT RELY ON THIS FOR PERMITTING, CONSTRUCTION, BIDDING, ETC.
3. BASE MAP INFORMATION IS DESKTOP GIS DATA AND HAS NOT BEEN FIELD VERIFIED.
4. THE EXISTING TREE LINE AREAS HAVE SIGNIFICANT TOPOGRAPHIC DECLINE AND THE AREAS NEED TO BE FIELD ASSESSED TO DETERMINE IF STREAMS OR WETLANDS ARE PRESENT. DUE TO THIS UNKNOWN, BUFFERS ARE NOT ACCOUNTED AS PART OF THIS CONCEPT PLAN

OPEN SPACE/TREE SAVE

THE OPEN SPACE AND TREE SAVE AREAS SHOWN ON THIS PLAN ARE CONCEPTUAL AND PRELIMINARY. THEIR EXACT LOCATIONS ARE SUBJECT TO CHANGE AS THE CLIENT FINALIZES THE OVERALL SITE LAYOUT, PRODUCT ALLOCATION, AND OTHER SPATIALLY DEPENDENT PROJECT COMPONENTS.

STREAM/WETLAND INFORMATION

THE STREAM AND WETLAND DATA SHOWN ON THIS PRELIMINARY CONCEPT PLAN ARE BASED ON IREDELL COUNTY GIS INFORMATION AND HAVE NOT BEEN FIELD VERIFIED FOR ACCURACY. ALL POTENTIAL WETLAND AREAS AND STREAM FEATURES DEPICTED ARE APPROXIMATE IN LOCATION AND PRELIMINARY IN NATURE.

THIS CONCEPT PLAN IS SUBJECT TO REVISION UPON COMPLETION OF DETAILED FIELD SURVEYS AND VERIFICATION OF JURISDICTIONAL BOUNDARIES BY THE APPROPRIATE REGULATORY AGENCIES. FINAL DELINEATION MAY RESULT IN CHANGES TO THE SITE LAYOUT, AND POTENTIAL UNIT LOSS MAY OCCUR AS A RESULT OF THESE ADJUSTMENTS.

FLOODPLAIN INFORMATION

FLOOD PLAIN INFORMATION OBTAINED FROM FEMA FIRM PANEL 3710466600J EFFECTIVE DATE OF 03/18/2008. NO FLOODPLAIN LOCATED ON THE PROPERTY

STORMWATER CONTROL MEASURES

THE LOCATION AND SIZE OF PROPOSED STORMWATER CONTROL MEASURES ARE CONCEPTUAL AND PRELIMINARY. FINAL STORMWATER DESIGN WILL BE DETERMINED AS THE OVERALL PROJECT LAYOUT, PRODUCT ALLOCATION, AND OTHER KEY PROJECT ELEMENTS ARE REFINED. THESE AREAS ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, AND AS SUCH, THE SITE LAYOUT AND TOTAL UNIT COUNT MAY ALSO BE ADJUSTED TO ACCOMMODATE STORMWATER REQUIREMENTS.

ACCESS POINTS/DRIVEWAYS/STREETS

1. PROPOSED SITE ENTRANCE LOCATIONS ARE PRELIMINARY AND MUST BE EVALUATED TO CONFIRM ADEQUATE SIGHT DISTANCE.
2. ALL INTERNAL ROADWAY AND STREET SYSTEMS SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE. FINAL DESIGN MUST BE REVIEWED AND VERIFIED FOR COMPLIANCE WITH THE TOWN OF MOORESVILLE UNIFIED DEVELOPMENT ORDINANCE (UDO) AND APPLICABLE NCDOT STANDARDS.
3. PROPOSED STREET CONNECTIONS ARE ALIGNED WITH EXISTING ROADS BUT ARE CONCEPTUAL AND MAY BE ADJUSTED BASED ON FEEDBACK AND REQUIREMENTS FROM REVIEWING AGENCIES.

DISCLAIMER ON SOURCE DATA ACCURACY:

P3 CIVIL EXPRESSLY DISCLAIMS ANY LIABILITY FOR PLAN DEFICIENCIES OR ERRORS ARISING FROM RELIANCE ON INCORRECT, INCOMPLETE, MISSING, OR OUTDATED INFORMATION OBTAINED FROM PUBLIC SOURCES, INCLUDING BUT NOT LIMITED TO GIS DATA, PLANNING, OR ZONING DEPARTMENTS. THE CLIENT ACKNOWLEDGES AND AGREES THAT VERIFICATION OF ALL SUCH DATA IS THEIR SOLE RESPONSIBILITY, AND P3 CIVIL SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES, LOSSES, OR COSTS RESULTING FROM INACCURACIES IN THIRD-PARTY SOURCE INFORMATION.

UNION COUNTY NOTES

THOUGH IT MAY NOT BE ILLUSTRATED, SHOWN, LISTED, DENOTED, OR EXPRESSED THIS PLAN SHALL COMPLY WITH ALL PROVISIONS OF THE UNION COUNTY LAND DEVELOPMENT ORDINANCE IN EFFECT AT TIME OF REVIEW AND APPROVAL

PARKING LOT SURFACE SHALL BE MAINTAINED IN SUCH A MANNER TO PREVENT, REPAIR, OR REPLACE DETERIORATED SURFACE MATERIAL, POTHOLES AND MAJOR CRACKING OF IMPERVIOUS/PERVIOUS SURFACE MATERIAL AND STRIPING SHALL BE VISIBLE AND WELL DEFINED.

FOR PRESERVED VEGETATION, MAINTENANCE SHALL BEGIN AT THE TIME THAT THE ROOT PROTECTION ZONES ARE ESTABLISHED (PRIOR TO ROUGH GRADING) AND SHALL CONTINUE INDEFINITELY, FOR PLANTED MATERIALS, MAINTENANCE SHALL BEGIN AT THE TIME OF PLANTING AND SHALL CONTINUE INDEFINITELY.

NO OUTDOOR LIGHTING PROPOSED.

OWNER, DEVELOPER, CONSULTANT INFORMATION

OWNER:

JEREMY DAVID MCATEER
1115 MCATEER ROAD
MONROE, NC 28112

DEVELOPER:

JEREMY DAVID MCATEER
1115 MCATEER ROAD
MONROE, NC 28112

WASTEWATER CONSULTANT

THOMPSON ENVIRONMENTAL CONSULTING
PO BOX 541
MIDLAND, NC 28107
704-307-4881

## LEGEND:

- POTENTIAL R/W DEDICATION
- COS — COMMON OPEN SPACE
- SCM — STORMWATER CONTROL MEASURE
- STREAM LINE (PER GIS)
- FLOOD PLAIN (FROM GIS)
- POSSIBLE STREAM (PER GIS TOPO)
- NATURAL GAS EASEMENT
- PERIMETER BUFFER
- TREE CONSERVATION AREA

P3 CIVIL. PLLC
750 Imperial Ct
Charlotte, NC 28273
www.p3-civil.com

# MCATEER DESIGN OFFICE

## CONCEPT PLAN

P3 JOB # 2025-0018
APRIL 6, 2026

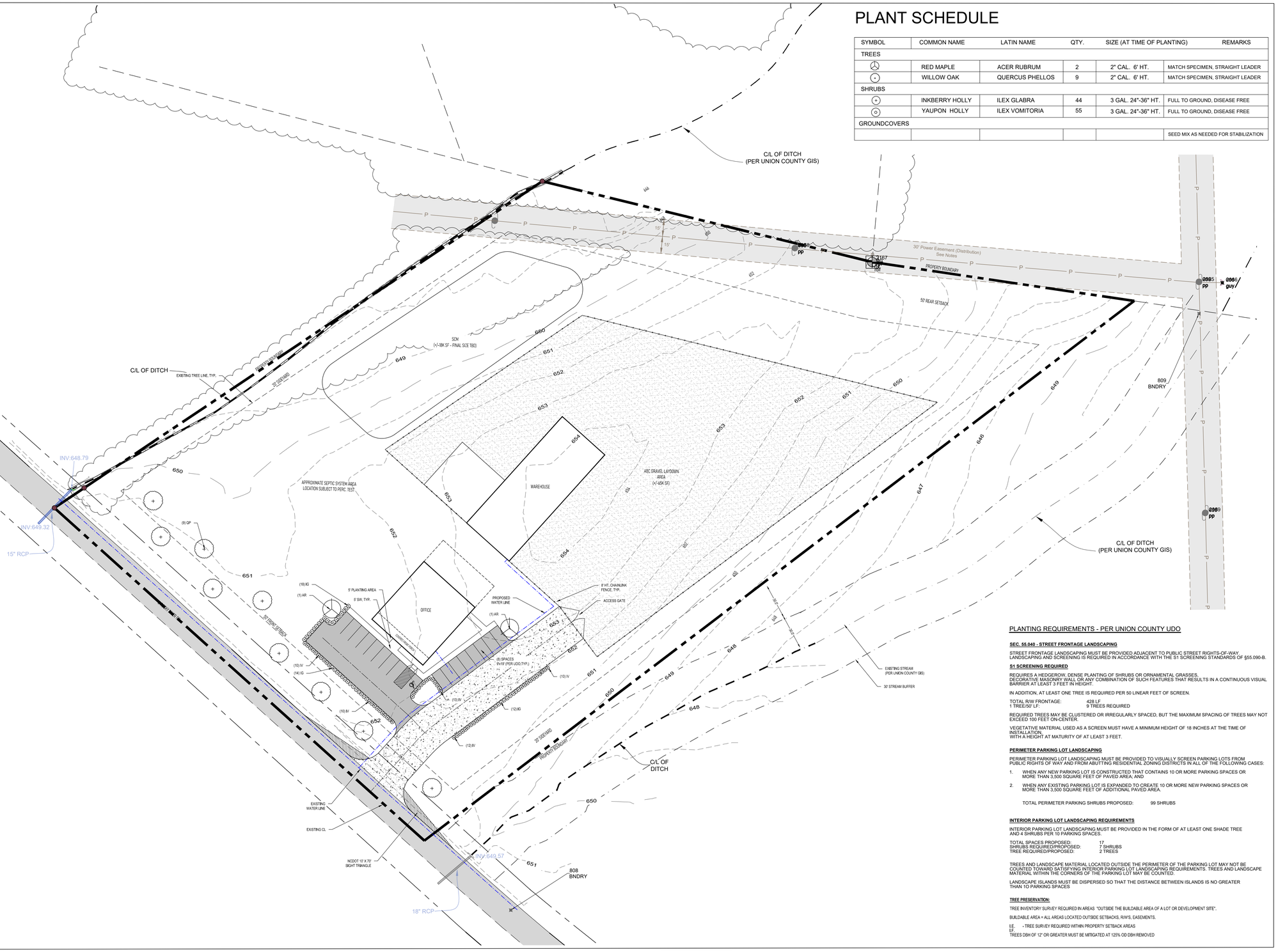
**GRAPHIC SCALE**

−40 0 40 80

SCALE: 1" = 40'

# PLANT SCHEDULE

| SYMBOL | COMMON NAME | LATIN NAME | QTY. | SIZE (AT TIME OF PLANTING) | REMARKS |
|---|---|---|---|---|---|
| TREES | | | | | |
| | RED MAPLE | ACER RUBRUM | 2 | 2" CAL. 6' HT. | MATCH SPECIMEN, STRAIGHT LEADER |
| | WILLOW OAK | QUERCUS PHELLOS | 9 | 2" CAL. 6' HT. | MATCH SPECIMEN, STRAIGHT LEADER |
| SHRUBS | | | | | |
| | INKBERRY HOLLY | ILEX GLABRA | 44 | 3 GAL. 24"-36" HT. | FULL TO GROUND, DISEASE FREE |
| | YAUPON HOLLY | ILEX VOMITORIA | 55 | 3 GAL. 24"-36" HT. | FULL TO GROUND, DISEASE FREE |
| GROUNDCOVERS | | | | | |
| | | | | | SEED MIX AS NEEDED FOR STABILIZATION |




## PLANTING REQUIREMENTS - PER UNION COUNTY UDO

**SEC. 55.040 - STREET FRONTAGE LANDSCAPING**

STREET FRONTAGE LANDSCAPING MUST BE PROVIDED ADJACENT TO PUBLIC STREET RIGHTS-OF-WAY. LANDSCAPING AND SCREENING IS REQUIRED IN ACCORDANCE WITH THE S1 SCREENING STANDARDS OF §55.090-B.

**S1 SCREENING REQUIRED**

REQUIRES A HEDGEROW, DENSE PLANTING OF SHRUBS OR ORNAMENTAL GRASSES, DECORATIVE MASONRY WALL OR ANY COMBINATION OF SUCH FEATURES THAT RESULTS IN A CONTINUOUS VISUAL BARRIER AT LEAST 3 FEET IN HEIGHT.

IN ADDITION, AT LEAST ONE TREE IS REQUIRED PER 50 LINEAR FEET OF SCREEN.

TOTAL R/W FRONTAGE: 428 LF
1 TREE/50' LF: 9 TREES REQUIRED

REQUIRED TREES MAY BE CLUSTERED OR IRREGULARLY SPACED, BUT THE MAXIMUM SPACING OF TREES MAY NOT EXCEED 100 FEET ON-CENTER.

VEGETATIVE MATERIAL USED AS A SCREEN MUST HAVE A MINIMUM HEIGHT OF 18 INCHES AT THE TIME OF INSTALLATION;
WITH A HEIGHT AT MATURITY OF AT LEAST 3 FEET.

**PERIMETER PARKING LOT LANDSCAPING**

PERIMETER PARKING LOT LANDSCAPING MUST BE PROVIDED TO VISUALLY SCREEN PARKING LOTS FROM PUBLIC RIGHTS OF WAY AND FROM ABUTTING RESIDENTIAL ZONING DISTRICTS IN ALL OF THE FOLLOWING CASES:

1. WHEN ANY NEW PARKING LOT IS CONSTRUCTED THAT CONTAINS 10 OR MORE PARKING SPACES OR MORE THAN 3,500 SQUARE FEET OF PAVED AREA; AND
2. WHEN ANY EXISTING PARKING LOT IS EXPANDED TO CREATE 10 OR MORE NEW PARKING SPACES OR MORE THAN 3,500 SQUARE FEET OF ADDITIONAL PAVED AREA.

TOTAL PERIMETER PARKING SHRUBS PROPOSED: 99 SHRUBS

**INTERIOR PARKING LOT LANDSCAPING REQUIREMENTS**

INTERIOR PARKING LOT LANDSCAPING MUST BE PROVIDED IN THE FORM OF AT LEAST ONE SHADE TREE AND 4 SHRUBS PER 10 PARKING SPACES.

TOTAL SPACES PROPOSED: 17
SHRUBS REQUIRED/PROPOSED: 7 SHRUBS
TREE REQUIRED/PROPOSED: 2 TREES

TREES AND LANDSCAPE MATERIAL LOCATED OUTSIDE THE PERIMETER OF THE PARKING LOT MAY NOT BE COUNTED TOWARD SATISFYING INTERIOR PARKING LOT LANDSCAPING REQUIREMENTS. TREES AND LANDSCAPE MATERIAL WITHIN THE CORNERS OF THE PARKING LOT MAY BE COUNTED.

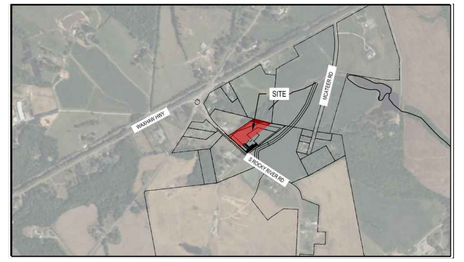
LANDSCAPE ISLANDS MUST BE DISPERSED SO THAT THE DISTANCE BETWEEN ISLANDS IS NO GREATER THAN 1O PARKING SPACES

**TREE PRESERVATION:**

TREE INVENTORY SURVEY REQUIRED IN AREAS "OUTSIDE THE BUILDABLE AREA OF A LOT OR DEVELOPMENT SITE".

BUILDABLE AREA = ALL AREAS LOCATED OUTSIDE SETBACKS, R/W'S, EASEMENTS.

I.E. - TREE SURVEY REQUIRED WITHIN PROPERTY SETBACK AREAS
I.E.
TREES DBH OF 12" OR GREATER MUST BE MITIGATED AT 125% OD DBH REMOVED




# VICINITY MAP
NTS

**TREE, SHRUB, AND GROUNDCOVER PLANTING – GENERAL NOTES**

(UNION COUNTY, NC – PLAN SHEET STANDARD)

ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) AND SHALL BE NURSERY-GROWN, HEALTHY, AND TRUE TO NAME.

ALL TREES, SHRUBS, AND GROUNDCOVERS SHALL BE INSTALLED IN ACCORDANCE WITH
GASTON COUNTY UDO, ALL APPLICABLE LANDSCAPE REQUIREMENTS, AND THESE PLANS.

PLANT SUBSTITUTIONS ARE NOT ALLOWED WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT, ENGINEER, OR THE AUTHORITY HAVING JURISDICTION.

ALL PLANTING AREAS SHALL BE FREE OF CONSTRUCTION DEBRIS, ROCKS, AND SPOIL MATERIAL.
SOILS SHALL BE LOOSENED AND DE-COMPACTED TO A MINIMUM DEPTH OF 6–8 INCHES PRIOR TO PLANTING.

ALL TREES SHALL BE INSTALLED WITH THE ROOT FLARE AT OR NO MORE THAN 1" ABOVE FINISHED GRADE. REMOVE ALL BURLAP, TWINE, AND WIRE FROM THE TOP 1/3 OF THE ROOT BALL.

SHRUBS AND GROUNDCOVERS SHALL BE INSTALLED SO THAT THE ROOT CROWN IS LEVEL WITH ADJACENT GRADE. PLANTS SHALL NOT BE INSTALLED DEEPER THAN THEIR ORIGINAL CONTAINER DEPTH.

MULCH ALL TREE SAUCERS, SHRUB BEDS, AND GROUNDCOVER AREAS TO A 3-INCH DEPTH
(2 INCHES IN GROUND-COVER AREAS). MULCH SHALL BE SHREDDED HARDWOOD OR PINE BARK AND SHALL BE CLEAN, WEED-FREE, AND FREE OF INVASIVE SPECIES.

TREES SHALL BE STAKED ONLY IF REQUIRED BY THESE PLANS OR THE SITE CONDITIONS. REMOVE STAKES AND STRAPS AFTER 12 MONTHS.

CONTRACTOR SHALL WATER ALL PLANTS IMMEDIATELY AFTER INSTALLATION AND SHALL MAINTAIN ADEQUATE MOISTURE UNTIL FINAL ACCEPTANCE. ALL PLANTING SHALL OCCUR ONLY WHEN SOIL CONDITIONS ARE SUITABLE.

ANY PLANT MATERIAL THAT DIES, DECLINES, OR FAILS TO THRIVE SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER PRIOR TO FINAL ACCEPTANCE.

A MINIMUM ONE-YEAR WARRANTY SHALL APPLY TO ALL TREES, SHRUBS, AND GROUNDCOVERS FROM THE DATE OF FINAL INSTALLATION.

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO EXCAVATION (CALL 811). PLANTING HOLES SHALL NOT BE EXCAVATED WITHIN DESIGNATED UTILITY EASEMENTS WITHOUT PRIOR APPROVAL.

ALL PLANTING BEDS SHALL RECEIVE A WEED-FREE, 3-INCH SOIL AMENDMENT INCORPORATION WHERE SHOWN OR REQUIRED TO IMPROVE SOIL STRUCTURE AND DRAINAGE.

CONTRACTOR SHALL PROTECT EXISTING TREES AND SITE FEATURES DURING CONSTRUCTION. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

FINAL PLANTING LOCATIONS MAY BE ADJUSTED UP TO 24 INCHES TO AVOID OBSTRUCTIONS, MAINTAIN PROPER SPACING, AND IMPROVE VISUAL ALIGNMENT, SUBJECT TO APPROVAL.

ALL TREES ADJACENT TO STREETS SHALL BE PLANTED OUTSIDE OF SIGHT TRIANGLES AND SHALL MEET GASTON COUNTY SIGHT DISTANCE REQUIREMENTS.

TURF AREAS ADJACENT TO PLANTING BEDS SHALL BE SMOOTHLY TRANSITIONED TO MATCH EXISTING GRADE AND SHALL DRAIN FREELY AWAY FROM STRUCTURES.

ALL PLANTING WORK SHALL BE PERFORMED BY QUALIFIED PERSONNEL EXPERIENCED IN LANDSCAPE INSTALLATION.

**UTILITY-RELATED REQUIREMENTS**

CONTRACTOR SHALL CONTACT NORTH CAROLINA 811 PRIOR TO ANY EXCAVATION. ALL UTILITIES SHALL BE FIELD-LOCATED AND MARKED BEFORE ANY PLANTING HOLES ARE DUG.

CONTRACTOR SHALL HAND-DIG ALL PLANTING HOLES WITHIN 5 FEET OF ANY MARKED UNDERGROUND UTILITY. AUGERING IS NOT PERMITTED NEAR UTILITIES.

NO TREE SHALL BE PLANTED WITHIN 10 FEET OF ANY UNDERGROUND UTILITY LINE (WATER, SEWER, ELECTRIC, GAS, FIBER, OR COMMUNICATION) UNLESS APPROVED BY THE ENGINEER AND UTILITY OWNER.

NO TREE SHALL BE PLANTED DIRECTLY ABOVE WATER OR SEWER SERVICE LATERALS. SHRUBS AND GROUNDCOVERS MAY BE USED ONLY IF ROOT SYSTEMS ARE NON-INVASIVE.

NO PLANT MATERIAL SHALL BE INSTALLED WITHIN UTILITY EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL OF THE UTILITY OWNER AND AUTHORITY HAVING JURISDICTION. WHERE PLANTED IN APPROVED EASEMENTS, THE OWNER ACCEPTS RISK OF DAMAGE OR REMOVAL DURING FUTURE UTILITY WORK.

MAINTAIN REQUIRED CLEARANCES FROM OVERHEAD UTILITIES. UNDER POWER LINES, SELECT ONLY TREE SPECIES THAT MATURE BELOW THE UTILITY HEIGHT AS APPROVED BY THE LOCAL ELECTRIC UTILITY.

CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT BETWEEN PLANT MATERIAL AND UTILITIES IS DISCOVERED SO THAT FIELD ADJUSTMENTS CAN BE MADE.

**SITE & INSTALLATION REQUIREMENTS**

FINAL PLANT LOCATIONS MAY BE SHIFTED UP TO 24 INCHES TO AVOID OBSTRUCTIONS, UTILITIES, OR CONFLICTS WHILE MAINTAINING THE INTENT OF THE DESIGN.

MAINTAIN ALL REQUIRED SIGHT TRIANGLE CLEARANCES. NO SHRUBS EXCEEDING 30" MATURE HEIGHT SHALL BE INSTALLED WITHIN SIGHT TRIANGLES.

CONTRACTOR SHALL PROTECT EXISTING TREES, ROOT ZONES, AND SITE FEATURES FROM DAMAGE THROUGHOUT CONSTRUCTION. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

TURF AREAS ADJACENT TO PLANTING BEDS SHALL BE GRADED TO PROVIDE SMOOTH TRANSITIONS AND POSITIVE DRAINAGE AWAY FROM STRUCTURES.

ALL WORK SHALL BE PERFORMED BY QUALIFIED LANDSCAPE INSTALLATION PERSONNEL.


P3 CIVIL. PLLC
750 Imperial Ct
Charlotte, NC 28273
www.p3-civil.com


# MCATEER DESIGN OFFICE
## LANDSCAPE PLAN

P3 JOB # 2025-0018
DECEMBER 15, 2025

**GRAPHIC SCALE**

−40 0 40 80

SCALE: 1" = 40'

# Rezoning Request CZ-2026-005 McAteer

This case is a request to rezone a 5.75 acre portion of a 17.21 acre parcel appearing on the tax map as tax parcel 09-384-013 located on South Rocky River Road from RA-40 to Light Industrial (LI) with Conditions. The rezoning request is a conditional rezoning, and includes the following conditions:

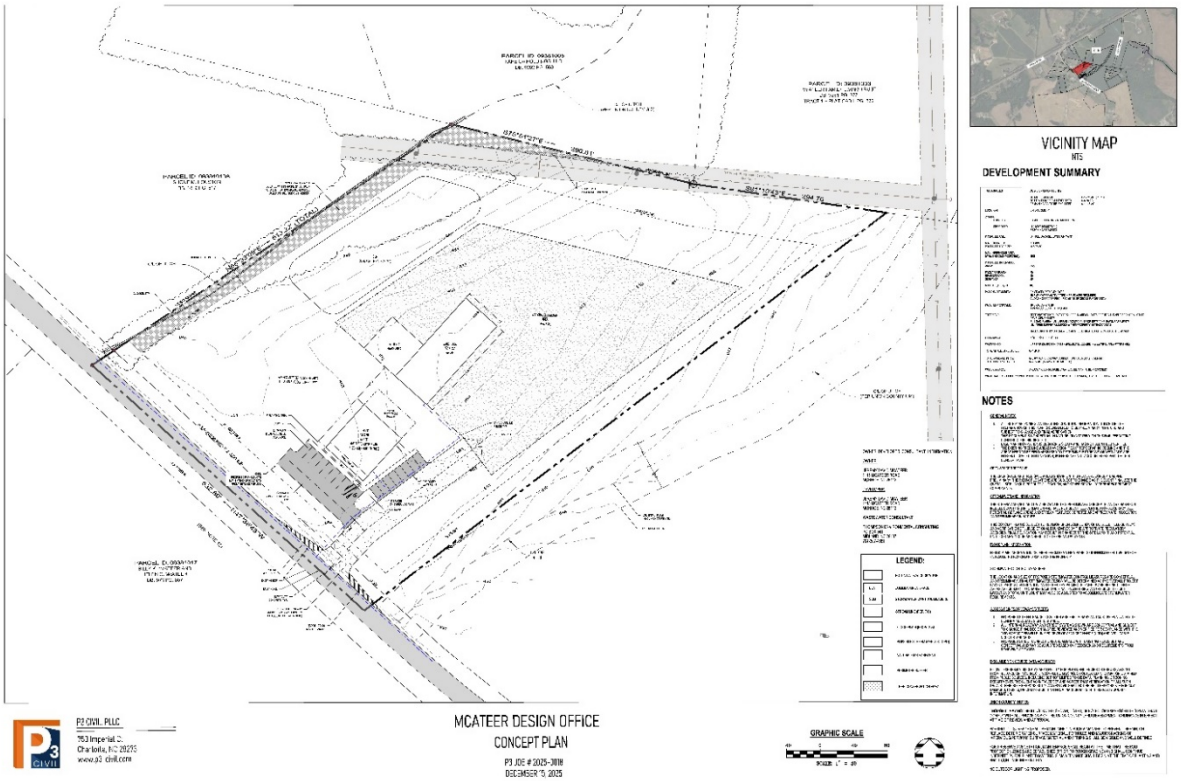
1) Limited to approved site plan dated April 6, 2026

2) Uses limited to office, warehouse and construction equipment and material storage

3) 5.75 acre portion will be subdivided from parcel

4) Five-year vesting of development rights

5) Development will meet all requirements of the Union County Unified Development Ordinance on the date of approval




**Planning Department**
500 North Main Street, Suite 70
Monroe, NC 28112
T 704.283.3565

unioncountync.gov

## Contact Information

1. Staff: Bjorn Hansen, Senior Planner, 704-283-3690, bjorn.hansen@unioncountync.gov
2. Owner: McAteer Family Living Trust, 1115 McAteer Road, Monroe, NC 28112
3. Applicant: Jeremy McAteer, 1115 McAteer Road, Monroe, NC 28112

## Property Information

Located on the east side of South Rocky River Road south of NC 75. Location more specifically described as tax parcel 09-384-013.



*Site*



*North of Site*



*West of Site*



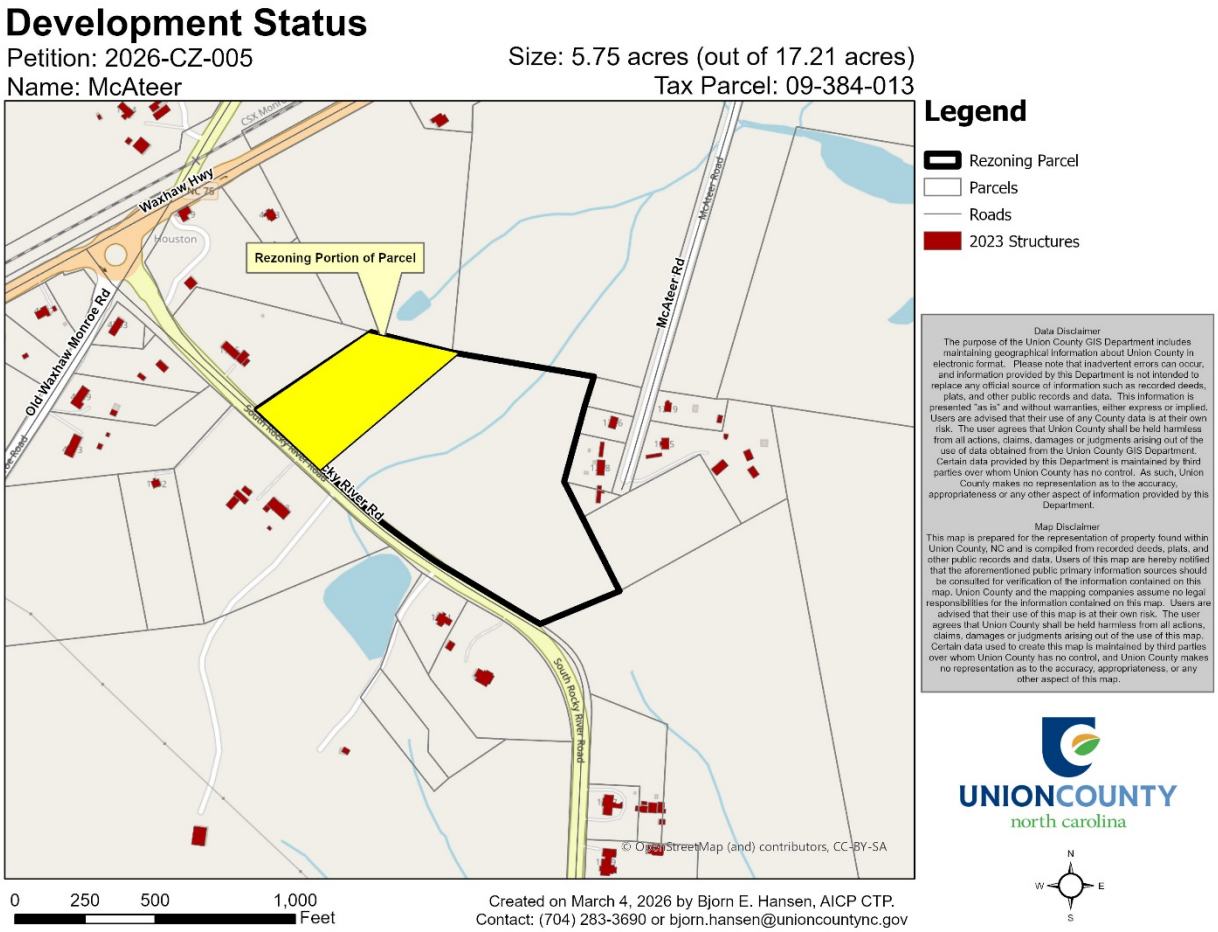
*East of Site*

## Municipal Proximity

The site is one mile east of Mineral Springs.

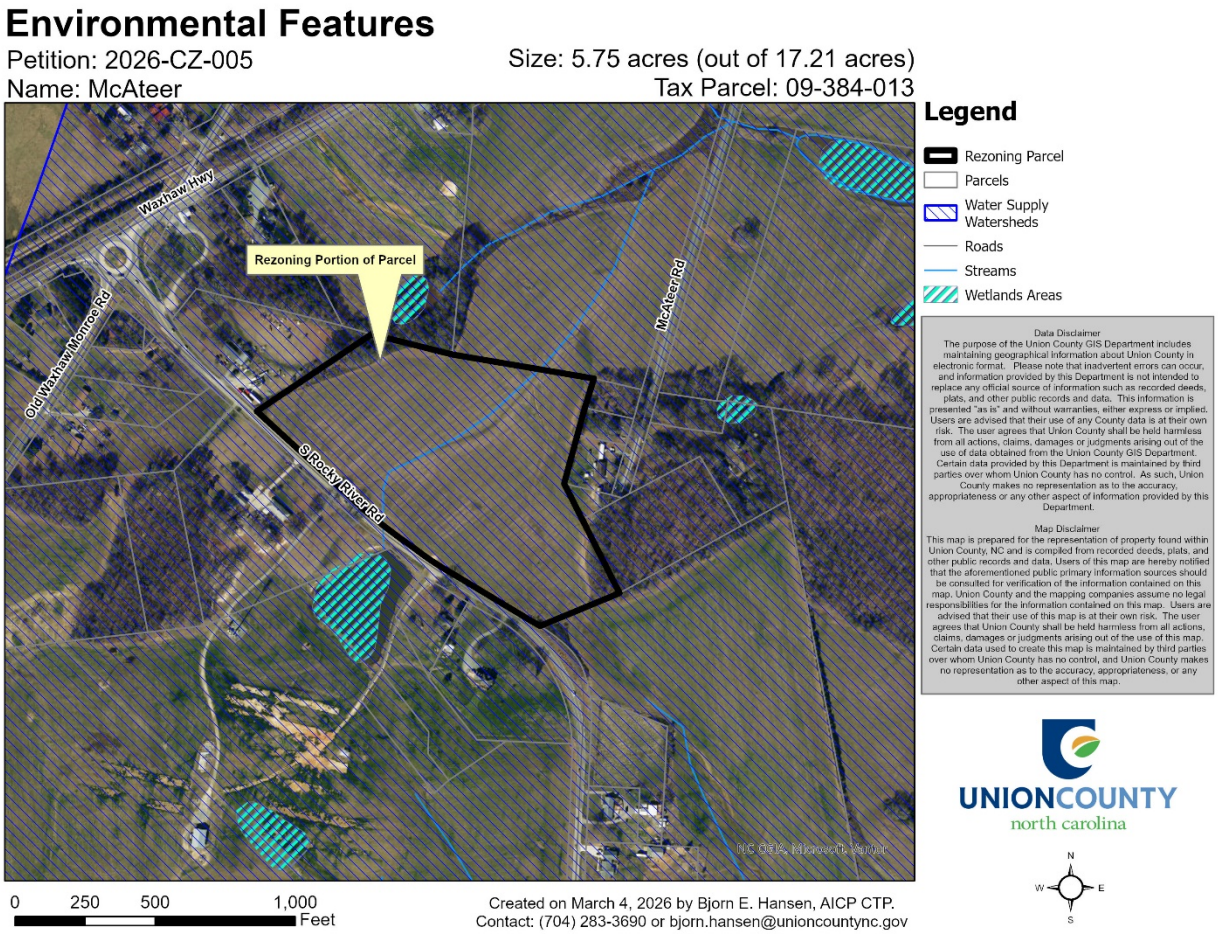
## Existing Land Use and Development Status

The parcel is currently zoned RA-40 and is used for row crops.




## Environmental Features

There is a stream in the center of the parcel, but it does not impact the portion being rezoned. The entire parcel is within the Lake Lee Water Supply Watershed, which limits impervious surface. The proposed site plan meets the watershed development standards.

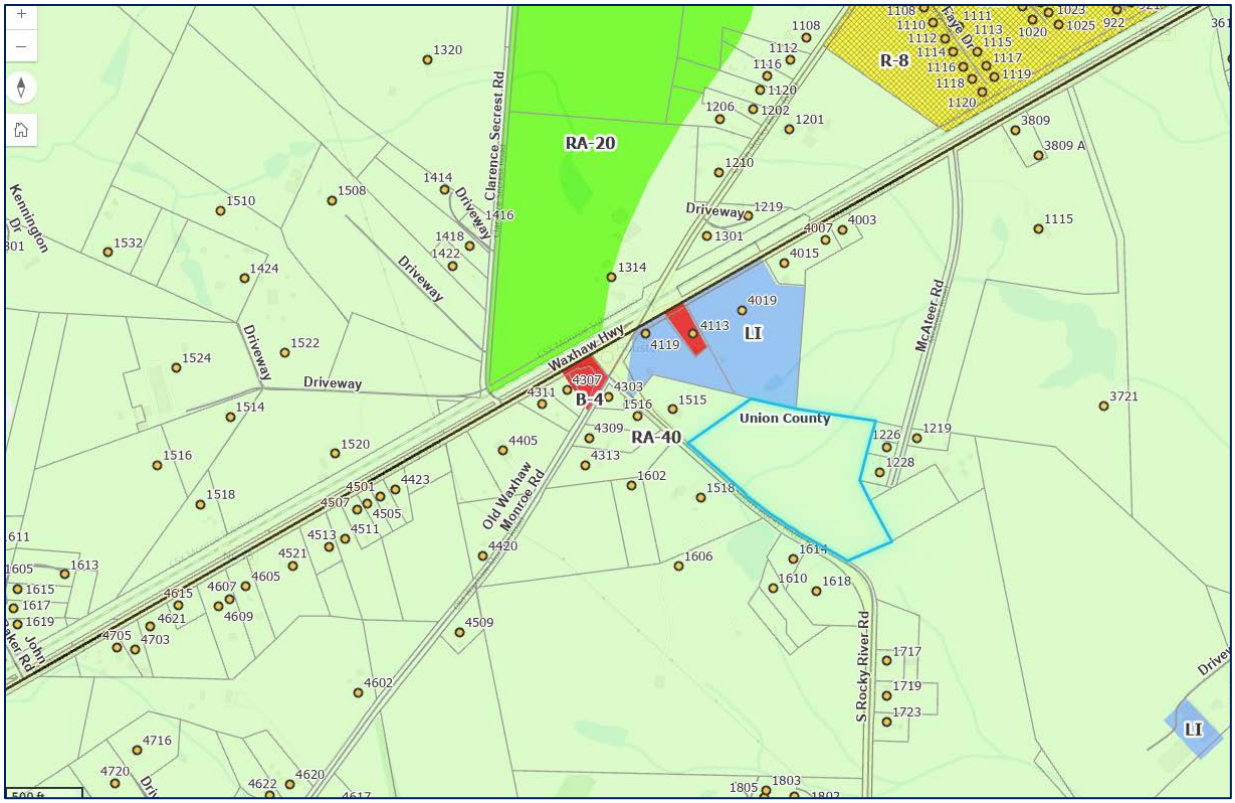



## Utilities

Water is available to the site and will rely on septic for sewer service.

## Zoning and Land Use History

This property has been zoned RA-40 since zoning was instituted in Union County. There have been several rezonings to Light Industrial immediately north of this property since 1977. Two large residential rezonings south of the site were proposed in 2019 and 2022 and were denied. Two special use permits for day care facilities west of the site were approved in 1981 and 1996. There have been no other zoning actions in the immediate vicinity in unincorporated Union County.




## Schools

Because this rezoning request is commercial in nature, UCPS was not consulted for comments.

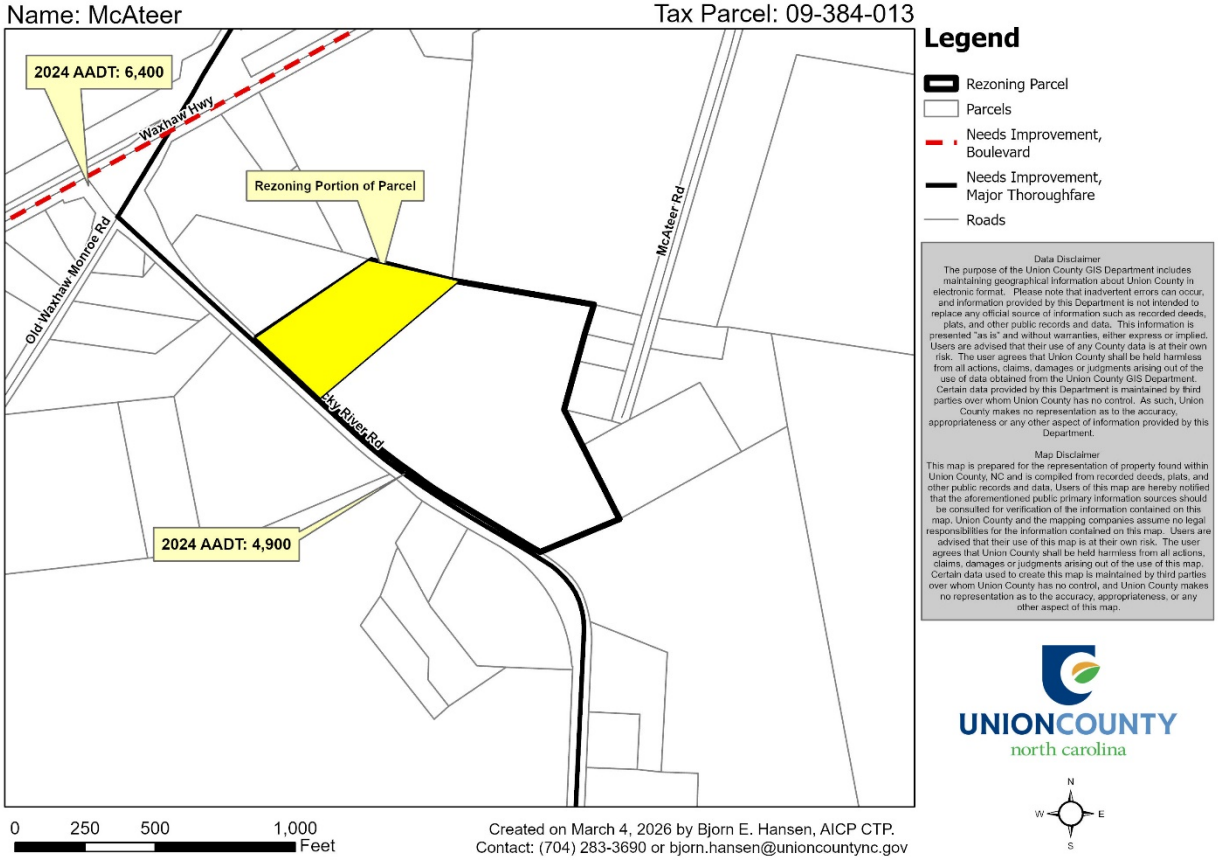
## Transportation

This site is on South Rocky River Road, which is a NCDOT-maintained facility. This section of South Rocky River Road carries approximately 4,900 vehicles per day. There are no funded road improvement projects in the immediate vicinity of the rezoning. A traffic Impact Analysis (TIA) was not required for this rezoning. The anticipated trip generation for this site is expected to be low, although it will have a high percentage of truck traffic.

## Transportation

Petition: 2026-CZ-005
Name: McAteer

Size: 5.75 acres (out of 17.21 acres)
Tax Parcel: 09-384-013




Created on March 4, 2026 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

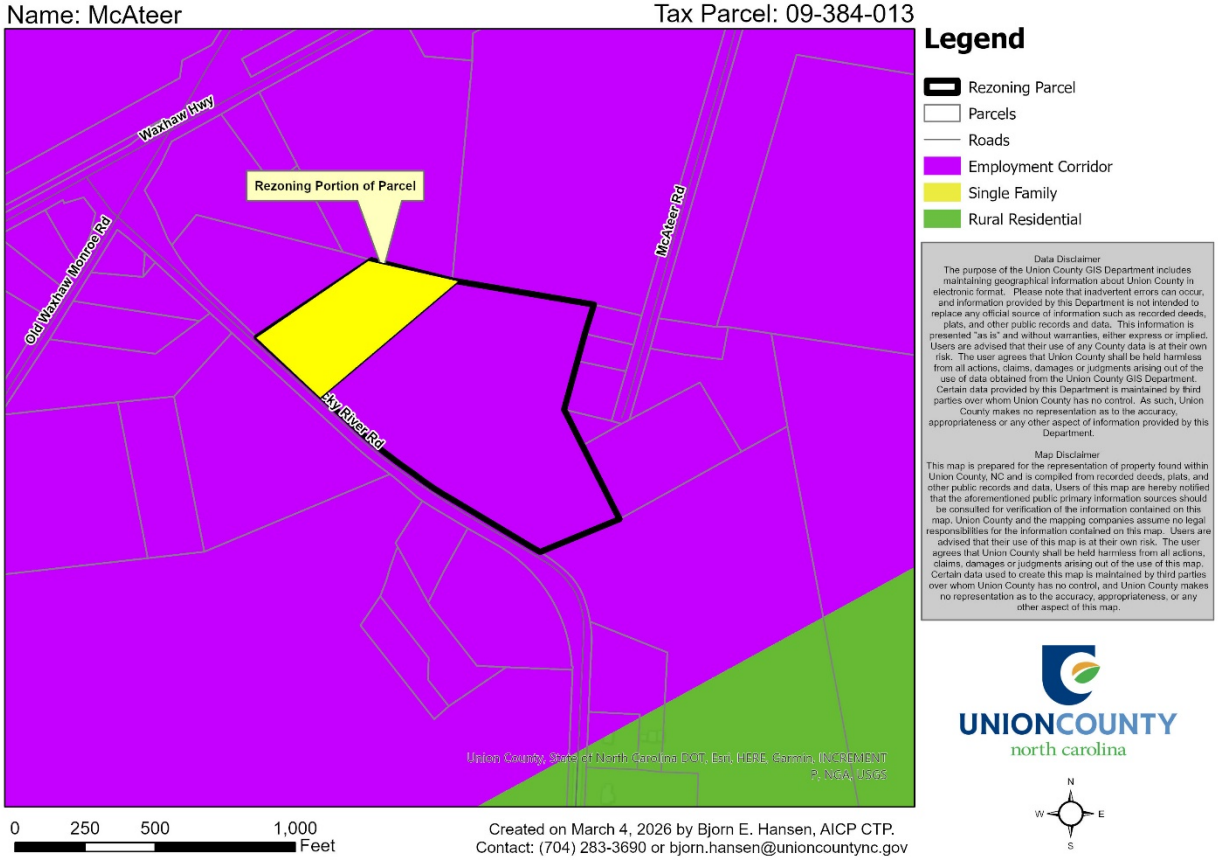
## Union County Comprehensive Plan

The Union County 2050 comprehensive plan identifies this area as a Rural Residential area with an Employment Corridor overlay. The uses proposed under Light Industrial zoning are consistent with the intent of the Employment Corridor.

## Land Use Map

Petition: 2026-CZ-005
Name: McAteer

Size: 5.75 acres (out of 17.21 acres)
Tax Parcel: 09-384-013




Created on March 4, 2026 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

# Public and Municipal Comments

## Public Comments

A community meeting was required and was held on April 28, 2026. A total of two residents attended the meeting and asked questions about parcels impacted by the rezoning, approval process, and implementation timeline. No changes were made to the site plan as a result of the meeting.

## Municipal Comments

Mineral Springs was not consulted due to the distance to their municipal limits.

# Recommendations

## Land Use Board

The Land Use Board reviewed this rezoning request at its May 19, 2026 meeting and unanimously recommended approval based on consistency with the land use map and business opportunities for owner.

## Planning Department

This part of Union County is identified as an Employment Corridor overlaid on rural residential and agricultural land uses. The proposed use is allowed in Light Industrial, which is an appropriate zoning designation in an Employment Corridor. The proposed traffic impacts are moderate and this use will increase business opportunities in Union County. The proposed use is therefore considered appropriate for the area. Because of these aspects of the development, staff recommend **approval** of this rezoning application.

**BOCC Motions for Proposed Amendment to the Union County Zoning Map (CZ-2026-005)**

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (CZ-2026-005) submitted by Jeremy McAteer, requesting a revision of the Union County Zoning Map by rezoning a 5.75 acre portion of one parcel totaling approximately 17.21 acres appearing on the tax map as tax parcel 09-384-013 on South Rocky River Road from RA-40 to Light Industrial (LI) with Conditions.

**TO *APPROVE* THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN)**

**Motion**

(i) Adopt the Ordinance Approving Revision to the Official Zoning Map of Union County, North Carolina, and (ii) adopt the consistency and reasonableness statement for approval.

**TO *DENY* THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN)**

**Motion**

(i) Deny rezoning petition CZ-2026-005 from Jeremy McAteer; and (ii) adopt the consistency and reasonableness statement for denial.

**Statements of Consistency and Reasonableness for Proposed Amendment to the Union County Zoning Map**

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (CZ-2026-005) submitted by Jeremy McAteer, requesting a revision of the Union County Zoning Map by rezoning a 5.75 acre portion of one parcel totaling approximately 17.21 acres appearing on the tax map as tax parcel 09-384-013 on South Rocky River Road from RA-40 to Light Industrial (LI) with Conditions.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN) (CZ-2026-005)**

Pursuant to N.C.G.S. § 160D-605, the Union County Board of Commissioners (the "Board") does hereby find and determine that adoption of the proposed map amendment is consistent with the currently adopted Union County Comprehensive Plan (the "Plan"). The adoption of the proposed map amendment (i) takes into account the need to amend the zoning map to meet the needs of the community, and (ii) is reasonable and in the public interest because:

1. The proposed use is consistent with the Plan. The Plan's Land Use Map identifies this area as Employment Corridor overlay. The Plan provides that a variety of employment uses may be appropriate in an Employment Corridor. Such uses that may be appropriate include, without limitation, distribution, logistics, aeronautics, industrial, and agri-business. A rezoning to Light Industrial would allow for many of these development uses contemplated for an Employment Corridor under the Plan.
2. The parcel of land is a larger parcel (over five acres) and is reasonable in size for the proposed zoning district.
3. An immediately adjacent property is already zoned as Light Industrial, as well as legally non-conforming commercial uses immediately north of the proposed use.
4. The benefits to the community at large, the neighbors, and the property owners of the proposed rezoning outweigh any detriments to the neighbors and others caused by the rezoning. The benefits of this rezoning include potentially allowing for increased employment or business uses for the surrounding community to utilize, as well as developing an area designated in the Plan for development immediately adjacent to a significant transportation corridor in the County. The potential detriments of the proposed rezoning, depending upon the allowed use utilized in the proposed zoning district, include any increased noise, light, and traffic exposure from the use that could affect nearby properties.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2026-005)**

Pursuant to N.C.G.S. § 160D-605, the Union County Board of Commissioners (the "Board") does hereby find and determine that this rezoning petition is inconsistent with the Union County Comprehensive Plan (the "Plan") and that denial of the proposed map amendment is reasonable and in the public interest because:

1. Future allowed uses on the property under certain uses allowed in Light Industrial districts could result in increased congestion on the roads and streets adjacent and nearby to the property. Traffic congestion is a noted concern in the Plan.
2. The property is within a Water Supply Watershed, which limits development intensity in order to protect the City of Monroe's water supply. The proposed use would increase development intensity on an existing undeveloped parcel. Supporting safe drinking water is noted under the Plan.
3. The proposed rezoning may facilitate ongoing and potential future industrial uses in close proximity to existing residential uses, including residential uses in nearby areas identified as Rural Residential.

AFFP
PUBLIC NOTICE NOTICE IS HERE

# Affidavit of Publication

STATE OF NC }
COUNTY OF } Union SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Enquirer Journal, a daily newspaper of general circulation, printed and published in Monroe, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

May 27, 2026, June 03, 2026

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 3rd day of June 2026.

Barbara M Daniels
Barbara M Daniels, Notary, Guilford , County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00003753 71490471

EJ
UNION COUNTY GOVERNMENT--LYNN WEST
500 N MAIN STREET
ROOM 921
MONROE, NC 28112

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will meet on Tuesday, June 16, 2026, at 6:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, to conduct a public hearing and receive comments from the public on the petition set forth below.

Rezoning petition (CZ-2026-005) submitted by Jeremy McAteer, requesting a revision of the Union County Zoning Map by rezoning a 5.75 acre portion of one parcel totaling approximately 17.21 acres appearing on the tax map as tax parcel 09-384-013 on South Rocky River Road from RA-40 to Light Industrial (LI) with Conditions.

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

The documents related to the proposed petition are available for inspection and study at the Union County Planning Department located at 500 North Main Street, Suite #70, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition may contact the Planning Department at 704-283-3565.

Any person requesting a sign language interpreter or any person requesting any other special assistance needed due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West
Clerk to the Board

**May 27, June 3, 2026**

**File #:** 26-335 **Agenda Date:** 6/16/2026

**TITLE:**

Public Hearing - Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)

**INFORMATION CONTACT:**

Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630

**ACTION REQUESTED:**

Conduct a Public Hearing to consider the conveyance of 60.97 acres located within the Union County Industrial Park along Goldmine Road to McGee Corporation, their subsidiary or affiliated entity, for a new industrial facility.

**PRIOR BOARD ACTIONS:**

1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
2) October 20, 2025, Regular Meeting, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed $696,00 paid over a 5-year period beginning in FY 2028
3) December 8, 2025, Regular Meeting, Agenda Item #25-748 - Public Hearing for consideration of conveyance of county owned property
4) December 8, 2025, Regular Meeting, Agenda Item #25-749 - Consideration of conveyance of county owned property.

**BACKGROUND:**

The Union County Economic Development Department started conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company has previously submitted an offer of $4,267,900.00, being $70,000 per acre. However, there are certain conditions existing on the land, which has reduced this offer to $4,136,650.00. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1 (the specific parcel considered for sale is Union County Tax Parcel #09372003D). McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The purchase consideration is $4,136,650.00 in cash, subject to all easements, right of ways, encroachments, and other restrictions of record. The Board of Commissioners has determined that the property subject to conveyance, with consideration of certain conditions existing on the land, has a fair market value of $4,136,650.00.

The land will be used for an industrial project with an approximate investment of $40,000,000 and the creation of 35 new jobs with a probable hourly wage of $30.28 per hour for employees on the property.

McGee Corporation intends to build a new 366,000 square-foot manufacturing facility on the property which will serve as its headquarters for design, sales, manufacturing, and distribution. This sale is made pursuant to private negotiation under G.S. 158-7.1

**FINANCIAL IMPACT:**

Union County would receive $4,136,650.00 in cash in exchange for the land. The project would also bring a prospective $40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of $30.28 per hour into Union County.

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-337 **Agenda Date:** 6/16/2026

**TITLE:**

Proclamation - America 250 Month

**INFORMATION CONTACT:**

Liz Cooper, Public Communications, Director, 704-283-3587

**ACTION REQUESTED:**

Adopt Proclamation recognizing July 2026 as America 250 Month in Union County.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

On July 4, 2026, our nation will celebrate the 250th anniversary of this historic event, known nationwide as “America 250.” This proclamation recognizes the 250th anniversary of the signing of the Declaration of Independence on July 4, 1776, and encourages residents to reflect on the nation's founding principles of liberty, equality, and democracy. It also highlights Union County's contributions to the history of North Carolina and the United States, while encouraging participation in local commemorative events and activities that honor our shared history, promote civic engagement, and foster community pride and unity.

**FINANCIAL IMPACT:**

None.

**PROCLAMATION BY THE UNION COUNTY BOARD OF COMMISSIONERS**

**AMERICA 250 MONTH 2026**

WHEREAS, on July 4, 1776, the Declaration of Independence was signed, establishing the United States of America and laying the foundation for the principles of liberty, equality, and democracy; and

WHEREAS, on July 4, 2026, our nation will celebrate the 250th anniversary of this historic event, known nationwide as "America 250"; and

WHEREAS, Union County, formed in 1842, has contributed proudly and significantly to the history of our nation and our state, and will continue to do through our vision of a safe, healthy and rural community for residents and businesses to learn, progress, and thrive; and

WHEREAS, America 250 provides an opportunity to reflect on our country's founding principles and honor the progress and resilience of our community; and

WHEREAS, participating in commemorative activities across Union County and its numerous municipalities will help ensure a meaningful remembrance of our shared past and inspire civic engagement for all Union County residents; and

WHEREAS, Union County Board of Commissioners encourages and supports this historic milestone by the organization and promotion of community events and programs to reaffirm our commitment to the principles and ideals upon which the country was founded; and

NOW, THEREFORE, BE IT PROCLAIMED by the Union County Board of Commissioners that July 2026 shall be known as "America 250 Month" in Union County, North Carolina, and the Union County Board of Commissioners urges Union County residents to participate in activities that honor our history and promote civic pride and community unity.

Adopted the 16th day of June, 2026.

ATTEST:

Lynn G. West, Clerk to the Board

Brian Helms, Chair
Union County Board of Commissioners

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-339 **Agenda Date:** 6/16/2026

**TITLE:**

Service Award Recognition

**INFORMATION CONTACT:**

Jennifer Davis, Human Resources, Assistant Director, 704-283-3803

**ACTION REQUESTED:**

Short video will play to recognize employee service award recipients for Q2 including April, May, and June.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The employee recognition program acknowledges employees for full-time continuous service at the following intervals: 5 years, 10 years, 15 years, 20 years, 25 years and 30 years of service. We would like to recognize the following employees for full-time continuous service with Union County Local Government.

**FINANCIAL IMPACT:**

None.

Union County Government Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-361 **Agenda Date:** 6/16/2026

**TITLE:**

Union County Sheriff's Office Update

**INFORMATION CONTACT:**

Chief Deputy Tony Underwood, Union County Sheriff's Office

**ACTION REQUESTED:**

None

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

The Union County Sheriff's Office will provide an operational update to the Board of Commissioners.

**FINANCIAL IMPACT:**

None

**File #:** 26-345 **Agenda Date:** 6/16/2026

**TITLE:**

Write Off - FY26 Water & Sewer Delinquent Balances

**INFORMATION CONTACT:**

Amy McCaskill, UC Water - Utility Business Services, Director, 704-283-3508

**ACTION REQUESTED:**

Approve the write-off of uncollectible water and sewer accounts as needed.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

N.C.G.S 25-2-725(1) and 1-52(1) place a statute of limitations on how far back delinquent water, sewer, and solid waste account balances can be collected. Water accounts can be collected up to 4 years past their final bill date while sewer accounts can only be collected up to 3 years past their final bill date. Any outstanding account balances past those dates are considered to be write-offs defined as the elimination of uncollectible accounts receivable recorded on the general ledger.

The included attachment, for 1,139 water and sewer accounts totaling $157,526.65 denotes the information for FY2026.

**FINANCIAL IMPACT:**

There will be a reduction in the accounts receivable balances for Union County Water of $157,526.65. This will also be shown as a corresponding expense to the enterprise fund uncollectable accounts.

To: Union County Board of Commissioners

From: Amy McCaskill, Director, Utility Business Services

Date: 6/16/2026

Re: Uncollectible Water and Sewer Accounts

Beginning July 1, 2013, the Union County Tax Collector's office assumed the responsibility for managing the delinquent account balances for Union County Public Works' final billed water and sewer accounts. To the extent allowed by the North Carolina General Statutes, the Tax Collector's office has been collecting these outstanding account balances through the same processes used to collect delinquent tax bills. In Fiscal Year 2015, Union County Public Works contracted with a third-party collection agency to continue collection efforts after the Tax Collector's office has exhausted all options available to them. In July of 2021, the Deputy Tax Collector FTE was transferred underneath Union County Water Business Operations.

The North Carolina General Statutes clearly define the time frame for which delinquent utility bills can be collected. N.C.G.S 25-2-725(1) specifies that water account balances can be collected up to four years past the final bill date. Likewise, N.C.G.S 1-52(1) specifies that sewer account balances can be collected up to three years past the final bill date. This means that delinquent balances remaining on water accounts that were final billed prior to July 1, 2022 and on sewer accounts that were final billed prior to July 1, 2023 are deemed uncollectible as of July 1, 2026 and should be removed from Union County Water's accounts receivable balances.

In compliance with these statutes of limitations, we are requesting that the Board of County Commissioners approve the write off of all final billed account balances that fall outside of the previously stated statutes of limitation, excluding any accounts with an active garnishment. The balances to be written off are as follows:

| | **FY23 Write Offs** | **% of FY23 Service Charges** |
|---|---|---|
| Water | $82,821.76 | 0.24% |
| Sewer | $74,704.89 | 0.23% |
| **Total** | **$157,526.65** | |

I will be glad to answer any further questions you may have regarding this matter.

**Union County Water**
Street Address
City, State ZIP
T 555.555.5555

**unioncountync.gov/water**

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-338 **Agenda Date:** 6/16/2026

**TITLE:**

2025 Critical Intersection Program Design and Cost Estimation Study Approval

**INFORMATION CONTACT:**

Bjorn E. Hansen, Planning Department, Senior Planner - Long Range Planning, 704-283-3690

**ACTION REQUESTED:**

Approve recommended designs for five intersections in study as shown in attached slideshow

**PRIOR BOARD ACTIONS:**

1) October 21, 2024, Regular Meeting, Agenda Item #24-644 - Authorized staff to apply for CRTPO grant
2) June 2, 2025, Regular Meeting, Agenda Item #25-329 - Authorized interlocal agreements with participating municipalities

**BACKGROUND:**

Union County, in partnership with Indian Trail, Monroe, Unionville and Wesley Chapel, has completed the design and cost estimation work for five intersections identified in the 2023 Critical Intersection Analysis. The intersections are:

- Unionville- Indian Trail Road at Unionville Brief and East CJ Thomas (Unionville)
- Lancaster and Bragg (Monroe)
- New Town and Lester Davis (Wesley Chapel)
- Old Charlotte and Hayes/Faircroft (Indian Trail)
- NC 84 and Willoughby

The County, municipalities, NCDOT, and CRTPO met from October 2025 through May 2026 to analyze conditions, evaluate options, develop designs, engage the public, and identify a recommended design and cost. The public was consulted in March with virtual community meetings and online survey.

The four municipalities have approved the designs within their boundaries. The intersection of NC 84 and Willoughby is the only intersection in unincorporated Union County.

Approval does not commit Union County to funding the recommended improvements. The designs and cost estimates may be used by the County, municipalities, and NCDOT in future grant applications for implementation.

**FINANCIAL IMPACT:**

None.

# Union County Critical Intersections Design and Cost Estimation Study

# Program Background

## 2014 – Need Identified

- Union County determined the need for a list of high priority intersections to focus efforts for funding

## 2016 – Critical Intersection Analysis

- 15 intersections identified and designed
- 11 funded

## 2019 – Critical Intersection Analysis II

- Additional 15 priority intersections identified
- 11 funded

## 2019-2020 – Grant Funded Designs

- 6 intersections

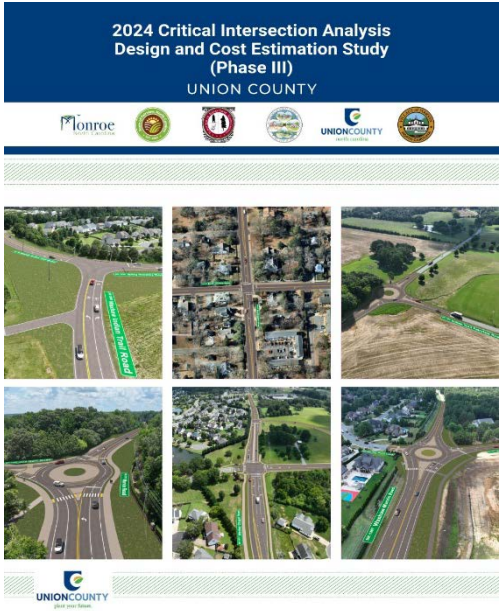
## 2020-2021 – Grant Funded Designs

- 5 intersections

## 2023 – Critical Intersection Analysis III

- 15 additional priority intersections identified
- 3 funded




## 2024-2026 – Grant Funded Designs

- 2024 Design (6 intersections) and 2026 (5 - current)

# 2025 Study Intersections



**Unionville-Indian Trail Rd. at Unionville-Brief Rd. / E C.J. Thomas Rd.**

This is currently two offset, unsignalized, three-way...



**Lancaster Ave. at Bragg St.**

This is currently a two-way stop controlled intersection in the City of Monroe.



**New Town Rd. at Lester Davis Rd.**

This is currently a three-way, stop-controlled intersection without turn lanes in the Village of Wesley Chapel.



**Old Charlotte Hwy. at Hayes Rd. / Faircroft Way**

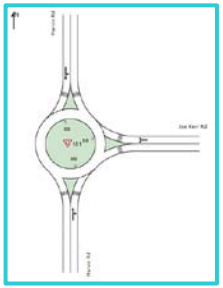
This is currently two offset, stop controlled, three-way intersections in the Town of Indian Trail.



**NC 84 (Weddington Rd.) at Willoughby Rd.**

This is currently a three-way unsignalized intersection in unincorporated Union County.

# Critical Intersections – Design Process



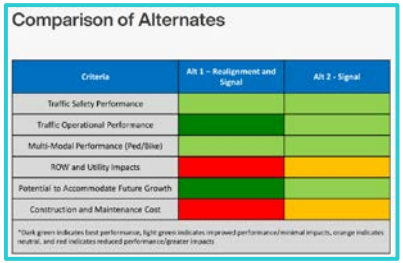
Data Collection & Traffic and Safety Analysis



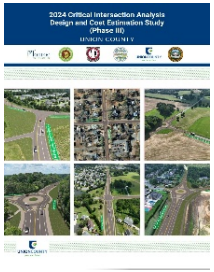

Develop and Refine Alternates & Estimates




Public Outreach




Preferred Alternate Selection




Final Report & Recommendations

COMMITTEE MEETINGS:
MUNICIPAL REPRESENTATIVES
UNION COUNTY
NCDOT
CRTPO
DESIGN TEAM

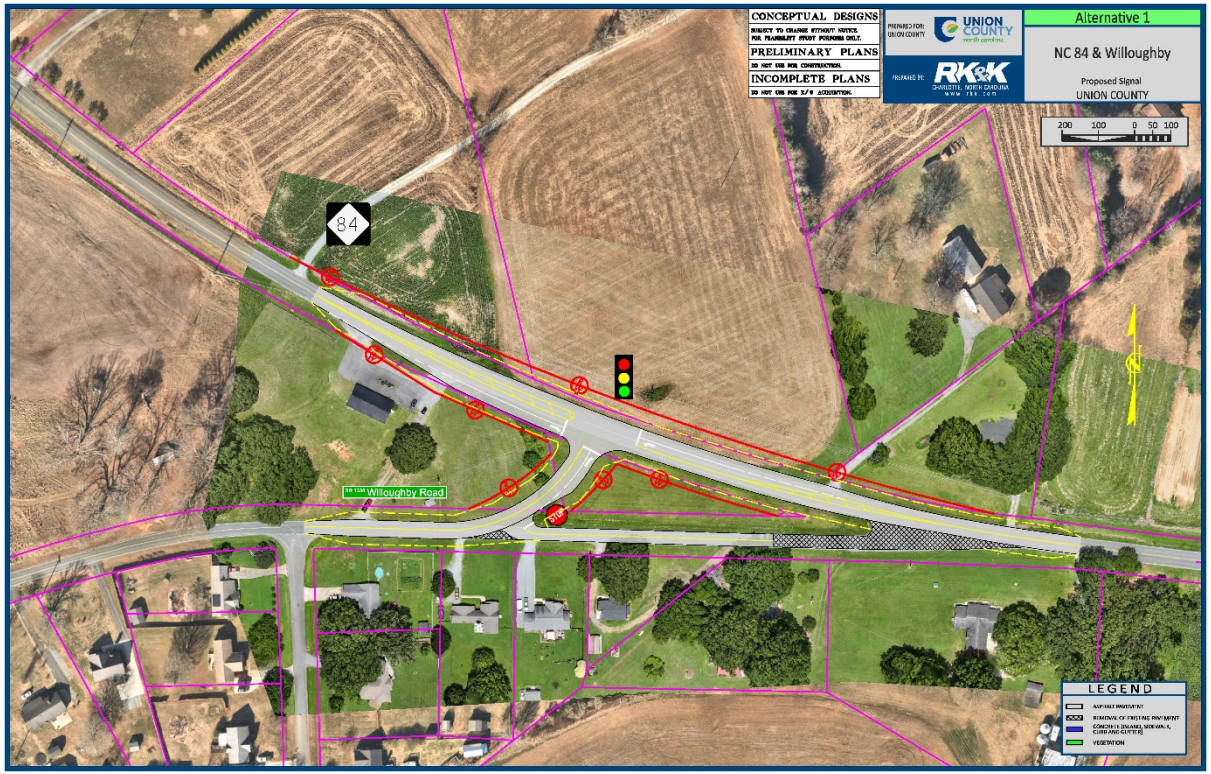



*Public Surveys closed March 23, 2026*

# NC 84 (Weddington Rd.) and Willoughby Rd.

**Recommended Design – Realign with Signal**

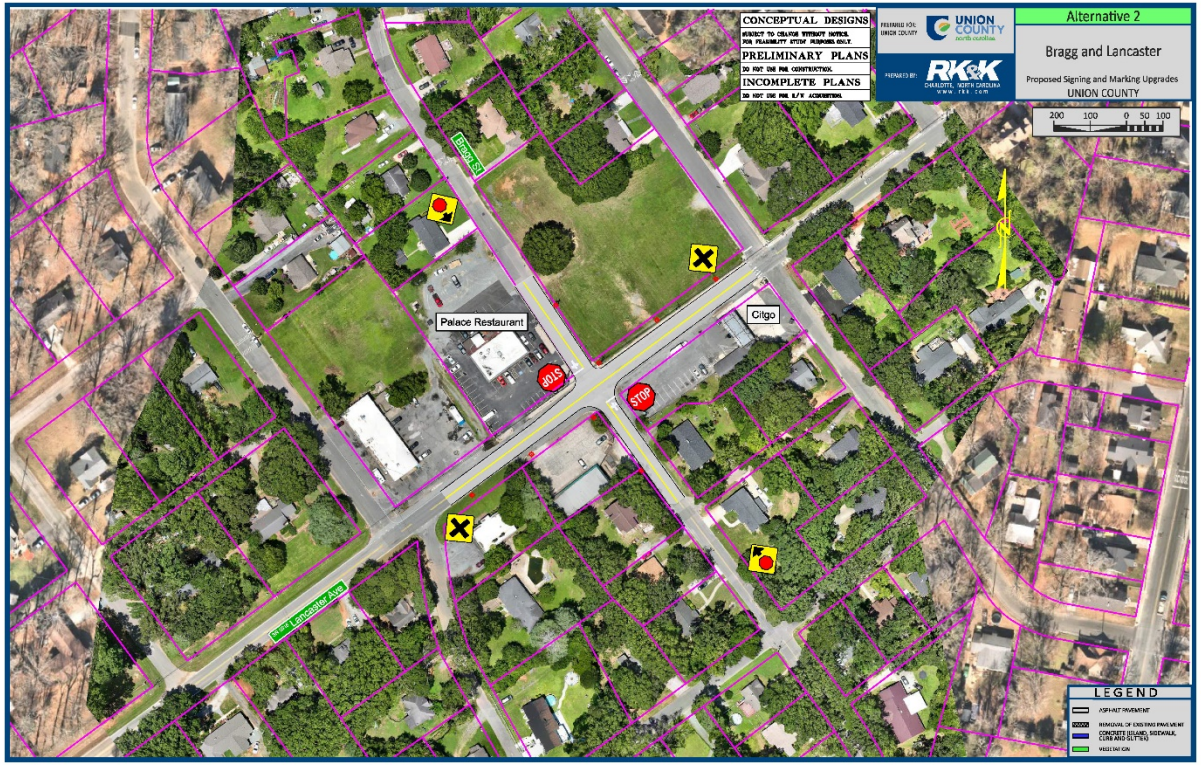
- Alternative was a roundabout
- Recommended design accommodates future traffic growth
- 32% crash reduction
- Public preferred roundabout - 41% versus 30%
- Recommended design cost: $3 million versus $3.3 million for a roundabout



# Bragg and Lancaster - Monroe

**Recommended Design – Access Management**

- Alternative was striping and lighting
- Signal not warranted by traffic
- 9% crash reduction
- Public preferred access management- 43% versus 36% for alternative design
- Recommended design cost: $883,000 versus $283,000 for striping and signage
- Monroe supports the access management option



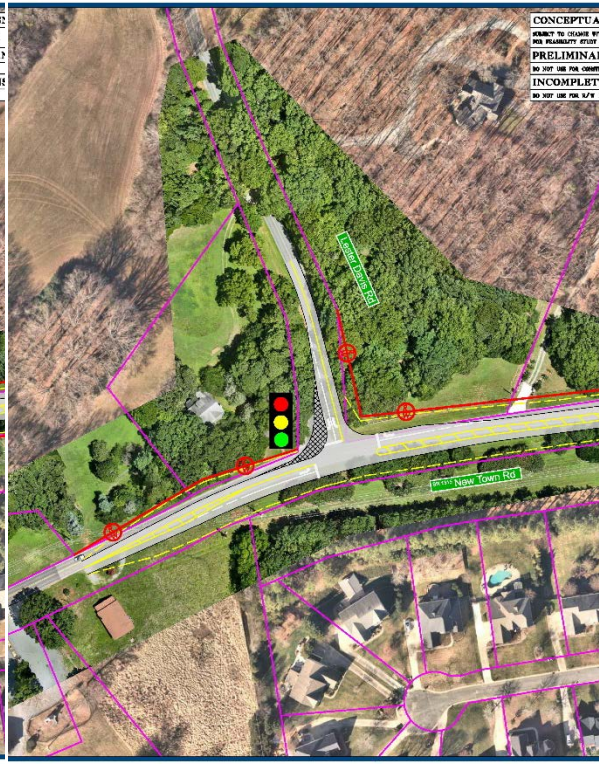
# New Town and Lester Davis – Wesley Chapel

**Recommended Design – Signal with Turn Lanes**

- 14% crash reduction
- Does not rely on Cuthbertson roundabout

- Alternative: Turn lanes with restricted left movement
  - Concern over restricted turn compliance
  - 32% crash reduction
- Similar public support for alternatives - 48% versus 45%
- Recommended design costs: $2.1 million for signal and turn lanes versus $1.7 million for turn lanes and restricted left movement
- Wesley Chapel supports signal with turn lanes

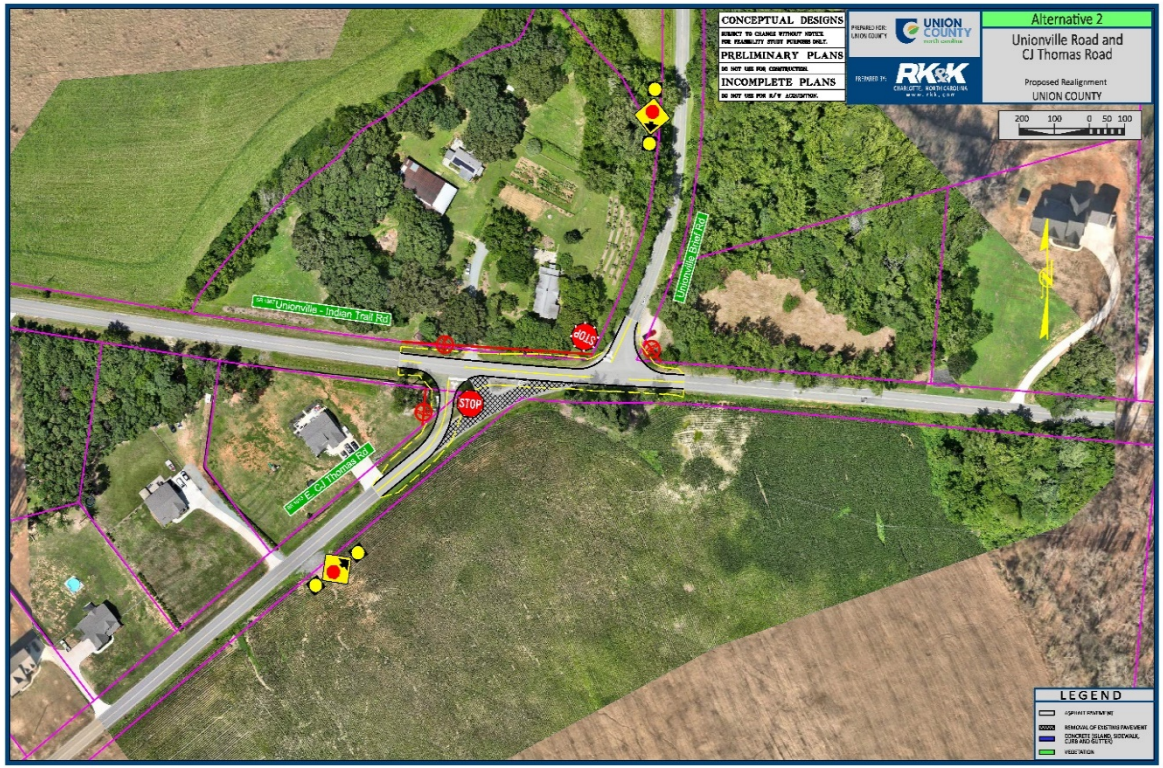


# Unionville Indian Trail, Unionville Brief and E. CJ Thomas - Unionville

**Recommended Design – Realignment and Signage**

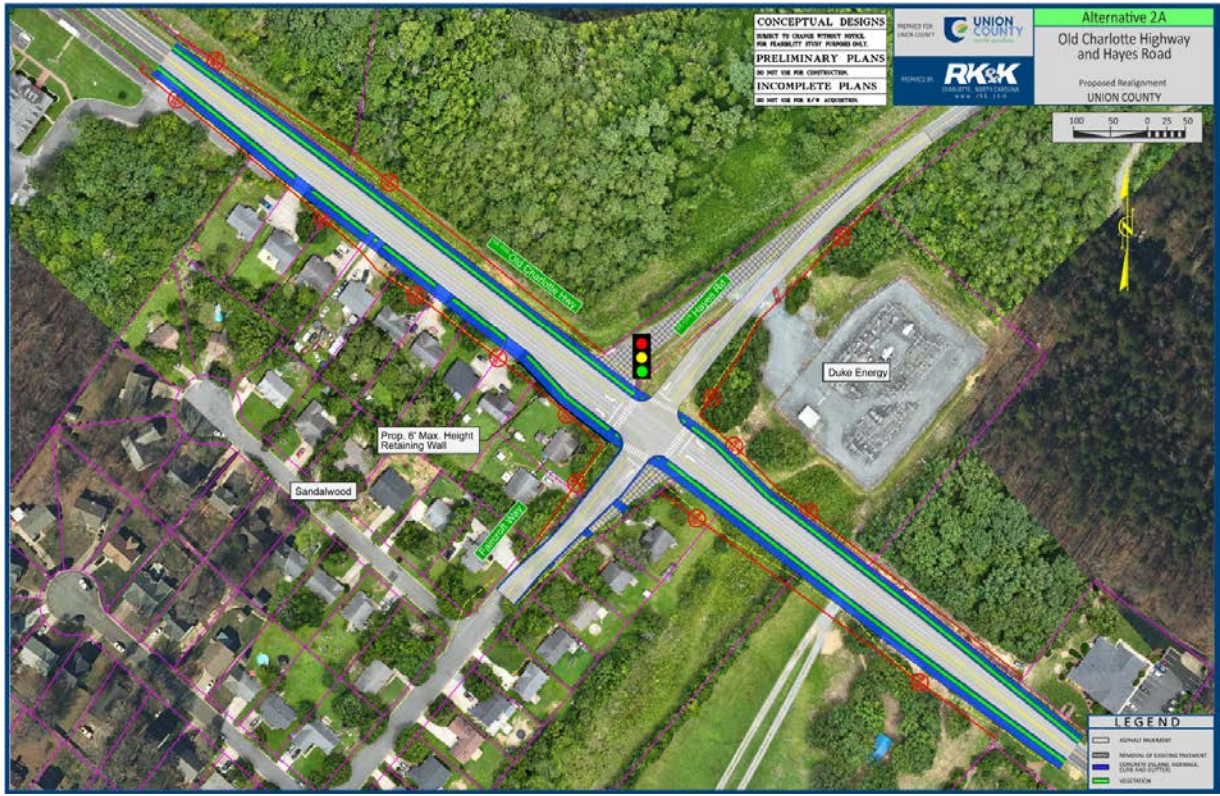
- Alternative was striping and limited alignment changes
- Concern over limited benefit of alternative
- 20% crash reduction
- Strong public support for recommended design, 77% versus 12%
- Recommended design cost: $655,000 versus $395,000 alternative design
- Unionville supports, with existing stop sign on Unionville Indian Trail retained



# Old Monroe and Hayes/Faircroft – Indian Trail

**Recommended Design – Realign with turn lanes and signal**

- Alternative was improving offset intersections with signal
- Concern over loss of capacity on Old Monroe
- 32% crash reduction
- Equal public support for alternatives, 45% for each option
- Recommended design cost: $5.7 million versus $4.3 million for turn lanes and offset signal
- Indian Trail supports realignments with turn lanes and signal



# Requested Action

- Approve recommended designs for the five intersections

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-326 **Agenda Date:** 6/16/2026

**TITLE:**

Financing Letter - New Salem Volunteer Fire Department

**INFORMATION CONTACT:**

Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630

**ACTION REQUESTED:**

Authorize Chairman of the Board to sign the attached letter.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The New Salem Volunteer Fire Department is constructing a new fire station. The Fire Department has secured financing agreement with HomeTrust Bank. As part of the financing documents, the bank requires a letter from Union County, signed by the chair, stating that New Salem Volunteer Fire Department is allowed to provide fire service in Union County, they are in good standing, the fire tax district supports fire operations, and that the department has made the county aware of this financing agreement.

**FINANCIAL IMPACT:**

None.

OFFICE OF THE COMMISSIONERS AND MANAGER

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

Home Trust Bank
P.O. Box 10
Asheville, NC 28802-0010

RE: Lease and Option Agreement between HomeTrust Bank and New Salem Volunteer Fire Department, Inc.

I am Chair of the Union County Board of Commissioners. This letter is to advise you that as of the date of this letter, the following information is accurate regarding New Salem Volunteer Fire Department, Inc. (the "Department").

The Department is a qualified Volunteer Fire Department assigned to protect a specific fire response district within Union County.

In addition, a special fire service tax is assessed on the real property owners of the associated fire service tax district in accordance with applicable law. Said tax is to be used by the Department exclusively to provide fire protection services in the district, which includes equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises in accordance with applicable law and the Department's fire service contract. This tax is collected by the County and disbursed by the County's Finance Office to the Department on a regular basis by the County Finance Officer or a deputy finance officer in accordance with the Department's fire service contract. The Department is operated and managed by the Board of Directors of the Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Department has made us aware of its intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please Be advised that the County has no objection to this transaction.

Sincerely,

Brian Helms
Chair, Union County Board of Commissioners

OFFICE OF THE COMMISSIONERS AND MANAGER

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

Home Trust Bank
P.O. Box 10
Asheville, NC 28802-0010

The funding for New Salem Volunteer Fire Department has been progressive as per the following schedule

| New Salem Fire Tax | Revenue | Assessed | Rate |
|---|---|---|---|
| FY26 as of June 5,2026 | $ 899,289.83 | $ 1,371,105,027 | 0.0713 |
| FY25 | $ 486,188.59 | $ 937,479,508 | 0.0588 |
| FY24 | $ 313,460.54 | $ 908,157,492 | 0.0384 |

Sincerely,

Brian Helms
Chair, Union County Board of Commissioners

**File #:** 26-347 **Agenda Date:** 6/16/2026

**TITLE:**

Contract Renewal - Uninterrupted Power Supply Maintenance

**INFORMATION CONTACT:**

Vicki Callicutt, Emergency Communications, Director, 704-283-3550

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Emergency Communications maintains a backup dispatch center at the Government Center and has equipment that requires regular maintenance to ensure uninterrupted operability of 911 operations for Union County agencies and citizens.

The Emergency Communications Department has utilized the contractual services of Vertiv Corporation for Uninterrupted Power Supply Maintenance since July 2022. Vertiv Corporation has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional year.

**FINANCIAL IMPACT:**

The anticipated annual cost for this service is $13,844.26. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

# Proposal for Service

## Vertiv Corporation

3/5/2026
UNION COUNTY
500 N MAIN ST
MONROE, NC, 28112

Quote – CPQ-1036226

3/5/2026

SIERRA BURTIS
UNION COUNTY
500 N MAIN ST
MONROE, NC 28112

Email: sierra.burtis@unioncountync.gov

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (704) 364-8877. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Allison Grove
1601 Cross Beam Drive
Charlotte NC 28217

**PHONE** (704) 364-8877
**EMAIL** agrove@jgblackmon.com

**Quote – CPQ-1036226**

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over $10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Site#: 1208991 – Union County – 500 N Main St. Monroe, NC 28112**

| Tag # | Description | Model # | Annual PM Qty. | Coverage Type (Coverage Dates) |
|---|---|---|---|---|
| 1993313 | EXM 208V 60 | 47SA060GAC010CS | 2 | PREFERRED (06/01/2026) - (05/31/2027) |
| 1993314 | EXM10-200PERIPH | 47MBG37CC0R1S39 | 0 | BASIC (06/01/2026) - (05/31/2027) |
| 1993316 | BDSU-50 | BDSUI-UXCM | 1 | PREFERRED (06/01/2026) - (05/31/2027) |
| 1993315 | SEALED BATTERY | 47BEGWX91S10039 | 2 | PREFERRED (06/01/2026) - (05/31/2027) |
| 1993317 | BDSU-50 | BDSUI-UXBM | 1 | PREFERRED (06/01/2026) - (05/31/2027) |

**Total price not including tax: $13,844.26**
*any tax required must be included in customer purchase order*
**Payment Terms: Net 30 Days**

# SCOPE OF WORK

## BATTERY MONITORING SERVICES

## BDSU-50 BATTERY DIAGNOSTIC SYSTEM

## PREFERRED SERVICE - 1 PM

### SERVICE SUMMARY

| Feature | Detail |
|---|---|
| On-Site Service | Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays). |
| Response Time | Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City. |
| Customer Support | Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal. |
| Parts | Includes 100% parts coverage. |
| Labor & Travel | Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. |
| Service Professional | Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products. |
| Commissioning Service | Includes commissioning service scheduled by the customer at the customers convenience (excluding national holidays). Commissioning includes adjustments to the system after single jar battery replacements and system commissioning after full string replacements (does not include batteries, tab washer installation or installation labor). |

### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Inspect for broken, brittle, damaged, or heat stressed components and cables.
4. Clean any foreign material and dust from internal compartments.
5. Perform any necessary software / firmware upgrades to BDSU-50 unit, if applicable.
6. Maintain and archive battery diagnostic system database.
7. Generate battery health inspection report.

### ASSUMPTIONS & CLARIFICATIONS

- Commissioning does not include batteries, tab washer installation or installation labor

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to ~~all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or~~ the terms of a Master Agreement between the parties, ~~if any, shall apply~~.

executed June 22, 2022.

# SCOPE OF WORK

## BATTERY MONITORING SERVICES

## BDSI BATTERY DIAGNOSTIC SYSTEM

## PREFERRED SERVICE - 1 PM

### SERVICE SUMMARY

| Feature | Detail |
|---|---|
| On-Site Service | Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays). |
| Response Time | Guaranteed next day response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City. |
| Customer Support | Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal. |
| Parts | Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details). |
| Labor & Travel | Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. |
| Service Professional | Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products. |
| Commissioning Service | Includes commissioning service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays). Commissioning includes adjustments to the system after single jar battery replacements and system commissioning after full string replacements (does not include batteries, tab washer installation or installation labor). |

### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Inspect for broken, brittle, damaged, or heat stressed components and cables.

### ASSUMPTIONS AND CLARIFICATIONS

Commissioning does not include batteries, tab washer installation or installation labor

### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

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executed June 22, 2022.

# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS

## EXM UPS ONLY

## PREFERRED SERVICE - 2 PM

## SERVICE SUMMARY

| Feature | Detail |
|---|---|
| On-Site Service | Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services on Vertiv UPS and Vertiv internal batteries scheduled by the customer at the customer's convenience (excluding national holidays). |
| Response Time | Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City. |
| Customer Support | Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal. |
| Parts | Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details). |
| Internal Battery Coverage | Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details). |
| Labor & Travel | Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. |
| Service Professional | Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products. |
| Battery Recycling | Includes battery recycling as required, with documentation meeting EPA requirements. |

## SERVICE PERFORMED

### UPS Full Preventive Maintenance Service

***Semi-Annual Service***

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Record all voltage and current meter readings on the display.

***Annual Service (includes the above, plus)***

1. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
2. With customer approval, perform operational test of the system including unit transfer and battery discharge.
3. Calibrate and record all electronics to system specifications.

4. Check or perform Engineering Field Change Notices (FCN) as necessary.
5. Record phase-to-phase input voltage and currents.
6. Review system performance with customer to address any questions and to schedule any repairs.

### Internal Battery Full Preventive Maintenance Service (applicable to EXM models with internal batteries only)

***Semi-Annual Service***

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

***Annual Service (includes the above, plus)***

1. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

### Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

## ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to ~~all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or~~ the terms of a Master Agreement between the parties~~, if any, shall apply~~.

executed June 22, 2022.

# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS

## PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

## BASIC SERVICE

## SERVICE SUMMARY

| Feature | Detail |
|---|---|
| On-Site Service | Includes a Performance Evaluation inspection performed immediately after the completion of an emergency visit. |
| Response Time | Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City. |
| Customer Support | Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal. |
| Parts | Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details). |
| Labor & Travel | Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. |
| Service Professional | Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products. |

## SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Perform a status check of alarm circuits.
4. Perform a basic operational test of the system.
5. Review system performance with customer to address any system questions.

## ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject ~~to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or~~ the terms of a Master Agreement between the parties, ~~if any, shall apply~~.

executed June 22, 2022.

# SCOPE OF WORK

## STATIONARY BATTERY SYSTEMS

## SEALED VRLA BATTERY

## PREFERRED SERVICE - 2 PM

## SERVICE SUMMARY

| Feature | Detail |
|---|---|
| On-Site Service | Includes 1 Quarterly, 1 Annual Preventive Maintenance Services, scheduled by the customer at the customer's convenience (excluding national holidays). |
| Response Time | Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service city. |
| Customer Support | Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal. |
| Internal Battery Coverage | Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details). |
| Labor & Travel | Includes 100% labor and travel coverage. |
| Service Professional | Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products. |
| Battery Recycling | Includes battery recycling as required, with documentation meeting EPA requirements. |

## SERVICE PERFORMED

**Annual Service PM is recommended for the initial PM visit.**

### **Quarterly** Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.

11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

### Annual Service (plus Quarterly Service)

- Re-tighten all connections to the battery manufacturer's specifications, if applicable. Refer to the manufacturer's literature to determine if re-tightening is required.
- Measure and record all battery connection Ohmic values, when applicable.
- Measure and record 100% of the cell temperatures.

### Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.
2. Minor repairs to battery systems occurring during the contract period will be covered by the contract.

### Conditions for Single Jar Replacement Service for Lead Acid Batteries

- The Customer is covered by an Essential or Preferred Contract.
- The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
- Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
- Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to ~~all Terms & Conditions as noted in the Vertiv Terms & Conditions or~~ the terms of a Master Agreement between the parties~~, if any, shall apply~~.

executed June 22, 2022.

**Order Number: CPQ-1036226**

Purchase Order must be assigned to:
Vertiv Corporation
505 N. Cleveland Avenue
Westerville, OH 43082

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:
Vertiv Corporation c/o Allison Grove
Attn: Allison Grove
Email: agrove@jgblackmon.com

**Please complete the following information (All fields are required):**

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO ***NOT*** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other_____

☐ Accounts Payable Email _____@_____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person:_____ Phone: _____

* * COVERAGE DETAILS * *

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for ninety (90) days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

_____
**Allison Grove** Date

Accepted By:

_____
Buyer Signature Required Date

_____
Printed Name Title Phone

This instrument has been preaudited in the manner required by
The Local Government Budget and Fiscal Control Act.

_____
Deputy Finance Officer

Approved as to Legal Form NAR

**Vertiv Purchase Order Acceptance Requirements:**

To ensure efficient order processing, Vertiv requests the following information be included with all purchase orders:

| Requirement | Details |
|---|---|
| **Purchasing Company Information** | • Provide your Company's legal name and billing address<br>• For new Customers:<br>o Provide your Company's **W-9** with matching legal name and address<br>o Complete a **Credit Application Link** if requesting credit |
| **Vertiv Name and Address** | • **U.S. Orders:**<br>o Vertiv Corporation<br>505 N. Cleveland Ave, Westerville, OH 43082<br>• **Canadian Orders:**<br>o Vertiv Canada ULC<br>#7-3800B Laird Rd., Mississauga, ON L5L 0B2 Canada<br>– OR –<br>3001, rue Douglas B. Floreani, St. Laurent, QC, H4S 1Y7, Canada |
| **Product and/or Services Ordered** | • Include line-item detail with quantities for each product/service ordered<br>– OR –<br>• Provide an aggregate solution description with a **reference to the Vertiv quote number** |
| **P.O. Order Value** | • Line level pricing including a total purchase commitment value<br>– OR –<br>• Aggregate / total solution value only |
| **Payment Terms** | • Specify **payment terms** or include a reference to an executed contract with Vertiv detailing repayment terms |
| **Freight Terms** | • Specify INCOTERMS or Freight terms to define if freight value is included in the P.O. value<br>o Identify who is responsible for freight coordination and when title transfers |
| **Tax Status** | • Orders will be processed as **taxable** unless a "tax exempt" status is defined on the P.O. and a valid/current **tax-exemption certificate** is presented with P.O. or already on file with Vertiv |
| **Requested Ship Date(s)** | • Unless expecting immediate or first available shipment date, include specific **shipment timing requests** |
| **Ship to Address(es)** | • Provide detailed shipping or handling instructions, including **address** for specific product shipments or service locations |
| **Special Order Requirements** | • Indicate any special requirements or instructions, such as:<br>o Formal approval of Submittals before order acceptance<br>o Milestone Billing details (required either by Customer or Vertiv)<br>o Special sourcing requirements such as DPAS (Defense Prioritization) or BAA (Build America Act) |

The Master Services Agreement between Vertiv Corporation and Union County executed June 22, 2022 shall take precedence over the standard terms and conditions.

**File #:** 26-352 **Agenda Date:** 6/16/2026

**TITLE:**

FY2027 Home and Community Care Block Grant (HCCBG) for Older Adults

**INFORMATION CONTACT:**

Janet Payne, Human Services Agency, Administrator, 704-296-4348; Katie Kutcher, Centralina Regional Council, Aging Director, 704-348-2705

**ACTION REQUESTED:**

1) Approve the FY2027 Home and Community Block Grant (HCCBG) Funding Plan for Union County and 2) authorize the County Manager to negotiate and execute an agreement with Centralina Council of Governments substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Centralina is the lead agency for Union County HCCBG. Centralina works closely with the Union County Human Services Agency Departments of Transportation, Community Support and Outreach, and Social Services, as well as the Council on Aging and City of Monroe Bazemore Active Adult Center (Senior Center) to help enable delivery of comprehensive aging services to Union County's older adults and their families who support them. Services and Programs supported by HCCBG funding include Transportation, In-Home Aide Levels I, II, and III, Adult Day Care, Senior Nutrition, Group Respite, Volunteer Program Development and Senior Center programming.

Union County's proposed FY27 HCCBG-related budget total is $1,334,612 which includes $1,157,231 in block grant funding, a required local match of $128,581, and $48,800 NSIP (USDA) subsidy based on reimbursement of $0.80 per eligible Senior Nutrition meal. The distribution of funding and associated exceptions for units of service to be provided by each agency are shown on the attached funding plan.

**FINANCIAL IMPACT:**

$1,206,031 is funded with federal and state dollars (HCCBG and NSIP). The required local match of $128,581 is included in the County's FY2027 budget for the Human Services Agency and Council on Aging portions, and, in the City of Monroe’s FY2027 budget for the Bazemore Center portion.

**HCCBG Budget**

**DA-730**
**(Rev. 2/16)**

**Home and Community Care Block Grant for Older Adults**

**County Funding Plan**

Identification of Agency or Office with Lead Responsibility for County Funding Plan

**County:** Union July 1, 2026 through June 30, 2027

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families

Centralina Area Agency on Aging
(Name of Agency/Office with lead responsibility)

Katie Kutcher 5/28/2026
Authorized Signature Date

Katie Kutcher, Aging Programs Director
(Type name and title of signatory agent)

HCCBG Budget

DA-731 (Rev. 2/16)

**Home and Community Care Block Grant for Older Adults**

**County** Union

**County Funding Plan**

July 1, 2026 through June 30, 2027

**County Services Summary**

| | A | | | | B | C | D | E | F | G | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Block Grant Funding | | | | Required | Net | USDA | Total | Projected HCCBG | Projected Reimbursement | Projected HCCBG | Projected Total |
| Services | Access | In-Home | Other | Total | Local Match | Service Cost | Subsidy | Funding | Units | Rate | Clients | Units |
| DHS-Transportation (General) | $ 114,280 | $ - | $ - | $ 114,280 | $ 12,698 | $ 126,978 | $ - | $ 126,978 | 3,979 | $ 31.9148 | 35 | 4,200 |
| DHS-Transportation (Medical) | $ 61,537 | $ - | $ - | $ 61,537 | $ 6,837 | $ 68,374 | $ - | $ 68,374 | 1,929 | $ 35.4438 | 74 | 2,974 |
| DHS-Congregate Nutrition | $ - | $ - | $ 43,576 | $ 43,576 | $ 4,842 | $ 48,418 | $ 9,600 | $ 58,018 | 4,037 | $ 11.9932 | 125 | 12,000 |
| DHS-Home Delivered Meals | $ - | $ 155,192 | $ - | $ 155,192 | $ 17,244 | $ 172,436 | $ 39,200 | $ 211,636 | 23,738 | $ 7.2640 | 400 | 49,000 |
| DHS-In-Home Aide-Level III - PC | $ - | $ 15,610 | $ - | $ 15,610 | $ 1,734 | $ 17,344 | $ - | $ 17,344 | 457 | $ 37.9778 | 9 | 720 |
| DHS-In-Home Aide-Level II - PC | $ - | $ 113,399 | $ - | $ 113,399 | $ 12,600 | $ 125,999 | $ - | $ 125,999 | 4,422 | $ 28.4918 | 50 | 4,780 |
| DHS-Adult Day Care | $ - | $ 132,914 | $ - | $ 132,914 | $ 14,768 | $ 147,682 | $ - | $ 147,682 | 2,764 | $ 53.4276 | 40 | 3,700 |
| COA-In-Home Aide-Level I - HM | $ - | $ 235,052 | $ - | $ 235,052 | $ 26,117 | $ 261,169 | $ - | $ 261,169 | 6,696 | $ 39.0023 | 97 | 14,773 |
| COA-In-Home Aide-Level II - PC | $ - | $ 122,481 | $ - | $ 122,481 | $ 13,609 | $ 136,090 | $ - | $ 136,090 | 3,489 | $ 39.0034 | 40 | 7,957 |
| COA-In-Home Aide-Level I – Rspt | $ - | $ 21,117 | $ - | $ 21,117 | $ 2,346 | $ 23,463 | $ - | $ 23,463 | 602 | $ 39.0021 | 6 | 1,423 |
| COA-In-Home Aide-Level II – Rspt | $ - | $ 50,682 | $ - | $ 50,682 | $ 5,631 | $ 56,313 | $ - | $ 56,313 | 1,444 | $ 39.0012 | 15 | 3,329 |
| COA-Volunteer Prgm Dev | $ - | $ 26,713 | $ - | $ 26,713 | $ 2,968 | $ 29,681 | $ - | $ 29,681 | - | $ - | | 0 |
| COA-Respite, Group | $ - | $ 25,000 | $ - | $ 25,000 | $ 2,778 | $ 27,778 | $ - | $ 27,778 | 505 | $ 55.0358 | 5 | 921 |
| BAAC-Senior Center Operation | $ - | $ - | $ 39,678 | $ 39,678 | $ 4,409 | $ 44,087 | | $ 44,087 | - | $ - | | - |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| | $ - | $ - | $ - | $ - | $ - | $ - | | $ - | | | | |
| Total | $ 175,817 | $ 898,160 | $ 83,254 | $ 1,157,231 | $ 128,581 | $ 1,285,812 | $ 48,800 | $ 1,334,612 | 54,062 | | 896 | 105,777 |

Signature, Chairman, Board of Commissioners Date

| | |
|---|---|
| State Fiscal Year: | SFY 2026-2027 |
| Provider Name: | Union County Human Services Agency |
| Address Line 1: | 2330 Concord Avenue |
| Address Line 2: | Monroe, NC 28110 |
| County: | UNION |
| Area Agency on Aging: | Centralina Council of Governments |

| | Please Select Services to Be Delivered | | Federal/State | Local Match | |
|---|---|---|---|---|---|
| | Transportation (General) | 250 | $ 114,280 | $ 12,698 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | Transportation (Medical) | 033 | $ 61,537 | $ 6,838 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | Congregate Nutrition | 180 | $ 43,576 | $ 4,842 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | Home Delivered Meals | 020 | $ 155,192 | $ 17,244 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | In-Home Aide-Level III - Personal Care | 045 | $ 15,610 | $ 1,735 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | In-Home Aide-Level II - Personal Care | 042 | $ 113,399 | $ 12,600 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | Adult Day Care | 030 | $ 132,914 | $ 14,769 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |

***Comparison of Fed/State Funding and Rates vs. Prior Year***

| Service | | Prior Yr. Funding | Prior Year Rate | Current Yr Funding | Current Year Rate | Funding Diff. | Rate Diff. |
|---|---|---|---|---|---|---|---|
| Transportation (General) | 250 | $ 91,241 | $ 30.1049 | $ 114,280 | 31.9148 | $ 23,039 | $ 1.8099 |
| Transportation (Medical) | 033 | $ 81,564 | $ 31.2300 | $ 61,537 | 35.4438 | $ (20,027) | $ 4.2138 |
| Congregate Nutrition | 180 | $ 43,576 | $ 12.4850 | $ 43,576 | 11.9932 | $ - | $ (0.4918) |
| Home Delivered Meals | 020 | $ 152,181 | $ 7.6836 | $ 155,192 | 7.2640 | $ 3,011 | $ (0.4196) |
| In-Home Aide-Level III - Personal Care | 045 | $ 12,600 | $ 35.6222 | $ 15,610 | 37.9778 | $ 3,010 | $ 2.3556 |
| In-Home Aide-Level II - Personal Care | 042 | $ 113,399 | $ 28.2884 | $ 113,399 | 28.4918 | $ - | $ 0.2034 |
| Adult Day Care | 030 | $ 132,914 | $ 49.7671 | $ 132,914 | 53.4276 | $ - | $ 3.6605 |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |

# NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Union County Human Services Agency

**State Fiscal Year:** SFY 2026-2027

**Fiscal Period:** July 2026 through June 2027

| STAFF NAME | POSITION | TOTAL SALARY | FTE Equivalent | FULL TIME PART TIME | Assignable Salary | ADMIN. SALARY | SERVICE Transportation (General) | SERVICE Transportation (Medical) | SERVICE Congregate Nutrition | SERVICE Home Delivered Meals | SERVICE In-Home Aide-Level III - Personal Care | SERVICE In-Home Aide-Level II - Personal Care | SERVICE Adult Day Care |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TORRES, THERESA | Director | $ 9,790 | 1 | FULL TIME | $ 9,790 | $ - | $ 4,895 | $ 4,895 | | | | | |
| EARP BRANDON | Operations Manager | $ 7,050 | 1 | FULL TIME | $ 7,050 | $ - | $ 3,525 | $ 3,525 | | | | | |
| GARDNER LAURA | HUMAN SERVICES SUPERVISOR | $ 7,050 | 1 | FULL TIME | $ 7,050 | $ - | $ 3,525 | $ 3,525 | | | | | |
| BEGLEY KRISTIE | Admin Professional II | $ 5,122 | 1 | FULL TIME | $ 5,122 | $ - | $ 2,561 | $ 2,561 | | | | | |
| CROMWELL TANA | Admin Professional II | $ 4,561 | 1 | FULL TIME | $ 4,561 | $ - | $ 2,281 | $ 2,281 | | | | | |
| KNIGHT LYNDA | Admin Professional II | $ 4,561 | 1 | FULL TIME | $ 4,561 | $ - | $ 2,281 | $ 2,281 | | | | | |
| LEBRON CARLOS | DISPATCHER | $ 4,913 | 1 | FULL TIME | $ 4,913 | $ - | $ 2,457 | $ 2,457 | | | | | |
| YOUNG ELIZABETH | ANALYTICAL SPECIALIST | $ 4,895 | 1 | FULL TIME | $ 4,895 | $ - | $ 2,448 | $ 2,448 | | | | | |
| WALLACE KAYLA | RESERVATION TECH | $ 3,562 | 1 | FULL TIME | $ 3,562 | $ - | $ 1,781 | $ 1,781 | | | | | |
| SMITH MATTHEW | SAFETY OFFICER | $ 5,604 | 1 | FULL TIME | $ 5,604 | $ - | $ 2,802 | $ 2,802 | | | | | |
| CUMMING CHARLES | Automotive Technician | $ 5,007 | 1 | FULL TIME | $ 5,007 | $ - | $ 2,504 | $ 2,504 | | | | | |
| GROSS CHRISTOPHER | FLEET SERVICE WORKER- PT | $ 4,259 | 0.09 | PART TIME | $ 383 | $ - | $ 192 | $ 192 | | | | | |
| ANDERSON JOHNNY | DRIVER | $ 4,223 | 1 | FULL TIME | $ 4,223 | $ - | $ 2,112 | $ 2,112 | | | | | |
| BABER FRED | DRIVER | $ 3,872 | 1 | FULL TIME | $ 3,872 | $ - | $ 1,936 | $ 1,936 | | | | | |
| FOSTER CURTIS | DRIVER | $ 4,799 | 1 | FULL TIME | $ 4,799 | $ - | $ 2,400 | $ 2,400 | | | | | |
| HELMS MAX | DRIVER | $ 3,521 | 1 | FULL TIME | $ 3,521 | $ - | $ 1,761 | $ 1,761 | | | | | |
| HUNTLEY JAMES | DRIVER | $ 4,487 | 1 | FULL TIME | $ 4,487 | $ - | $ 2,244 | $ 2,244 | | | | | |
| JIMENEZ MARCO | DRIVER | $ 4,046 | 1 | FULL TIME | $ 4,046 | $ - | $ 2,023 | $ 2,023 | | | | | |
| KINNEY BLAKE | DRIVER | $ 6,405 | 1 | FULL TIME | $ 6,405 | $ - | $ 3,203 | $ 3,203 | | | | | |
| LITTLE JOHN | DRIVER | $ 3,695 | 1 | FULL TIME | $ 3,695 | $ - | $ 1,848 | $ 1,848 | | | | | |
| LOBAO JOSEPH | DRIVER | $ 3,695 | 1 | FULL TIME | $ 3,695 | $ - | $ 1,848 | $ 1,848 | | | | | |
| LOWERY KATRINA | DRIVER | $ 4,378 | 1 | FULL TIME | $ 4,378 | $ - | $ 2,189 | $ 2,189 | | | | | |
| MATTHEW JAMES | DRIVER | $ 4,314 | 1 | FULL TIME | $ 4,314 | $ - | $ 2,157 | $ 2,157 | | | | | |
| MCKINNEY HOWARD | DRIVER | $ 4,444 | 1 | FULL TIME | $ 4,444 | $ - | $ 2,222 | $ 2,222 | $ - | $ - | $ - | $ - | $ - |
| MOON BLANE | DRIVER | $ 4,421 | 1 | FULL TIME | $ 4,421 | $ - | $ 2,211 | $ 2,211 | | | | | |
| RUBIO FRANK | DRIVER | $ 3,872 | 1 | FULL TIME | $ 3,872 | $ - | $ 1,936 | $ 1,936 | | | | | |
| SIMONS MIKE | DRIVER | $ 3,521 | 1 | FULL TIME | $ 3,521 | $ - | $ 1,761 | $ 1,761 | | | | | |
| VILLATORO RENEE | DRIVER | $ 4,442 | 1 | FULL TIME | $ 4,442 | $ - | $ 2,221 | $ 2,221 | | | | | |
| WALLACE MICHAEL | DRIVER | $ 4,399 | 1 | FULL TIME | $ 4,399 | $ - | $ 4,355 | $ 44 | | | | | |
| VACANT | DRIVER | $ 4,046 | 0 | | $ - | $ - | $ - | $ - | | | | | |
| | | $ - | 0 | | $ - | $ - | $ - | $ - | | | | | |
| | | $ - | 0 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | 0 | | $ - | $ - | $ - | $ - | $ - | $ - | | | |
| STARR STEPHANIE | DIR CMTY SUPPORT & OUTREACH | $ 28,805 | 0 | | $ - | $ - | | | $ - | $ - | | | |
| COLSON EMILY (50%) | NUTRITION PROGRAM MG | $ 50,382 | 0 | | $ - | $ - | | | $ - | $ - | | | |
| PRUSIENSKY KENN | NUTRITION COORDINATOR | $ 57,122 | 1 | FULL TIME | $ 57,122 | $ - | | | $ 22,849 | $ 34,273 | | | |
| DIERKING CHARLES | SITE MANAGER RPT | $ 37,003 | 0.5 | PART TIME | $ 18,502 | $ - | | | $ 7,401 | $ 11,101 | | | |
| MCGROUTHER ELIZABETH | SITE MANAGER RPT | $ 40,602 | 0.5 | PART TIME | $ 20,301 | $ - | | | $ 8,120 | $ 12,181 | | | |
| VANCIL DONNA | SITE MANAGER RPT | $ 41,746 | 0.5 | PART TIME | $ 20,873 | $ - | | | $ 8,349 | $ 12,524 | | | |
| YOUNG AMELIA | SITE MANAGER RPT | $ 40,747 | 0.5 | PART TIME | $ 20,374 | $ - | | | $ 8,150 | $ 12,224 | | | |
| ROBERTSON NIKKI | SITE MANAGER PT | $ 40,830 | 0.5 | PART TIME | $ 20,415 | $ - | | | $ 8,166 | $ 12,249 | | | |
| STORY TAMMY | SITE MANAGER PT | $ 41,184 | 0.5 | PART TIME | $ 20,592 | $ - | | | $ 8,237 | $ 12,355 | | | |
| VACANT | NUTRITION PROGRAM SUPERVISOR | $ 72,147 | 0 | | $ - | $ - | | | $ - | $ - | | | |
| | | | | | $ - | $ - | | | | | | | |
| BOWERS DECORA | SOCIAL WORK DIVISION MANAGER | $ 25,805 | 0 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| GOODSON TAMMY | SOCIAL WORK PROGRAM MANAGER | $ 34,392 | 0 | | $ - | $ - | | | | | $ - | $ - | $ - |
| WILLIAMS AVI | SOCIAL WORK SUPERVISOR | $ 36,739 | 0.5 | PART TIME | $ 18,369 | $ - | | | | | $ 3,674 | $ 8,266 | $ 6,429 |
| FUNDERBURK KAYLA | ADMIN SUPPORT SPECIALIST III | $ 25,031 | 0.5 | PART TIME | $ 12,516 | $ - | | | | | $ 2,503 | $ 5,632 | $ 4,381 |
| CRUZ TEISHA | SOCIAL WORKER | $ 44,554 | 1 | FULL TIME | $ 44,554 | $ - | | | | | $ - | $ 22,277 | $ 22,277 |
| TATAH BOBBIE | SOCIAL WORKER | $ 32,316 | 1 | FULL TIME | $ 32,316 | $ - | | | | | $ 16,158 | $ - | $ 16,158 |
| HARKNESS SANDRA | SOCIAL WORKER - PT | $ 17,347 | 1 | FULL TIME | $ 17,347 | $ - | | | | | $ - | $ 8,674 | $ 8,674 |
| VACANT | SOCIAL WORKER - PT | $ 36,408 | 0 | | $ - | $ - | | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | | | | | |
| | | | | SUBTOTAL FT: | $ 285,988 | $ - | $ 69,480 | $ 65,169 | $ 22,849 | $ 34,273 | $ 16,158 | $ 30,951 | $ 47,109 |
| | | | | SUBTOTAL PT: | $ 152,325 | $ - | $ 192 | $ 192 | $ 48,423 | $ 72,634 | $ 6,177 | $ 13,898 | $ 10,810 |
| | | | | TOTAL | $ 438,313 | $ - | $ 69,672 | $ 65,360 | $ 71,272 | $ 106,907 | $ 22,335 | $ 44,849 | $ 57,919 |
| | | | | PERCENT FT: | 65.25% | #DIV/0! | 99.73% | 99.71% | 32.06% | 32.06% | 72.34% | 69.01% | 81.34% |
| | | | | PERCENT PT: | 34.75% | #DIV/0! | 0.27% | 0.29% | 67.94% | 67.94% | 27.66% | 30.99% | 18.66% |

**North Carolina Division of Aging and Adult Services`**
**Service Cost Computation Worksheet**

DAAS-732A

Provider: Union County Human Services Agency
County: UNION
Budget Period: July 2026 through June 2027

| **I. Projected Revenues** | **Grand Total** | | **Service** Transportation (General) 250 | **Service** Transportation (Medical) 033 | **Service** Congregate Nutrition 180 | **Service** Home Delivered Meals 020 | **Service** In-Home Aide-Level III - Personal Care 045 | **Service** In-Home Aide-Level II - Personal Care 042 | **Service** Adult Day Care 030 |
|---|---|---|---|---|---|---|---|---|---|
| A. Fed/State Funding From the Div. of Aging & Adult Svcs. | $ 636,508 | | $ 114,280 | $ 61,537 | $ 43,576 | $ 155,192 | $ 15,610 | $ 113,399 | $ 132,914 |
| Required Minimum Match - Cash | | | | | | | | | |
| 1) County General Funds | $ 70,723 | | $ 12,698 | $ 6,837 | $ 4,842 | $ 17,244 | $ 1,734 | $ 12,600 | $ 14,768 |
| 2) | $ - | | $ - | | | | | | |
| 3) | $ - | | | | | | | | |
| Total Required Minimum Match - Cash | $ 70,723 | | $ 12,698 | $ 6,837 | $ 4,842 | $ 17,244 | $ 1,734 | $ 12,600 | $ 14,768 |
| Required Minimum Match - In-Kind | | | | | | | | | |
| 1) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 2) | $ - | | | | | | | | |
| 3) | $ - | | | | | | | | |
| Total Required Minimum Match - In-Kind | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| B. Total Required Minimum Match (cash + in-kind) | $ 70,723 | | $ 12,698 | $ 6,837 | $ 4,842 | $ 17,244 | $ 1,734 | $ 12,600 | $ 14,768 |
| C. **Subtotal, Fed/State/Required Match Revenues** | $ 707,231 | | $ 126,978 | $ 68,374 | $ 48,418 | $ 172,436 | $ 17,344 | $ 125,999 | $ 147,682 |
| D. NSIP Cash Subsidy/Commodity Valuation | $ 48,800 | | $ - | $ - | $ 9,600 | $ 39,200 | $ - | $ - | $ - |
| E. **OAA Title V Worker Wages, Fringe Benefits and Costs** | $ - | | | | | | | | |
| Local Cash, Non-Match | | | | | | | | | |
| 1) | $ - | | $ - | $ - | | | | | |
| 2) | $ - | | | | | | | | |
| 3) | $ - | | | | | | | | |
| 4) | $ - | | | | | | | | |
| F. **Subtotal, Local Cash, Non-Match** | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Revenues, Non-Match | | | | | | | | | |
| 1) Donations | $ 15,100 | | $ 64 | $ 36 | $ 11,500 | $ 3,500 | | | |
| 2) County General Funds | $ 378,192 | | $ 7,000 | $ 37,000 | $ 84,000 | $ 180,000 | $ 10,000 | $ 10,192 | $ 50,000 |
| 3) Grants-Federal and State | $ - | | $ - | $ - | $ - | $ - | | | $ - |
| G. **Subtotal, Other Revenues, Non-Match** | $ 393,292 | | $ 7,064 | $ 37,036 | $ 95,500 | $ 183,500 | $ 10,000 | $ 10,192 | $ 50,000 |
| Local In-Kind Resources (Includes Volunteer Resources) | | | | | | | | | |
| 1) | $ - | | | | | | | | |
| 2) | $ - | | | | | | | | |
| 3) | $ - | | | | | | | | |
| H. **Subtotal, Local In-kind Resources, Non-Match** | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| I. **Client Cost Sharing** | $ - | | $ - | $ - | $ - | | | | |
| J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)** | $ 1,149,323 | | $ 134,042 | $ 105,410 | $ 153,518 | $ 395,136 | $ 27,344 | $ 136,191 | $ 197,682 |

Division of Aging and Adult Services
Service Cost Computation Worksheet

| **II. Line Item Expenses** | **Grand Total** | **Admin. Cost** | **Service** Transportation (General) 250 | **Service** Transportation (Medical) 033 | **Service** Congregate Nutrition 180 | **Service** Home Delivered Meals 020 | **Service** In-Home Aide-Level III - Personal Care 045 | **Service** In-Home Aide-Level II - Personal Care 042 | **Service** Adult Day Care 030 |
|---|---|---|---|---|---|---|---|---|---|
| Staff Salary From Labor Distribution Schedule | | | | | | | | | |
| 1) Full-time Staff (do not include Title V workers) | $ 285,988 | $ - | $ 69,480 | $ 65,169 | $ 22,849 | $ 34,273 | $ 16,158 | $ 30,951 | $ 47,109 |
| 2) Part-time staff (do not include Title V workers) | $ 152,325 | $ - | $ 192 | $ 192 | $ 48,423 | $ 72,634 | $ 6,177 | $ 13,898 | $ 10,810 |
| A. **Subtotal, Staff Salary** | $ 438,313 | **$ -** | **$ 69,672** | **$ 65,360** | **$ 71,272** | **$ 106,907** | **$ 22,335** | **$ 44,849** | **$ 57,919** |
| Fringe Benefits | | | | | | | | | |
| 1) FICA @ 7.65 % | $ 33,531 | $ - | $ 5,330 | $ 5,000 | $ 5,452 | $ 8,178 | $ 1,709 | $ 3,431 | $ 4,431 |
| 2) Health Insurance | $ 104,110 | | $ 32,952 | $ 18,580 | $ 11,445 | $ 26,705 | $ - | | $ 14,428 |
| 3) Retirement | $ 85,157 | | $ 15,221 | $ 8,582 | $ 14,261 | $ 33,277 | | | $ 13,816 |
| 4) Unemployment Insurance | $ - | | | | | | | | |
| 5) Worker's Compensation | $ 7,261 | | $ 1,762 | $ 994 | $ 1,217 | $ 2,838 | | | $ 450 |
| 6) Other | $ - | | | | | | | | |
| B. **Subtotal, Fringe Benefits** | $ 230,059 | $ - | $ 55,265 | $ 33,156 | $ 32,375 | $ 70,998 | $ 1,709 | $ 3,431 | $ 33,125 |
| Local In-Kind Resources Non-Match | | | | | | | | | |
| 1) | $ - | | | | | | | | |
| 2) | $ - | | | | | | | | |
| 3) | $ - | | | | | | | | |

| | Grand Total | | Service Transportation (General) 250 | Service Transportation (Medical) 033 | Service Congregate Nutrition 180 | Service Home Delivered Meals 020 | Service ne Aide-Level III - Persona | Service me Aide-Level II - Personal 042 | Service Adult Day Care 030 |
|---|---|---|---|---|---|---|---|---|---|
| C. **Subtotal, Local In-Kind Resources Non-Match** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| D. **OAA Title V Worker Wages, Fringe Benefits and Costs** | $ - | | | | | | | | |
| Travel | | | | | | | | | |
| 1) Per Diem | $ - | | | | | | | | |
| 2) Mileage Reimbursement | $ 563 | | $ 40 | $ 23 | $ 150 | $ 350 | | | |
| 3) Other Travel Cost | $ 1,166 | | $ 384 | $ 217 | $ 170 | $ 395 | | | |
| E. **Subtotal, Travel** | $ 1,729 | $ - | $ 424 | $ 240 | $ 320 | $ 745 | $ - | $ - | $ - |
| General Operating Expenses | | | | | | | | | |
| 1) Advertising | $ 4,297 | | $ 190 | $ 107 | $ 1,200 | $ 2,800 | $ - | | |
| 2) Postage, Dues and Memberships | $ 10,048 | | $ 30 | $ 17 | $ 1,680 | $ 3,921 | $ 440 | $ 3,960 | $ - |
| 3) Cleaning & Jan, Apparel, Food, Office supp | $ 250,553 | | $ 867 | $ 489 | $ 40,760 | $ 206,431 | $ - | | $ 2,006 |
| 4) Phone, Maint & repair, Prof. Service, Rent, Dues | $ 214,325 | | $ 7,595 | $ 6,040 | $ 5,911 | $ 3,333 | $ 2,861 | $ 83,952 | $ 104,633 |
| 5) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 6) | $ - | | $ - | | | | | | |
| 7) | $ - | | $ - | | | | | | |
| 8) | $ - | | | | | | | | |
| F. **Subtotal, General Operating Expenses** | $ 479,223 | $ - | $ 8,682 | $ 6,653 | $ 49,551 | $ 216,485 | $ 3,301 | $ 87,912 | $ 106,639 |
| G. **Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E** | $ - | | | | | | | | |
| H. **Total Proj. Expenses Prior to Admin. Distribution** | **$ 1,149,324** | **$ -** | **$ 134,042** | **$ 105,410** | **$ 153,518** | **$ 395,136** | **$ 27,344** | **$ 136,191** | **$ 197,682** |
| I. **Distribution of Admininistrative Cost** | **$ 1** | | **$ 0** | **$ (0)** | **$ (0)** | **$ (0)** | **$ 0** | **$ 0** | **$ 0** |
| J. **Total Proj. Expenses After Admin. Distribution** | **$ 1,149,323** | | **$ 134,042** | **$ 105,410** | **$ 153,518** | **$ 395,136** | **$ 27,344** | **$ 136,191** | **$ 197,682** |

| **III. Computation of Rates** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| A. **Computation of Unit Cost Rate:** | | | | | | | | | |
| 1. Total Expenses (equals line II.J) | $ 1,149,323 | | $ 134,042 | $ 105,410 | $ 153,518 | $ 395,136 | $ 27,344 | $ 136,191 | $ 197,682 |
| 2. Total Projected Units | | | 4,200 | 2,974 | 12,000 | 49,000 | 720 | 4,780 | 3,700 |
| 3. Total Unit Cost Rate | | | $ 31.9148 | $ 35.4438 | $ 12.7932 | $ 8.0640 | $ 37.9778 | $ 28.4918 | $ 53.4276 |
| B. **Computation of Reimbursement Rate:** | | | | | | | | | |
| 1. Total Revenues (equals line I.J) | $ 1,149,323 | | $ 134,042 | $ 105,410 | $ 153,518 | $ 395,136 | $ 27,344 | $ 136,191 | $ 197,682 |
| 2. Less: NSIP (equals line I.D) | $ 48,800 | | $ - | $ - | $ 9,600 | $ 39,200 | $ - | $ - | $ - |
| Title V (equals line I.E less II.D) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Non Match In-Kind (equals line I.H less II.C) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 3. Revenues Subject to Unit Reimbursement | $ 1,100,523 | | $ 134,042 | $ 105,410 | $ 143,918 | $ 355,936 | $ 27,344 | $ 136,191 | $ 197,682 |
| 4. Total Projected Units (equals line III.A.2) | | | 4,200 | 2,974 | 12,000 | 49,000 | 720 | 4,780 | 3,700 |
| 5. Total Reimbursement Rate | | | $ 31.9148 | $ 35.4438 | $ 11.9932 | $ 7.2640 | $ 37.9778 | $ 28.4918 | $ 53.4276 |
| C. **Units Reimbursed Through HCCBG** | | | **3,979** | **1,929** | **4,037** | **23,738** | **457** | **4,422** | **2,764** |
| D. **Units Reimbursed Through Program Income*** | | | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| E. **Units Reimbursed Through Remaining Revenues** | | | **221** | **1,045** | **7,963** | **25,262** | **263** | **358** | **936** |
| F. **Total Units Reimbursed/Total Projected Units** | | | **4,200** | **2,974** | **12,000** | **49,000** | **720** | **4,780** | **3,700** |

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

**Certification:**

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Janet E. Payne
Authorized Signature

Exec. Director, Human Services Agency
Title

6/2/2026
Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| | DAAS-732A | DAAS-732 |
|---|---|---|
| Block Grant Funding | Line I.A | Col. A |
| Required Local Match-Cash & In-Kind | Line I.B | Col. B |
| Net Service Cost | Line I.C | Col. C |
| NSIP Subsidy | Line I.D | Col. D |
| Total Funding | L. I.C+I.D | Col. E |
| Projected HCCBG Reimbursed Units | Line III.C | Col. F |
| Total Reimbursement Rate | Line III.B.5 | Col. G |
| Projected Total Service Units | Line III.F | Col. I |

**Home and Community Care Block Grant for Older Adults**

Union County Human Services Agency

2330 Concord Avenue

Monroe, NC 28110

**County Funding Plan**

**Provider Services Summary**

**DAAS-732**

**County:** UNION

**Budget Period:** July 2026 through June 2027

**Revision #:** **Date:**

| Services | Serv. Delivery (Check One) Direct | Purchase | A Block Grant Funding Access | In-Home | Other | Total | B Required Local Match | C Net Service Cost | D NSIP Subsidy | E Total Funding | F Projected HCCBG Units | G Projected Reimburse Rate | H Projected HCCBG Clients | I Projected Total Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Transportation (General) | X | | $ 114,280 | $ - | $ - | $ 114,280 | $ 12,698 | $ 126,978 | $ - | $ 126,978 | 3,979 | $ 31.9148 | 35 | 4,200 |
| Transportation (Medical) | X | | $ 61,537 | $ - | $ - | $ 61,537 | $ 6,837 | $ 68,374 | $ - | $ 68,374 | 1,929 | $ 35.4438 | 74 | 2,974 |
| Congregate Nutrition | | X | $ - | $ - | $ 43,576 | $ 43,576 | $ 4,842 | $ 48,418 | $ 9,600 | $ 58,018 | 4,037 | $ 11.9932 | 125 | 12,000 |
| Home Delivered Meals | | X | $ - | $ 155,192 | $ - | $ 155,192 | $ 17,244 | $ 172,436 | $ 39,200 | $ 211,636 | 23,738 | $ 7.2640 | 400 | 49,000 |
| In-Home Aide-Level III - Personal Care | | X | $ - | $ 15,610 | $ - | $ 15,610 | $ 1,734 | $ 17,344 | $ - | $ 17,344 | 457 | $ 37.9778 | 9 | 720 |
| In-Home Aide-Level II - Personal Care | | X | $ - | $ 113,399 | $ - | $ 113,399 | $ 12,600 | $ 125,999 | $ - | $ 125,999 | 4,422 | $ 28.4918 | 50 | 4,780 |
| Adult Day Care | | X | $ - | $ 132,914 | $ - | $ 132,914 | $ 14,768 | $ 147,682 | $ - | $ 147,682 | 2,764 | $ 53.4276 | 40 | 3,700 |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| | | | | | | | | | | | | | | |
| Total | | | $ 175,817 | $ 417,115 | $ 43,576 | $ 636,508 | $ 70,723 | $ 707,231 | $ 48,800 | $ 756,031 | 41,326 | | 733 | 77,374 |

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Janet E. Payne 6/2/2026

Authorized Signature, Title — Date

Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

# Home and Community Care Block Grant for Older Adults
# Outreach Methodology

July 2026 through June 2027

## Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Union County Human Services Agency

County: UNION

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

FY 26-27 Outreach Methodology
DSS GOAL: The Union County Division of Social Services seeks to identify all person's age 60 and over in Union County who may benefit from assistance and access to available services that allow them to remain independent, enjoy a good quality of life and be safe in their residence as long as possible. The low income, minority and rural elderly who are most vulnerable and are often in need of services are targeted by our agency for programs such as In-Home Services and Adult Day Care. The Union County Division of Social Services assesses the needs of seniors through community outreach, adult protective services evaluations, and referrals from medical providers, community members, family members and often the adults themselves. The Union County Division of Social Services also defines and assesses the needs of seniors by representation on the HCCBG providers committee. The Division of Social Services cooperates with other internal County Human Service Agency divisions, outside agencies such as Union County Council on Aging, and some private providers to ensure we are reaching low income and minority older adults as effectively as possible. The agency has incorporated quarterly Multidisciplinary Team meetings which are critical to effective Adult Services practice because they bring together professionals from social services, law enforcement, health care, legal systems, and community partners to collaboratively address complex cases involving abuse, neglect, and exploitation. This coordinated approach improves information-sharing, reduces service gaps, and supports more comprehensive and timely protective interventions. The Division of Social Services Intake Social Workers are thoroughly familiar with programs available to serve older adults, especially those who are minority or low income. The Intake Social Workers take referrals for In-Home Services as well as Adult Day Care programs. They also make referrals to other agencies, when necessary, and provide information on various resources available in the community.

July 2026 through June 2027

**Home and Community Care Block Grant for Older Adults**
**Community Service Provider**
**Standard Assurances**

Union County Human Services Agency agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Janet E. Payne 6/2/2026

(Authorized Signature) (Date)

**Standard Assurance To Comply with Older Americans Act**
**Requirements Regarding Clients Rights**
**For**
**Agencies Providing In-Home Services through the**
**Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Union County Human Services Agency

Name of Agency Administrator: Janet E. Payne

Signature: Janet E. Payne 6/2/2026

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

# Internal Consistency Checks

**Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals**

| | | | Difference |
|---|---|---|---|
| Transportation (General) | | OK | - |
| Transportation (Medical) | | OK | - |
| Congregate Nutrition | | OK | - |
| Home Delivered Meals | | OK | - |
| In-Home Aide-Level III - Personal Care | | OK | - |
| In-Home Aide-Level II - Personal Care | | OK | - |
| Adult Day Care | | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |

**732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered**

| | | | |
|---|---|---|---|
| Total Assignable Salary and Cumulative Salary total for S | 0 | $ | - |

| | |
|---|---|
| State Fiscal Year: | SFY 2026-2027 |
| Provider Name: | Council on Aging in Union County |
| Address Line 1: | 1401 Skyway Drive |
| Address Line 2: | Monroe, NC 28110 |
| County: | UNION |
| Area Agency on Aging: | Centralina Council of Governments |

| | Please Select Services to Be Delivered | | Federal/State | Local Match | |
|---|---|---|---|---|---|
| | In-Home Aide-Level I - Home Management | 041 | $ 235,052 | $ 26,117 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | In-Home Aide-Level II - Personal Care | 042 | $ 122,481 | $ 13,609 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | In-Home Aide-Level I – Respite | 235 | $ 21,117 | $ 2,347 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | In-Home Aide-Level II – Respite | 236 | $ 50,682 | $ 5,632 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | Volunteer Program Development | 190 | $ 26,713 | $ 2,969 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| | Respite, Group | 309 | $ 25,000 | $ 2,778 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |

***Comparison of Fed/State Funding and Rates vs. Prior Year***

| Service | | Prior Yr. Funding | Prior Year Rate | Current Yr Funding | Current Year Rate | Funding Diff. | Rate Diff. |
|---|---|---|---|---|---|---|---|
| In-Home Aide-Level I - Home Management | 041 | $ 228,069 | $ 38.5000 | $ 235,052 | 39.0023 | $ 6,983 | $ 0.5023 |
| In-Home Aide-Level II - Personal Care | 042 | $ 122,481 | $ 38.5000 | $ 122,481 | 39.0034 | $ - | $ 0.5034 |
| In-Home Aide-Level I – Respite | 235 | $ 21,117 | $ 38.5000 | $ 21,117 | 39.0021 | $ - | $ 0.5021 |
| In-Home Aide-Level II – Respite | 236 | $ 50,682 | $ 38.5000 | $ 50,682 | 39.0012 | $ - | $ 0.5012 |
| Volunteer Program Development | 190 | $ 40,000 | $ - | $ 26,713 | 0.0000 | $ (13,287) | $ - |
| Respite, Group | 309 | $ 25,000 | $ 55.0000 | $ 25,000 | 55.0358 | $ - | $ 0.0358 |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Council on Aging in Union County

**State Fiscal Year:** SFY 2026-2027

**Fiscal Period:** July 2026 through June 2027

| STAFF NAME | POSITION | TOTAL SALARY | FTE Equivalent | FULL TIME PART TIME | Assignable Salary | ADMIN. SALARY | SERVICE In-Home Aide-Level I - Home Management | SERVICE In-Home Aide-Level II - Personal Care | SERVICE In-Home Aide-Level I – Respite | SERVICE In-Home Aide-Level II – Respite | SERVICE Volunteer Program Development | SERVICE Respite, Group | SERVICE 0 | SERVICE 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| VACANT | Operations Director | $ 72,800 | 1 | FULL TIME | $ 72,800 | $ 18,980 | $ 25,188 | $ 13,527 | $ 2,332 | $ 5,597 | $ 7,176 | $ - | | |
| Dellinger | Group Respite Coordinator | $ 43,680 | 1 | FULL TIME | $ 43,680 | | $ - | $ - | $ - | $ - | $ - | $ 43,680 | | |
| VACANT | Development Director | $ 62,400 | 1 | FULL TIME | $ 62,400 | | $ - | $ - | $ - | $ - | $ 62,400 | $ - | | |
| Bousman | In Home Admin Assistant | $ 40,560 | 1 | FULL TIME | $ 40,560 | | $ 21,902 | $ 11,762 | $ 2,028 | $ 4,867 | $ - | $ - | | |
| Dobbins | Director of In-Home Services RN | $ 73,840 | 1 | FULL TIME | $ 73,840 | | $ 39,874 | $ 21,414 | $ 3,692 | $ 8,861 | $ - | $ - | | |
| Deese | In-Home Aide FT1 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Blanchard | In-Home Aide FT2 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Massey1 | In-Home Aide FT3 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Polk | In-Home Aide FT4 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| West | In-Home Aide FT5 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Massey2 | In-Home Aide FT6 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| King1 | In-Home Aide FT7 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| King2 | In-Home Aide FT8 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Evans | In-Home Aide FT9 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Tyson | In-Home Aide FT10 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Sutton | In-Home Aide FT11 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Smith | In-Home Aide FT12 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Boone | In-Home Aide PT1 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Rumley | In-Home Aide PT 2 | $ 36,400 | 1 | FULL TIME | $ 36,400 | | $ 19,656 | $ 10,556 | $ 1,820 | $ 4,368 | $ - | $ - | | |
| Rivers | In-Home Aide PT 3 | $ 36,400 | 0.6 | PART TIME | $ 21,840 | | $ 11,794 | $ 6,334 | $ 1,092 | $ 2,621 | $ - | $ - | | |
| Kaizen | In-Home Aide PT 4 | $ 36,400 | 0.6 | PART TIME | $ 21,840 | | $ 11,794 | $ 6,334 | $ 1,092 | $ 2,621 | $ - | $ - | | |
| Baatz | In-Home Aide PT 5 | $ 36,400 | 0.6 | PART TIME | $ 21,840 | | $ 11,794 | $ 6,334 | $ 1,092 | $ 2,621 | $ - | $ - | | |
| Sossamon | In-Home Aide PT 6 | $ 36,400 | 0.6 | PART TIME | $ 21,840 | | $ 11,794 | $ 6,334 | $ 1,092 | $ 2,621 | $ - | $ - | | |
| Parker | Registered Nurse PT1 | $ 65,520 | 0.4 | PART TIME | $ 26,208 | | $ 14,152 | $ 7,600 | $ 1,310 | $ 3,145 | $ - | $ - | | |
| Fox | Registered Nurse PT2 | $ 65,520 | 0.4 | PART TIME | $ 26,208 | | $ 14,152 | $ 7,600 | $ 1,310 | $ 3,145 | $ - | $ - | | |
| Leighow | Contract RN | $ 65,520 | 0.15 | PART TIME | $ 9,828 | | $ 5,307 | $ 2,850 | $ 491 | $ 1,179 | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | | |
| | | | | SUBTOTAL FT: | $ 802,880 | $ 18,980 | $ 362,148 | $ 194,487 | $ 33,532 | $ 80,477 | $ 69,576 | $ 43,680 | $ - | $ - |
| | | | | SUBTOTAL PT: | $ 149,604 | $ - | $ 80,786 | $ 43,385 | $ 7,480 | $ 17,952 | $ - | $ - | $ - | $ - |
| | | | | TOTAL | $ 952,484 | $ 18,980 | $ 442,934 | $ 237,872 | $ 41,012 | $ 98,430 | $ 69,576 | $ 43,680 | $ - | $ - |
| | | | | PERCENT FT: | 84.29% | 100.00% | 81.76% | 81.76% | 81.76% | 81.76% | 100.00% | 100.00% | #DIV/0! | #DIV/0! |
| | | | | PERCENT PT: | 15.71% | 0.00% | 18.24% | 18.24% | 18.24% | 18.24% | 0.00% | 0.00% | #DIV/0! | #DIV/0! |

**North Carolina Division of Aging and Adult Services`** DAAS-732A
**Service Cost Computation Worksheet**

Provider: Council on Aging in Union County
County: UNION
Budget Period: July 2026 through June 2027

| I. Projected Revenues | Grand Total | | Service In-Home Aide-Level I - Home Management 041 | Service In-Home Aide-Level II - Personal Care 042 | Service In-Home Aide-Level I – Respite 235 | Service In-Home Aide-Level II – Respite 236 | Service Volunteer Program Development 190 | Service Respite, Group 309 | Service 0 #N/A | Service 0 #N/A |
|---|---|---|---|---|---|---|---|---|---|---|
| A. Fed/State Funding From the Div. of Aging & Adult Svcs. | $ 481,045 | | $ 235,052 | $ 122,481 | $ 21,117 | $ 50,682 | $ 26,713 | $ 25,000 | $ - | $ - |
| Required Minimum Match - Cash | | | | | | | | | | |
| 1) County Match (10%) | $ 53,450 | | $ 26,117 | $ 13,609 | $ 2,346 | $ 5,631 | $ 2,969 | $ 2,778 | | |
| 2) | $ - | | | | | | | | | |
| 3) | $ - | | | | | | | | | |
| Total Required Minimum Match - Cash | $ 53,450 | | $ 26,117 | $ 13,609 | $ 2,346 | $ 5,631 | $ 2,969 | $ 2,778 | $ - | $ - |
| Required Minimum Match - In-Kind | | | | | | | | | | |
| 1) | $ - | | | | | | | | | |
| 2) | $ - | | | | | | | | | |
| 3) | $ - | | | | | | | | | |
| Total Required Minimum Match - In-Kind | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| B. Total Required Minimum Match (cash + in-kind) | $ 53,450 | | $ 26,117 | $ 13,609 | $ 2,346 | $ 5,631 | $ 2,968 | $ 2,778 | $ - | $ - |
| C. **Subtotal, Fed/State/Required Match Revenues** | $ 534,495 | | $ 261,169 | $ 136,090 | $ 23,463 | $ 56,313 | $ 29,681 | $ 27,778 | $ - | $ - |
| D. NSIP Cash Subsidy/Commodity Valuation | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| E. **OAA Title V Worker Wages, Fringe Benefits and Costs** | $ - | | | | | | | | | |
| Local Cash, Non-Match | | | | | | | | | | |
| 1) Additional County Funds to alleviate waitlist | $ 187,349 | | $ 82,122 | $ 80,142 | $ 7,378 | $ 17,707 | | | | |
| 2) | $ - | | | | | | | | | |
| 3) | $ - | | | | | | | | | |
| 4) | $ - | | | | | | | | | |
| F. **Subtotal, Local Cash, Non-Match** | $ 187,349 | | $ 82,122 | $ 80,142 | $ 7,378 | $ 17,707 | $ - | $ - | $ - | $ - |
| Other Revenues, Non-Match | | | | | | | | | | |
| 1) Donations/Foundation Support | $ 436,261 | | $ 218,889 | $ 86,518 | $ 21,659 | $ 50,815 | $ 46,358 | $ 12,022 | | |
| 2) Fee for service (non HCCBG clients) | $ 10,688 | | | | | | | $ 10,688 | | |
| 3) | $ - | | | | | | | | | |
| G. **Subtotal, Other Revenues, Non-Match** | $ 446,949 | | $ 218,889 | $ 86,518 | $ 21,659 | $ 50,815 | $ 46,358 | $ 22,710 | $ - | $ - |
| Local In-Kind Resources (Includes Volunteer Resources) | | | | | | | | | | |
| 1) | $ - | | | | | | | | | |
| 2) | $ - | | | | | | | | | |
| 3) | $ - | | | | | | | | | |
| H. **Subtotal, Local In-kind Resources, Non-Match** | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| I. **Client Cost Sharing** | $ 30,000 | | $ 14,000 | $ 7,600 | $ 3,000 | $ 5,000 | $ 200 | $ 200 | | |
| J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)** | $ 1,198,793 | | $ 576,180 | $ 310,350 | $ 55,500 | $ 129,835 | $ 76,239 | $ 50,688 | $ - | $ - |

Division of Aging and Adult Services
Service Cost Computation Worksheet

| II. Line Item Expenses | Grand Total | Admin. Cost | Service In-Home Aide-Level I - Home Management 041 | Service In-Home Aide-Level II - Personal Care 042 | Service In-Home Aide-Level I – Respite 235 | Service In-Home Aide-Level II – Respite 236 | Service Volunteer Program Development 190 | Service Respite, Group 309 | Service 0 #N/A | Service 0 #N/A |
|---|---|---|---|---|---|---|---|---|---|---|
| Staff Salary From Labor Distribution Schedule | | | | | | | | | | |
| 1) Full-time Staff (do not include Title V workers) | $ 802,880 | $ 18,980 | $ 362,148 | $ 194,487 | $ 33,532 | $ 80,477 | $ 69,576 | $ 43,680 | $ - | $ - |
| 2) Part-time staff (do not include Title V workers) | $ 149,604 | $ - | $ 80,786 | $ 43,385 | $ 7,480 | $ 17,952 | $ - | $ - | $ - | $ - |
| A. **Subtotal, Staff Salary** | $ 952,484 | **$ 18,980** | **$ 442,934** | **$ 237,872** | **$ 41,012** | **$ 98,430** | **$ 69,576** | **$ 43,680** | **$ -** | **$ -** |
| Fringe Benefits | | | | | | | | | | |
| 1) FICA @ 7.65 % | $ 72,865 | $ 1,452 | $ 33,884 | $ 18,197 | $ 3,137 | $ 7,530 | $ 5,323 | $ 3,342 | $ - | $ - |
| 2) Health Insurance | $ 81,582 | | $ 44,054 | $ 23,659 | $ 4,079 | $ 9,790 | $ - | $ - | | |
| 3) Retirement | $ 29,954 | | $ 15,350 | $ 8,244 | $ 1,421 | $ 3,411 | $ - | $ 1,528 | | |
| 4) Unemployment Insurance | $ 4,425 | | $ 2,160 | $ 1,160 | $ 200 | $ 480 | $ 225 | $ 200 | | |
| 5) Worker's Compensation | $ 10,200 | | $ 5,400 | $ 2,900 | $ 500 | $ 1,200 | $ 100 | $ 100 | | |
| 6) Other | $ - | | | | | | | $ - | | |
| B. **Subtotal, Fringe Benefits** | $ 199,026 | $ 1,452 | $ 100,849 | $ 54,160 | $ 9,337 | $ 22,411 | $ 5,648 | $ 5,170 | $ - | $ - |
| Local In-Kind Resources Non-Match | | | | | | | | | | |
| 1) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | |
| 2) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | |
| 3) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | |
| C. **Subtotal, Local In-Kind Resources Non-Match** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| D. **OAA Title V Worker Wages, Fringe Benefits and Costs** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | |
| Travel | | | | | | | | | | |
| 1) Per Diem | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | |
| 2) Mileage Reimbursement | $ 42,250 | | $ 22,680 | $ 12,180 | $ 2,100 | $ 5,040 | $ 250 | $ - | | |
| 3) Other Travel Cost | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | |
| E. **Subtotal, Travel** | $ 42,250 | $ - | $ 22,680 | $ 12,180 | $ 2,100 | $ 5,040 | $ 250 | $ - | $ - | $ - |
| General Operating Expenses | | | | | | | | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1) Utilities | $ 250 | $ - | | | | | | $ 250 | | | | |
| 2) Internet/Security | $ 1,400 | $ - | $ 648 | $ 348 | $ 60 | $ 144 | $ 100 | $ 100 | | | | |
| 3) Phone | $ 1,780 | $ - | $ 455 | $ 175 | $ 375 | $ 175 | $ 300 | $ 300 | | | | |
| 4) ARMS cost | $ 200 | $ - | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 | | | | | |
| 5) Program Supplies | $ 3,418 | $ - | $ 500 | $ 500 | $ 500 | $ 520 | $ - | $ 1,398 | | | | |
| 6) Copier/Printing | $ 415 | $ - | $ 75 | $ 75 | $ 75 | $ 75 | $ 75 | $ 40 | | | | |
| 7) Lease | $ 18,000 | $ - | $ 8,000 | $ 5,000 | $ 2,000 | $ 3,000 | $ - | $ - | | | | |
| 8) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | | | |
| F. **Subtotal, General Operating Expenses** | $ 25,463 | $ - | $ 9,718 | $ 6,138 | $ 3,050 | $ 3,954 | $ 765 | $ 1,838 | $ - | $ - | | |
| G. **Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | | | |
| H. **Total Proj. Expenses Prior to Admin. Distribution** | **$ 1,219,223** | **$ 20,432** | **$ 576,181** | **$ 310,350** | **$ 55,500** | **$ 129,835** | **$ 76,239** | **$ 50,688** | **$ -** | **$ -** | | |
| I. **Distribution of Admininistrative Cost** | $ (1) | | **$ 0** | **$ 0** | **$ (0)** | **$ (0)** | $ (0) | $ (0) | $ - | $ - | | |
| J. **Total Proj. Expenses After Admin. Distribution** | **$ 1,198,792** | | **$ 576,180** | **$ 310,350** | **$ 55,500** | **$ 129,835** | **$ 76,239** | **$ 50,688** | **$ -** | **$ -** | | |

**/ices Must Equal**

| **III. Computation of Rates** | **Grand Total** | | **Service** In-Home Aide-Level I - Home Manageme 041 | **Service** In-Home Aide-Level II - Personal Car 042 | **Service** In-Home Aide-Level I – Respite 235 | **Service** In-Home Aide-Level II – Respite 236 | **Service** unteer Program Developm 190 | **Service** Respite, Group 309 | **Service** 0 #N/A | **Service** 0 #N/A |
|---|---|---|---|---|---|---|---|---|---|---|
| A. **Computation of Unit Cost Rate:** | | | | | | | | | | |
| 1. Total Expenses (equals line II.J) | $ 1,198,792 | | $ 576,180 | $ 310,350 | $ 55,500 | $ 129,835 | $ 76,239 | $ 50,688 | $ - | $ - |
| 2. Total Projected Units | | | 14,773 | 7,957 | 1,423 | 3,329 | | 921 | | |
| 3. Total Unit Cost Rate | | | $ 39.0023 | $ 39.0034 | $ 39.0021 | $ 39.0012 | $ - | $ 55.0358 | $ - | $ - |
| B. **Computation of Reimbursement Rate:** | | | | | | | | | | |
| 1. Total Revenues (equals line I.J) | $ 1,198,793 | | $ 576,180 | $ 310,350 | $ 55,500 | $ 129,835 | $ 76,239 | $ 50,688 | $ - | $ - |
| 2. Less: NSIP (equals line I.D) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Title V (equals line I.E less II.D) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Non Match In-Kind (equals line I.H less II.C) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 3. Revenues Subject to Unit Reimbursement | $ 1,198,793 | | $ 576,180 | $ 310,350 | $ 55,500 | $ 129,835 | $ 76,239 | $ 50,688 | $ - | $ - |
| 4. Total Projected Units (equals line III.A.2) | | | 14,773 | 7,957 | 1,423 | 3,329 | - | 921 | - | - |
| 5. Total Reimbursement Rate | | | $ 39.0023 | $ 39.0034 | $ 39.0021 | $ 39.0012 | $ - | $ 55.0358 | $ - | $ - |
| C. **Units Reimbursed Through HCCBG** | | | **6,696** | **3,489** | **602** | **1,444** | **-** | **505** | **-** | **-** |
| D. **Units Reimbursed Through Program Income*** | | | **359** | **195** | **77** | **128** | **-** | **4** | **-** | **-** |
| E. **Units Reimbursed Through Remaining Revenues** | | | **7,718** | **4,273** | **744** | **1,757** | **-** | **413** | **-** | **-** |
| F. **Total Units Reimbursed/Total Projected Units** | | | **14,773** | **7,957** | **1,423** | **3,329** | **-** | **921** | **-** | **-** |

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

**Certification:**

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Nicole Ezaguirre — Authorized Signature

Chief Executive Officer — Title

5/28/2026 — Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| | DAAS-732A | DAAS-732 |
|---|---|---|
| Block Grant Funding | Line I.A | Col. A |
| Required Local Match-Cash & In-Kind | Line I.B | Col. B |
| Net Service Cost | Line I.C | Col. C |
| NSIP Subsidy | Line I.D | Col. D |
| Total Funding | L. I.C+I.D | Col. E |
| Projected HCCBG Reimbursed Units | Line III.C | Col. F |
| Total Reimbursement Rate | Line III.B.5 | Col. G |
| Projected Total Service Units | Line III.F | Col. I |

**Home and Community Care Block Grant for Older Adults**

Council on Aging in Union County

1401 Skyway Drive

Monroe, NC 28110

**County Funding Plan**

**Provider Services Summary**

**DAAS-732**

**County:** UNION

**Budget Period:** July 2026 through June 2027

**Revision #:** **Date:** 5/28/2026

| Services | Serv. Delivery (Check One) Direct | Purchase | A Block Grant Funding: Access | In-Home | Other | Total | B Required Local Match | C Net Service Cost | D NSIP Subsidy | E Total Funding | F Projected HCCBG Units | G Projected Reimburse Rate | H Projected HCCBG Clients | I Projected Total Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| In-Home Aide-Level I - Home Management | X | | $ - | $ 235,052 | $ - | $ 235,052 | $ 26,117 | $ 261,169 | $ - | $ 261,169 | 6,696 | $ 39.0023 | 97 | 14,773 |
| In-Home Aide-Level II - Personal Care | X | | $ - | $ 122,481 | $ - | $ 122,481 | $ 13,609 | $ 136,090 | $ - | $ 136,090 | 3,489 | $ 39.0034 | 40 | 7,957 |
| In-Home Aide-Level I – Respite | X | | $ - | $ 21,117 | $ - | $ 21,117 | $ 2,346 | $ 23,463 | $ - | $ 23,463 | 602 | $ 39.0021 | 6 | 1,423 |
| In-Home Aide-Level II – Respite | X | | $ - | $ 50,682 | $ - | $ 50,682 | $ 5,631 | $ 56,313 | $ - | $ 56,313 | 1,444 | $ 39.0012 | 15 | 3,329 |
| Volunteer Program Development | X | | $ - | $ - | $ - | $ 26,713 | $ 2,968 | $ 29,681 | $ - | $ 29,681 | - | $ - | | - |
| Respite, Group | X | | $ - | $ 25,000 | $ - | $ 25,000 | $ 2,778 | $ 27,778 | $ - | $ 27,778 | 505 | $ 55.0358 | 5 | 921 |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| | | | | | | | | | | | | | | |
| Total | | | $ - | $ 454,332 | $ - | $ 481,045 | $ 53,449 | $ 534,494 | $ - | $ 534,494 | 12,736 | | 163 | 28,403 |

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Nicole Eagen 5/28/26

Authorized Signature, Title Date

Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

# Home and Community Care Block Grant for Older Adults
# Outreach Methodology

July 2026 through June 2027

## Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Council on Aging in Union County

County: UNION

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

GOAL: Continue to increase awareness of and access to the programs and services available for low income, minority, rural adults age 60 years or older to assist them to maintain their independence and quality of life.

OBJECTIVE: Market and promote availability of services for this demographic group to hospitals, physicians, pharamacists, healthcare providers and all residents of Union County. Identify and inform the target population group of the availablity of services.

Strategies: Publicize services in our newsletter, agency website, newspapers, social media, local radio stations, at speaking engagements, in municipal newsletters and at senior events. Continue to establish collaborative relationships with minority organizations, such as churches, civic, social groups and businesses.

Conduct outreach events in areas where low income, minority, rural older adults reside. Network within the Union County Older Adult Interagency Council to keep information flowing. Distribute agency brochures throughout the community. Maintain updated information on our website and Facebook.

July 2026 through June 2027

**Home and Community Care Block Grant for Older Adults**
**Community Service Provider**
**Standard Assurances**

Council on Aging in Union County agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Mark Gaylor 5/28/26

(Authorized Signature) (Date)

**Standard Assurance To Comply with Older Americans Act**
**Requirements Regarding Clients Rights**
**For**
**Agencies Providing In-Home Services through the**
**Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Council on Aging in Union County

Name of Agency Administrator: Nicole Elzayek

Signature: Nicole Elzayek

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

## CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

# Internal Consistency Checks

**Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals**

| | | | Difference |
|---|---|---|---|
| In-Home Aide-Level I - Home Management | | OK | - |
| In-Home Aide-Level II - Personal Care | | OK | - |
| In-Home Aide-Level I – Respite | | OK | - |
| In-Home Aide-Level II – Respite | | OK | - |
| Volunteer Program Development | | Match Totals Do Not Match Difference Is---> | (1) |
| Respite, Group | | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |

**732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered**

| | | | |
|---|---|---|---|
| Total Assignable Salary and Cumulative Salary total for Se | 0 | $ | - |

| | |
|---|---|
| State Fiscal Year: | SFY 2026-2027 |
| Provider Name: | Bazemore Active Adult Center |
| Address Line 1: | 500 W Jefferson St |
| Address Line 2: | Monroe, NC 28112 |
| County: | UNION |
| Area Agency on Aging: | Centralina Council of Governments |

| | Please Select Services to Be Delivered | | Federal/State | Local Match | |
|---|---|---|---|---|---|
| | Senior Center Operation | 170 | $ 39,678 | $ 4,409 | <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |
| REQUIRES INPUT TO POPULATE WORKBOOK--> | | | | $ - | |

***Comparison of Fed/State Funding and Rates vs. Prior Year***

| Service | | Prior Yr. Funding | Prior Year Rate | Current Yr Funding | Current Year Rate | Funding Diff. | Rate Diff. |
|---|---|---|---|---|---|---|---|
| Senior Center Operation | 170 | | | $ 39,678 | 0.0000 | $ 39,678 | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |
| | | | | | 0.0000 | $ - | $ - |

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Bazemore Active Adult Center

**State Fiscal Year:** SFY 2026-2027

**Fiscal Period:** July 2026 through June 2027

| STAFF NAME | POSITION | TOTAL SALARY | FTE Equivalent | FULL TIME PART TIME | Assignable Salary | ADMIN. SALARY | SERVICE Senior Center Operation | SERVICE 0 | SERVICE 0 | SERVICE 0 | SERVICE 0 | SERVICE 0 | SERVICE 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | $ - | | | | | | | | |
| | | | | | $ - | | | | | | | | |
| | | | | | $ - | | | | | | | | |

**North Carolina Division of Aging and Adult Services`** DAAS-732A
**Service Cost Computation Worksheet**

Provider: Bazemore Active Adult Center
County: UNION
Budget Period: July 2026 through June 2027

| I. Projected Revenues | Grand Total | | Service: Senior Center Operation 170 | Service: 0 #N/A | Service: 0 #N/A | Service: 0 #N/A | Service: 0 #N/A |
|---|---|---|---|---|---|---|---|
| A. Fed/State Funding From the Div. of Aging & Adult Svcs. | $ 39,678 | | $ 39,678 | $ - | $ - | $ - | $ - |
| Required Minimum Match - Cash | | | | | | | |
| 1) City Local Match | $ 4,409 | | $ 4,409 | | | | |
| 2) | $ - | | | | | | |
| 3) | $ - | | | | | | |
| Total Required Minimum Match - Cash | $ 4,409 | | $ 4,409 | $ - | $ - | $ - | $ - |
| Required Minimum Match - In-Kind | | | | | | | |
| 1) | $ - | | | | | | |
| 2) | $ - | | | | | | |
| 3) | $ - | | | | | | |
| Total Required Minimum Match - In-Kind | $ - | | $ - | $ - | $ - | $ - | $ - |
| B. Total Required Minimum Match (cash + in-kind) | $ 4,409 | | $ 4,409 | $ - | $ - | $ - | $ - |
| C. **Subtotal, Fed/State/Required Match Revenues** | $ 44,087 | | $ 44,087 | $ - | $ - | $ - | $ - |
| D. NSIP Cash Subsidy/Commodity Valuation | $ - | | $ - | $ - | $ - | $ - | $ - |
| E. **OAA Title V Worker Wages, Fringe Benefits and Costs** | $ - | | | | | | |
| Local Cash, Non-Match | | | | | | | |
| 1) | $ - | | | | | | |
| 2) | $ - | | | | | | |
| 3) | $ - | | | | | | |
| 4) | $ - | | | | | | |
| F. **Subtotal, Local Cash, Non-Match** | $ - | | $ - | $ - | $ - | $ - | $ - |
| Other Revenues, Non-Match | | | | | | | |
| 1) | $ - | | | | | | |
| 2) | $ - | | | | | | |
| 3) | $ - | | | | | | |
| G. **Subtotal, Other Revenues, Non-Match** | $ - | | $ - | $ - | $ - | $ - | $ - |
| Local In-Kind Resources (Includes Volunteer Resources) | | | | | | | |
| 1) | $ - | | | | | | |
| 2) | $ - | | | | | | |
| 3) | $ - | | | | | | |
| H. **Subtotal, Local In-kind Resources, Non-Match** | $ - | | $ - | $ - | $ - | $ - | $ - |
| I. **Client Cost Sharing** | $ - | | | | | | |
| J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)** | $ 44,087 | | $ 44,087 | $ - | $ - | $ - | $ - |

Division of Aging and Adult Services
Service Cost Computation Worksheet

| II. Line Item Expenses | Grand Total | Admin. Cost | Service: Senior Center Operation 170 | Service: 0 #N/A | Service: 0 #N/A | Service: 0 #N/A | Service: 0 #N/A |
|---|---|---|---|---|---|---|---|
| Staff Salary From Labor Distribution Schedule | | | | | | | |
| 1) Full-time Staff (do not include Title V workers) | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 2) Part-time staff (do not include Title V workers) | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| A. **Subtotal, Staff Salary** | $ - | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Fringe Benefits | | | | | | | |
| 1) FICA @ 7.65 % | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 2) Health Insurance | $ - | | | | | | |
| 3) Retirement | $ - | | | | | | |
| 4) Unemployment Insurance | $ - | | | | | | |
| 5) Worker's Compensation | $ - | | | | | | |
| 6) Other | $ - | | | | | | |
| B. **Subtotal, Fringe Benefits** | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Local In-Kind Resources Non-Match | | | | | | | |
| 1) | $ - | | | | | | |
| 2) | $ - | | | | | | |
| 3) | $ - | | | | | | |
| C. **Subtotal, Local In-Kind Resources Non-Match** | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| D. **OAA Title V Worker Wages, Fringe Benefits and Costs** | $ - | | | | | | |
| Travel | | | | | | | |
| 1) Per Diem | $ - | | | | | | |
| 2) Mileage Reimbursement | $ - | | | | | | |
| 3) Other Travel Cost | $ - | | | | | | |
| E. **Subtotal, Travel** | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| General Operating Expenses | | | | | | | |
| 1) Outdoor equipment | $ 15,287 | | $ 15,287 | | | | |
| 2) Fitness instructor/Rec Attendant contracts | $ 15,000 | | $ 15,000 | | | | |
| 3) Outreach (newsletters) | $ 4,000 | | $ 4,000 | | | | |
| 4) Entertainment for SC events | $ 2,000 | | $ 2,000 | | | | |
| 5) Volunteer Recognition | $ 800 | | $ 800 | | | | |
| 6) Special events | $ 2,500 | | $ 2,500 | | | | |
| 7) Facility Equipment (tables, trash receptacles) | $ 4,500 | | $ 4,500 | | | | |
| 8) | $ - | | | | | | |
| F. **Subtotal, General Operating Expenses** | $ 44,087 | $ - | $ 44,087 | $ - | $ - | $ - | $ - |
| G. **Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E** | $ - | | | | | | |
| H. **Total Proj. Expenses Prior to Admin. Distribution** | **$ 44,087** | **$ -** | **$ 44,087** | **$ -** | **$ -** | **$ -** | **$ -** |
| I. **Distribution of Admininistrative Cost** | **$ -** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| J. **Total Proj. Expenses After Admin. Distribution** | **$ 44,087** | | **$ 44,087** | **$ -** | **$ -** | **$ -** | **$ -** |

| III. Computation of Rates | Grand Total | | Service<br>Senior Center Operation<br>170 | Service<br>0<br>#N/A | Service<br>0<br>#N/A | Service<br>0<br>#N/A | Service<br>0<br>#N/A |
|---|---|---|---|---|---|---|---|
| A. **Computation of Unit Cost Rate:** | | | | | | | |
| 1. Total Expenses (equals line II.J) | $ 44,087 | | $ 44,087 | $ - | $ - | $ - | $ - |
| 2. Total Projected Units | | | | | | | |
| 3. Total Unit Cost Rate | | | $ - | $ - | $ - | $ - | $ - |
| B. **Computation of Reimbursement Rate:** | | | | | | | |
| 1. Total Revenues (equals line I.J) | $ 44,087 | | $ 44,087 | $ - | $ - | $ - | $ - |
| 2. Less: NSIP (equals line I.D) | $ - | | $ - | $ - | $ - | $ - | $ - |
| Title V (equals line I.E less II.D) | $ - | | $ - | $ - | $ - | $ - | $ - |
| Non Match In-Kind (equals line I.H less II.C) | $ - | | $ - | $ - | $ - | $ - | $ - |
| 3. Revenues Subject to Unit Reimbursement | $ 44,087 | | $ 44,087 | $ - | $ - | $ - | $ - |
| 4. Total Projected Units (equals line III.A.2) | | | - | - | - | - | - |
| 5. Total Reimbursement Rate | | | $ - | $ - | $ - | $ - | $ - |
| C. **Units Reimbursed Through HCCBG** | | | - | - | - | - | - |
| D. **Units Reimbursed Through Program Income*** | | | - | - | - | - | - |
| E. **Units Reimbursed Through Remaining Revenues** | | | - | - | - | - | - |
| F. **Total Units Reimbursed/Total Projected Units** | | | - | - | - | - | - |

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

**Certification:**

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

| Aleshia Holland | Senior Center Supervisor | 5/18/2026 |
|---|---|---|
| Authorized Signature | Title | Date |

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

| | DAAS-732A | DAAS-732 |
|---|---|---|
| Block Grant Funding | Line I.A | Col. A |
| Required Local Match-Cash & In-Kind | Line I.B | Col. B |
| Net Service Cost | Line I.C | Col. C |
| NSIP Subsidy | Line I.D | Col. D |

**Home and Community Care Block Grant for Older Adults**

Bazemore Active Adult Center

500 W Jefferson St

Monroe, NC 28112

**County Funding Plan**

**Provider Services Summary**

**DAAS-732**

**County:** UNION

**Budget Period:** July 2026 through June 2027

**Revision #:** **Date:**

| Services | Serv. Delivery (Check One) Direct | Purchase | A Block Grant Funding Access | In-Home | Other | Total | B Required Local Match | C Net Service Cost | D NSIP Subsidy | E Total Funding | F Projected HCCBG Units | G Projected Reimburse Rate | H Projected HCCBG Clients | I Projected Total Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Senior Center Operation | X | | $ - | $ - | $ 39,678 | $ 39,678 | $ 4,409 | $ 44,087 | $ - | $ 44,087 | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| 0 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | - | $ - | | - |
| | | | | | | | | | | | | | | |
| Total | | | $ - | $ - | $ 39,678 | $ 39,678 | $ 4,409 | $ 44,087 | $ - | $ 44,087 | - | | - | - |

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Aleshia Holland, Senior Center Supervisor 5/18/2026

Authorized Signature, Title Date

Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

# Home and Community Care Block Grant for Older Adults
# Outreach Methodology

July 2026 through June 2027

## Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Bazemore Active Adult Center

County: UNION

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Bazemore Active Adult Center will conduct outreach programs at multiple community centers in the area. These community centers are located in areas that are typically underserved. Staff will provide educational opportunities throughout the year that will include topics such as insurance/medication, community resources, classes on fall prevention and living healthy. Staff will also invite local vendors to be a part of these events. Staff will partner with local churches whose members are predominately Hispanic to bring educational programs and resources to this population.

July 2026 through June 2027

**Home and Community Care Block Grant for Older Adults**
**Community Service Provider**
**Standard Assurances**

Bazemore Active Adult Center agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

| | |
|---|---|
| Aleshia Holland, Senior Center Supervisor | 5/18/26 |
| (Authorized Signature) | (Date) |

# Internal Consistency Checks

**Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals**

| | | | Difference |
|---|---|---|---|
| Senior Center Operation | | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |
| | 0 | OK | - |

**732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered**

| | | | |
|---|---|---|---|
| Total Assignable Salary and Cumulative Salary total for Se | 0 | $ | - |

**File #:** 26-353 **Agenda Date:** 6/16/2026

**TITLE:**

Merger of Union County and the Monroe-Union County Economic Development Commission

**INFORMATION CONTACT:**

Brian Matthews, County Manager's Office, County Manager, 704-292-2597

**ACTION REQUESTED:**

1) Adopt the Resolution for Repeal of the Resolution of the Union County Board of Commissioners and the Monroe City Council Creating the Monroe-Union County Economic Development Commission; and 2) authorize the County Manager to negotiate and execute the Agreement and Plan of Merger, substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**

1) September 20, 2021, Regular Meeting, Agenda Item # 37 - At this meeting, the Board adopted a joint resolution with the City of Monroe creating the Monroe-Union County Economic Development Commission and approving the related interlocal agreement effective January 1, 2022.
2) November 4, 2024, Regular Meeting, Agenda Item # 24-758 - Board adopted the "Resolution of the Union County Board of Commissioners Withdrawing from the Monroe-Union County Economic Development Commission."

**BACKGROUND:**

Effective January 1, 2022, Union County and the City of Monroe established the Monroe-Union County Economic Development Commission ("MUEDC") through adoption of a joint resolution establishing the MUEDC (the "Establishment Resolution") and entering into an interlocal agreement concerning the MUEDC (the "Interlocal Agreement"), as a joint county-wide economic development program. On November 4, 2024, the Board adopted a resolution withdrawing from the MUEDC, terminating the Interlocal Agreement, and dissolving the MUEDC, effective November 4, 2026 (giving two years' notice as required by statute, the Establishment Resolution, and the Interlocal Agreement).

The Board and the City of Monroe have determined it is now in their respective best interests to promote economic development activity through each entity's own internal economic development efforts independent of the other, engaging in economic development project collaboration with each other on a case-by-case basis. Rather than withdraw from the MUEDC, the County, City, and MUEDC agree that the MUEDC will merge into the County. This reflects functions of the MUEDC which have shifted already to the County. The action requested will allow for repeal of the Establishment Resolution, termination of the Interlocal Agreement, and merger of the MUEDC with Union County.

**FINANCIAL IMPACT:**

The remaining assets and liabilities of the MUEDC will be assumed by the County.

**REPEAL OF THE RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS AND THE MONROE CITY COUNCIL CREATING THE MONROE-UNION COUNTY ECONOMIC DEVELOPMENT COMMISSION**

WHEREAS, local governments including counties and municipalities are authorized by North Carolina General Statutes Sections 158-8 *et. seq.*, 160A-460 *et. seq.*, and 153A-445 to enter into agreements and partnerships for economic development purposes, including the creation of economic development commissions; and

WHEREAS, the Union County Board of Commissioners and the Monroe City Council adopted a joint resolution, effective January 1, 2022, establishing the Monroe-Union County Economic Development Commission (the "Joint Resolution"); and

WHEREAS, Union County (the "County") and the City of Monroe (the "City"), also adopted an interlocal agreement along with the Joint Resolution, which provides for the purpose, governance, organizational structure, powers and duties, and activities of the Monroe-Union County Economic Development Commission ("MUEDC") as provided in the Joint Resolution (the "Interlocal Agreement")

WHEREAS, North Carolina General Statute Section 158-8, as well as the Joint Resolution, provide that the Joint Resolution may be modified, amended, or repealed in the same manner as it was originally adopted; and

WHEREAS, the County and the City desire to repeal the Joint Resolution, terminate the Interlocal Agreement, and provide for the merger of MUEDC with the County; and

WHEREAS, the Union County Board of Commissioners and the Monroe City Council each believe it is in the best interests of each of their residents to take such actions related to MUEDC.

NOW, THEREFORE, BE IT RESOLVED AND AGREED BY THE Union County Board of Commissioners and the City Council of the City of Monroe as follows:

1. The Joint Resolution is repealed upon the Effective Date.

2. The Interlocal Agreement shall be considered terminated upon the Effective Date.

3. The Agreement and Plan of Merger, attached hereto as Exhibit A, is incorporated into this resolution by reference.

4. To the extent any duties would survive the repeal of the Joint Resolution, termination of the Interlocal Agreement, and the execution of the Agreement and Plan of Merger, the persons previously appointed to the trustee positions of the MUEDC are released from such positions and any duties and responsibilities thereunder as of the Effective Date.

5. This resolution shall become effective as of June 26, 2026 (“Effective Date”).

Adopted the _____ day of _____, 2026 by the Union County Board of Commissioners.

Attest:

_____ _____

Lynn G. West, Clerk to the Board

Brian Helms, Chair
Union County Board of Commissioners

Adopted the ___ day of _____, 2026 by the City Council of the City of Monroe.

Attest:

_____ _____

Bridgette H. Robinson, City Clerk

Robert Burns, Mayor
City of Monroe

NORTH CAROLINA

UNION COUNTY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER by and between the Monroe-Union County Economic Development Commission (hereafter "MUEDC"), a joint county-wide economic development commission formed by a joint resolution effective January 1, 2022, adopted by the governing boards of Union County, a political subdivision of the State of North Carolina, and the City of Monroe, a municipal corporation chartered under the laws of the State of North Carolina; Union County; and the City of Monroe; is to effect the merger of MUEDC (sometimes referred to as the "Merging Entity") with Union County (sometimes referred to as the "Surviving Entity").

1. Merger. The name of the Merging Entity is MUEDC. The name of the Surviving Entity is Union County . The Merging Entity and the Surviving Entity are herein referred to as the "Constituent Entities". Pursuant to this agreement and plan of merger by and between the Constituent Entities, the Merging Entity shall merge with and into the Surviving Entity. Union County, as the Surviving Entity, shall retain its current identity and shall succeed to all the currently existing rights, all remaining assets, liabilities and obligations of Merging Entity as of the Effective Time. This specifically includes any and all ownership interests in real and personal property and other assets owned by the Merging Entity as of the Effective Time being transferred from the Merging Entity to, and accepted by, the Surviving Entity.

2. Effective Time. The merger shall become effective as of 12:01 a.m. on June 26, 2026 (the "Effective Time").

3. Officials; Officers. The officials and officers of the Surviving Entity will not be changed. All committee/board members of the Merging Entity shall be deemed to have resigned and have no further authority as of the Effective Time.

4. Employees. All employees of the Merging Entity (if any) shall be employees of the Surviving Entity from and after the Effective Time and shall enroll or continue to be enrolled in the North Carolina Local Government Employees' Retirement System (hereafter "NCLGERS").

5. Interlocal Agreement Termination. Union County and the City of Monroe agree that the Interlocal Organizational and Operating Agreement dated October 12, 2021, concerning the MUEDC (the "Interlocal Agreement") shall be terminated as of the Effective Date. Notwithstanding the terms and conditions of the Interlocal Agreement concerning the termination of the Interlocal Agreement and the disposition of MUEDC property set forth in the Interlocal Agreement, Union County and the City of Monroe agree that MUEDC property shall be disposed of as set forth in Section 1 of this Agreement.

6. Terms and Conditions. Consummation of the merger is subject to the following terms and conditions:

   A. Approval by the Merging Entity's governing body;

   B. Approval by the Union County Commissioners and the City of Monroe City Council;

   C. Approval by the NCLGERS, if required; and

   D. Execution and delivery of any and all proper assignments, conveyances and assurances in law or equity and execution or affirmation of all things necessary or desirable to vest or confirm title to all such MUEDC property in the Surviving Entity.

This the _____ day of _____, 2026.

UNION COUNTY,

By: _____

_____

*(Print Name/Title)*

CITY OF MONROE,

By: _____

_____

*(Print Name/Title)*

MUEDC,

By: _____

_____

*(Print Name/Title)*

**File #:** 26-354 **Agenda Date:** 6/16/2026

**TITLE:**

Monroe-Union County Economic Development Commission Merger Indemnification Agreement

**INFORMATION CONTACT:**

Brian Matthews, County Manager's Office, County Manager, 704-292-2597

**ACTION REQUESTED:**

Authorize the County Manager to negotiate and execute the Indemnification Agreement, substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**

1) September 20, 2021, Regular Meeting, Agenda Item # 37 - At this meeting, the Board adopted a joint resolution with the City of Monroe creating the Monroe-Union County Economic Development Commission and approving the related interlocal agreement effective January 1, 2022.
2) November 4, 2024, Regular Meeting, Agenda Item # 24-758 - Board adopted the "Resolution of the Union County Board of Commissioners Withdrawing from the Monroe-Union County Economic Development Commission."
3) June 16, 2026, Regular Meeting, Agenda Item # 26-353 - Consideration of Merger of Union County and the Monroe-Union County Economic Development Commission action items.

**BACKGROUND:**

Effective January 1, 2022, Union County and the City of Monroe established the Monroe-Union County Economic Development Commission ("MUEDC") through adoption of a joint resolution establishing the MUEDC (the "Establishment Resolution") and entering into an interlocal agreement concerning the MUEDC (the "Interlocal Agreement"), as a joint county-wide economic development program. On November 4, 2024, the Board adopted a resolution withdrawing from the MUEDC, terminating the Interlocal Agreement, and dissolving the MUEDC, effective November 4, 2026 (giving two years' notice as required by statute, the Establishment Resolution, and the Interlocal Agreement).

The Board and the City of Monroe have determined it is now in their respective best interests to promote economic development activity through each entity's own internal economic development efforts independent of the other, engaging in economic development project collaboration with each other on a case-by-case basis. Rather than the County withdrawing from the MUEDC, the County, City, and MUEDC agree that the MUEDC will merge into the County. This reflects the functions of the MUEDC which have shifted already to the County. The action requested will address certain handling of any outstanding obligations and liabilities of the MUEDC incurred prior to the MUEDC's merger with the County. These responsibilities will be financially shared equally (50/50) between the County and the City.

**FINANCIAL IMPACT:**

Responsibility for 50% of the outstanding obligations and liabilities of the MUEDC prior to the MUEDC's merger with the County.

NORTH CAROLINA

**INDEMNIFICATION AGREEMENT**

UNION COUNTY

THIS INDEMNIFICATION AGREEMENT is entered into this the _____ day of _____, 2026, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter "County"), and the **CITY OF MONROE**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter "City").

WHEREAS, the Union County Board of Commissioners and the Monroe City Council adopted a joint resolution, effective January 1, 2022, establishing the Monroe-Union County Economic Development Commission (the "Joint Resolution"); and

WHEREAS, County and City also adopted an interlocal agreement along with the Joint Resolution, which provided for the purpose, governance, organizational structure, powers and duties, and activities of the Monroe-Union County Economic Development Commission ("MUEDC") as provided in the Joint Resolution (the "Interlocal Agreement"); and

WHEREAS, pursuant to applicable law, County and City took action (or plan to take action) to repeal the Joint Resolution, terminate the Interlocal Agreement, and provide for the merger of MUEDC with the County, including execution of an agreement between County, City, and MUEDC concerning merger of the MUEDC with the County (the "Merger Agreement"); and

WHEREAS, as part of the Merger Agreement, County is succeeding to the currently existing rights, and all remaining assets, liabilities, and obligations, of MUEDC; and

WHEREAS, to address any outstanding pre-merger issues and liabilities of the MUEDC, County and City desire to address such issues and liabilities through the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree to the following terms and conditions:

1. **INDEMNIFICATION AND DEFENSE.** To the maximum extent permitted by applicable law, for any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to the Merger Agreement, the merger between County and MUEDC, and any liabilities accrued by MUEDC prior to the Effective Time of the Merger Agreement (as such term is defined in the Merger Agreement) ("MUEDC Liabilities"), and any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the Merger Agreement, the merger between County and MUEDC, and any liabilities accrued by the MUEDC prior to the Effective Time of the Merger Agreement (as such term is defined in the Merger Agreement) ("MUEDC Claims"), the City and County agree to jointly defend the County, City, and MUEDC, as permitted under applicable law and the Rules of Professional Responsibility, and the officers, officials, employees, and agents of each from such MUEDC Liabilities and

MUEDC Claims. The County, as the surviving entity of the merger with the MUEDC under the Merger Agreement, will control the defense, and cost of defense, of any such MUEDC Liabilities or MUEDC Claims. County and City agree to evenly split (50% County and 50% City) the cost of defense of MUEDC Liabilities or MUEDC Indemnification Claims, as well as evenly split (50% County and 50% City) the costs of any judgment, decision, or other liability attributed to the County, City, or MUEDC related to the MUEDC Liabilities or MUEDC Claims. Notwithstanding any language to the contrary herein, the indemnification and defense obligations contained in this paragraph shall not apply to any claim asserted by either County or City against the other to enforce the terms of the Agreement and Plan of Merger or this Indemnification Agreement.

2. **COOPERATION.** City and County agree to use their best efforts to cooperate with each other as it relates to the defense of any MUEDC Claims and the payment of any MUEDC Liabilities or MUEDC Claims. This includes, without limitation, the provision of any information, documents and instruments held by either party, financial and accounting information, and other information sharing between staff of County and City related to the defense of any MUEDC Claims and payment of any MUEDC Liabilities or MUEDC Claims.

3. **CITY PAYMENTS RELATED TO PRIOR MUEDC OBLIGATIONS.** City agrees to pay County fifty percent (50%) of the amount of any obligation incurred by MUEDC prior to the Effective Time of the Merger Agreement (as such term is defined in the Merger Agreement), or any obligation required of the County due to the merger that would have otherwise been an MUEDC obligation, which County is required to pay to any third-party (whether incurred through contract or some other legal theory or obligation), within 30 days of the County's invoice. If the County's invoice is disputed by the City, the City shall provide notice of the dispute and specify the items and reasons for the dispute and the parties shall work expeditiously to resolve the dispute within 30 days of receipt of the dispute notice prior to engaging in any mediation or litigation, which may be extended by mutual written agreement. The City shall have no obligation to pay the disputed portion of the invoice during the 30 days (or extended time) the parties are working to resolve the dispute.

4. **AMENDMENT.** This Agreement may be amended upon adoption of written amendments executed in writing on behalf of each respective governing body.

5. **JOINT EFFORTS**. This Agreement shall be considered for all purposes as prepared through the joint efforts of both parties and shall not be construed against one party or the other as a result of preparation, submission, or drafting hereof.

6. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, County and City shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

7. **REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants each to the other the existence of all capacity, authority, resolutions, and actions necessary to execute and enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

ATTEST

**UNION COUNTY**

_____

Lynn G. West
Clerk to the Board

_____

Brian W. Matthews
County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Finance Officer

ATTEST

**CITY OF MONROE**

_____

Bridgette H. Robinson
City Clerk

_____

William M. Watson
City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Finance Officer

**File #:** 26-336 **Agenda Date:** 6/16/2026

**TITLE:**

Consider Amendment to Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)

**INFORMATION CONTACT:**

Ron Mahle, Economic Development, Director, 980-476-5279

**ACTION REQUESTED:**

1) Adopt the Resolution for the Conveyance of County Property to McGee Corporation for Economic Development Pursuant to N.C.G.S. §158-7.1; and 2) Authorize the County Manager to i) negotiate and execute any documentation and agreement substantially consistent with this agenda item and necessary to effectuate such sale, ii) exercise any extension term options set forth in the Agreement, and iii) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
2) October 20, 2025, Regular Meeting, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed $696,00 paid over a 5-year period beginning in FY 2028
3) December 8, 2025, Regular Meeting, Agenda Item #25-748 - Public Hearing Conducted on conveyance of real property
4) December 8, 2025, Regular Meeting, Agenda Item #25-749 - Consideration of conveyance of county owned property

**BACKGROUND:**

The Union County Economic Development Department started conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company originally submitted an offer of $4,267,900, being $70,000 per acre. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1(the specific parcel considered for sale is Union County Tax Parcel #09372003D).

McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The original Real Estate Purchase and Sale Agreement was signed on January 20, 2026, for the purchase price of $4,267,900.

However, it was discovered that there exist certain conditions on approximately 2.5 acres of the property, including encroachments as well as wetlands, which have decreased the fair market value of the property and need to be addressed prior to the closing date. The price per acre has been reduced only on the affected 2.5 acres of the property. The purchase consideration is now $4,136,650.00 in cash, subject to all easements, right of ways, encroachments, and other restrictions of record, and to account of any property conditions. The Board of Commissioners has determined that the property subject to conveyance has a fair market value of $4,136,650.00.

The land will be used for an industrial project with an approximate investment of $40,000,000 and the creation of 35 new jobs with a probable hourly wage of $30.28 per hour for employees on the property. McGee Corporation intends to build a new 366,000 square-foot manufacturing facility on the property which will serve as its headquarters for design, sales, manufacturing, and distribution. This sale is made pursuant to private negotiation under G.S. 158-7.1.

**FINANCIAL IMPACT:**

Union County would receive $4,136,650.00 in cash in exchange for the land. The project would also bring a prospective $40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of $30.28 per hour into Union County.

**RESOLUTION FOR THE CONVEYANCE OF COUNTY PROPERTY TO MCGEE CORPORATION FOR ECONOMIC DEVELOPMENT PURSUANT TO N.C.G.S. § 158-7.1**

WHEREAS, Union County owns approximately 89 acres of property off of Goldmine Road, near the intersection of Goldmine Road and Price Short Cut Road, in Union County, as such property may be more particularly referenced as Union County Tax Parcel #09372003D (the "Original Property"); and

WHEREAS, the Original Property was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, pursuant to N.C.G.S. § 158-7.1; and

WHEREAS, N.C.G.S. § 158-7.1 authorizes a county to convey real property by private negotiation and sale property acquired for an industrial park or held for resale for industrial or commercial use; and

WHEREAS, the McGee Corporation, their subsidiary or affiliated entity, (collectively "McGee") desires to purchase 60.97 acres of the Original Property, as such parcel is shown as Lot 2 on the attached Exhibit A (the "Property"), for industrial or commercial use, including the construction of an approximate 366,000 square foot manufacturing facility, and the purchase and installation of new production equipment; and

WHEREAS, McGee's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County; and

WHEREAS, a public hearing was held on June 16, 2026, to consider whether to approve the conveyance of the Property to McGee; and

WHEREAS, this Resolution supersedes and replaces the prior resolution adopted December 8, 2025; and

WHEREAS, the Board of Commissioners deems it wise to convey the Property to McGee by private negotiation and sale, for the consideration noted herein, pursuant to authority set forth in N.C.G.S. § 158-7.1, along with all other applicable law.

NOW, THEREFORE, the Union County Board of Commissioners resolves as follows:

1. The Board of Commissioners hereby authorizes the sale of the Property by private negotiation and sale to the McGee Corporation, their subsidiary or

affiliated entity, for the sum of Four Million One Hundred Thirty-Six Thousand Six Hundred and Fifty and 00/100 Dollars ($4,136,650.00).

2. The Property will be used for an industrial project and will stimulate the local economy, promote business, and result in a prospective $40,000,000 in new capital investment, and the creation of thirty-five (35) new jobs with a probable hourly wage of $30.28 per hour for employees at the Property.

3. The fair market value of the interest to be conveyed is Four Million One Hundred Thirty-Six Thousand Six Hundred and Fifty and 00/100 Dollars ($4,136,650.00), subject to all easements, right of ways, and other restrictions of record.

4. The County Manager, or his designee, is authorized to execute any and all documents necessary to convey the Property to McGee, including execution of any amendments to, and ratifications of, previous agreements and documents related to this transaction.

Adopted this the 16th day of June, 2026.

ATTEST:

_____ _____

Lynn G. West, Clerk to the Board

Chair
Union County Board of Commissioners

Flood Certification
I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 3710541600J, dated 10/16/2008, and hereby certify that this property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.

Certificate of Survey and Accuracy
State of North Carolina, Union County
I, Clinton D. Lawrence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed recorded in Book As, Page Shown); that the boundaries not surveyed are clearly indicated as dashed lines drawn from adjoining owners deeds as shown; that the ratio of precision as calculated is 1:10,000 or better; that this plat was prepared in accordance with G.S. 47-30 as amended.
That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.
Witness my original signature, registration number and seal this the

___day of_____,A.D., 20___.

PRELIMINARY

Clinton D. Lawrence, NCPLS L-5056

NORTH CAROLINA PROFESSIONAL SEAL L-5056 LAND SURVEYOR CLINTON D. LAWRENCE

STATE OF NORTH CAROLINA COUNTY OF UNION

I _____ Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

_____ _____
Date Review Officer

Certificate of Approval – Exempt

This survey is not subject to the Subdivision Regulations of The City of Monroe, No approval is required.

_____ _____
Subdivision Administrator Date

Certification of Ownership and Dedication

I hereby certify that Union County is the owner of the property shown and described hereon, that the property is within the subdivision jurisdiction of the City of Monroe and that Union County hereby adopts this plan of subdivision with its free consent and hereby establishes all lots and dedicate to the public all streets, alleys, easements, walks, parks and other open spaces as shown hereon unless otherwise noted as private.

Union County
By: _____

_____, County Manager
Print name above

Attest: _____ (Corporate Seal)
Lynn G. West
Clerk to the Board of Commissioners

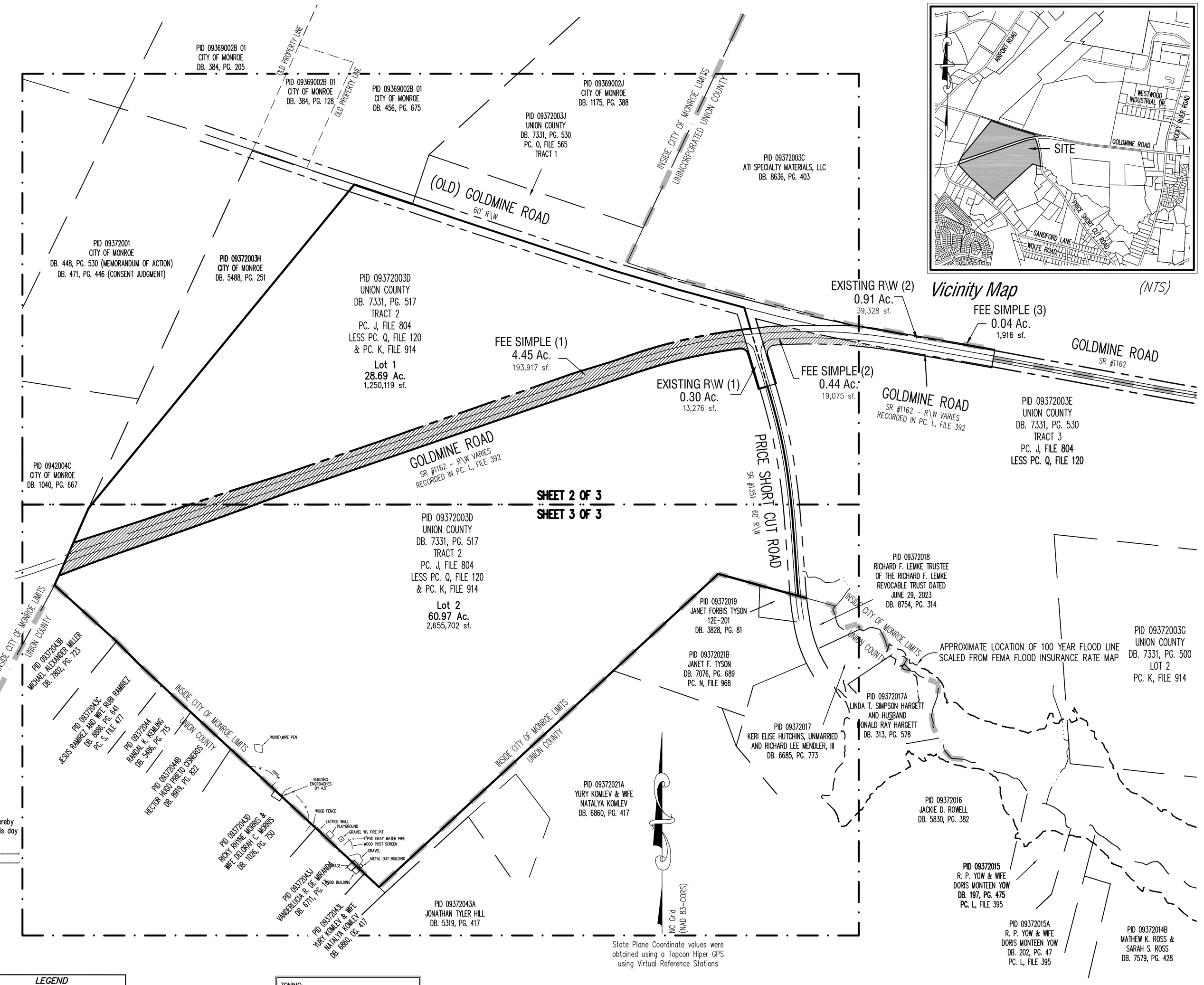
STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he (or she) is _____ of _____, and that, he (or she), as _____, being authorized to do so, executed the foregoing on behalf of _____.

Witness my hand and official seal, this the ___day of _____, 20___

_____
Notary

My commission expires: _____, 20___ (Seal)







*Vicinity Map* (NTS)

NOTES
1. Areas computed using coordinate geometry.
2. This map was prepared without the benefit of a title search. Survey subject to full title search.
3. This property may be subject to right of ways, easements, restrictions and covenants either recorded or implied.
4. All distances shown are horizontal ground distances.
5. Rebar set at all corners unless otherwise noted.
6. Broken lines indicate property lines not surveyed.
7. All adjoining property owner information is taken from current deeds and tax records and are considered as "Now or Formerly".
8. Lawrence Associates makes no guarantees to the compaction or to the nonexistence of spoils areas.
9. Other underground utilities may exist but their locations are not known.

*LEGEND*

| | |
|---|---|
| GPUE | = General Public Utility Easement |
| | = Calculated Point |
| | = Iron Found |
| | = R\W Disk Found |
| | = Power Pole |
| -ohe- | = Overhead Electric |

-250 0 175 250
( IN FEET )
1 inch = 250 ft.

ZONING:

ZONED: GI

YARD REQUIREMENTS:
SETBACK (STREET) – 25'
SIDE YARD – 10' (50' IF ABUTTING, RLD, RMD AND / OR OM DISTRICTS)
REAR YARD – 25' (50' IF ABUTTING, RLD, RMD AND / OR OM DISTRICTS)
MINIMUM LOT WIDTH – N/A
MINIMUM LOT AREA – N/A
MINIMUM LOT COVERAGE – N\A
MAX. BUILDING HEIGHT – 63'

CURRENT OWNER:

UNION COUNTY
500 N. MAIN STREET
MONROE, NC 28112

LAWRENCE ASSOCIATES
115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013
www.lawrencesurveying.com
Firm License Number: C-2856

# *Exempt - Final Plat*
## *Property of:*
## *Union County (a political subdivision of North Carolina)*
*City of Monroe, Monroe Township, Union County, NC*

*Orig. scale: 1" = 250'* *Date: October 10, 2025* *Drawn By: JLH*

*Job No. 0007-5222* *Drawing file: Canopy Plat – Sht 1.dwg* *Drawing no. 25/209*

*Sheet 1 of 3*

REVISIONS
10-29-25
2-25-26

\\192.168.32.40\Lawrence Projects\0007-7813 Project Canopy\Canopy Plat – Sht 1.dwg 2/25/2026 3:31:07 PM EST

\\192.168.32.40\Lawrence Projects\0007-7813 Project Canopy\Canopy Plat - Sht 2.dwg 2/25/2026 3:28:44 PM EST

LEGEND
GPUE = General Public Utility Easement
CP = Calculated Point
IRON FOUND = Iron Found
R\W DISK FOUND = R\W Disk Found
= Power Pole
ohe = Overhead Electric

PID 09369002B 01
CITY OF MONROE
DB. 384, PG. 205

PID 09369002B 01
CITY OF MONROE
DB. 384, PG. 128

PID 09369002B 01
CITY OF MONROE
DB. 456, PG. 675

PID 09369002J
CITY OF MONROE
DB. 1175, PG. 388

PID 09372001
CITY OF MONROE
DB. 448, PG. 530 (MEMORANDUM OF ACTION)
DB. 471, PG. 446 (CONSENT JUDGMENT)

PID 09372003H
CITY OF MONROE
DB. 5488, PG. 251

PID 09372003J
UNION COUNTY
DB. 7331, PG. 530
PC. O, FILE 565
TRACT 1

PID 09372003C
ATI SPECIALTY MATERIALS, LLC
DB. 8636, PG. 403

PID 09372003D
UNION COUNTY
DB. 7331, PG. 517
TRACT 2
PC. J, FILE 804
LESS PC. Q, FILE 120
& PC. K, FILE 914
Lot 1
28.69 Ac.
1,250,119 sf.

PID 09372003D
UNION COUNTY
DB. 7331, PG. 517
TRACT 2
PC. J, FILE 804
LESS PC. Q, FILE 120
& PC. K, FILE 914
Lot 2
60.97 Ac.
2,655,702 sf.

PID 0942004C
CITY OF MONROE
DB. 1040, PG. 667

PID 09372043B
MICHAEL ALEXANDER MILLER
DB. 7802, PG. 723

PID 09372043C
JESUS RAMIREZ AND WIFE RUBI RAMIREZ
DB. 8886, PG. 641
PC. S, FILE 477

PID 09372044
RANDAL K. KEMLING
DB. 5486, PG. 715

PID 09372003E
UNION COUNTY
DB. 7331, PG. 530
TRACT 3
PC. J, FILE 804
(LESS & EXCEPT
PC. K, FILE 914
PC. Q, FILE 120 &
DB. 6134, PG. 603)

PID 09372019
JANET FORBIS TYSON
12E-201
DB. 3828, PG. 81

PID 09372021B
JANET F. TYSON
DB. 7076, PG. 689
PC. N, FILE 968

PID 09372018
RICHARD F. LEMKE
TRUSTEE OF THE
RICHARD F. LEMKE
REVOCABLE TRUST

(OLD) GOLDMINE ROAD
60' R\W

GOLDMINE ROAD
SR #1162
R\W RECORDED IN PC. L, FILE 392

PRICE SHORT CUT ROAD
SR #1351 - MAINTAINED R\W

OLD PROPERTY LINE

INSIDE CITY OF MONROE LIMITS
UNION COUNTY

S71°33'31"E 225.80'
N18°29'06"E 190.62'
S71°18'58"E 200.00'
S71°48'55"E 572.04'
S73°28'54"E 252.09'
S74°47'20"E 254.11'
N39°23'20"E 1538.79'
S70°39'58"W 746.67'
N71°01'35"E 1346.10'
S71°01'40"W 380.83'
N47°51'49"W 307.95'
N47°10'14"W 194.03'
N47°13'02"W 198.6±
N74°37'03"W 305.60'
S47°18'32"W 525.09'

Maintenance for the old Goldmine Road Alignment abandoned per North Carolina Board of Transportation meeting on 7-6-2011, Petition #49788

ACCESS EASEMENT (RECORDED IN DB. 7117, PG. 811 AMMENDED IN DB. 7329, PG. 66)
ACCESS EASEMENT (RECORDED IN DB. 7117, PG. 824 AND AMMENDED IN DB. 7329, PG. 73)

20' UTILITY EASEMENT PARALLEL TO THE NORTHERN R\W of GOLDMINE ROAD RECORDED IN DB. 749, PG. 16 & DB. 743, PG. 531, 532, 534, 535, & 536

50' EASEMENT TO PIEDMONT NATURAL GAS (RECORDED IN DB. 7117, PG. 824 AND AMMENDED IN DB. 7329, PG. 73)

TEMPORARY CONSTRUCTION EASEMENT (RECORDED IN DB. 7117, PG. 824 AND AMMENDED IN DB. 7329, PG. 73)

EASEMENT TO PIEDMONT NATURAL GAS (RECORDED IN DB. 7117, PG. 824 AND AMMENDED IN DB. 7329, PG. 73)

FEE SIMPLE (1)
4.45 Ac.
193,917 sf.
Goldmine Road Relocation
Db. 5031, Pg. 487 (Memorandum of Action)
Db. 5493, Pg. 449 (Consent Judgment) - Total Fee Simple
CITY OF MONROE
FEE SIMPLE FOR
ROADWAY PURPOSES

FEE SIMPLE (2)
0.44 Ac.
19,075 sf.

EXISTING R\W (1)
0.30 Ac.
13,276 sf.

10' TEMPORARY CONSTRUCTION EASEMENT
20' GENERAL PUBLIC UTILITY EASEMENT

EXISTING GRAVITY SEWER LINE
20' SAINTARY SEWER EASEMENT.
NO DOCUMENTATION FOUND

SHEET 2 OF 3
SHEET 3 OF 3

NC Grid
(NAD 83-CORS)

State Plane Coordinate values were obtained using a Topcon Hiper GPS using Virtual Reference Stations

NORTH CAROLINA PROFESSIONAL SEAL L-5056 LAND SURVEYOR CLINTON D. LAWRENCE

PRELIMINARY

-150 0 75 150
( IN FEET )
1 inch = 150 ft.

WOOD\WIRE PEN

LAWRENCE ASSOCIATES
115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013
www.lawrencesurveying.com
Firm License Number: C-2856

# Exempt - Final Plat
## Property of:
## Union County (a political subdivision of North Carolina)
City of Monroe, Monroe Township, Union County, NC

Orig. scale: 1" = 150' Date: October 10, 2025 Drawn By: JLH

Job No. 0007-5222 Drawing file: Canopy Plat - Sht 2.dwg Drawing no. 25/209

Sheet 2 of 3
REVISIONS
10-29-25
2-25-26

PID 09372003D
UNION COUNTY
DB. 7331, PG. 517
TRACT 2
PC. J, FILE 804
LESS PC. Q, FILE 120
& PC. K, FILE 914

Lot 1
28.69 Ac.
1,250,119 sf.

50' EASEMENT TO PIEDMONT NATURAL GAS (RECORDED IN DB. 7117, PG. 824 AND AMMENDED IN DB. 7329, PG. 73)

TEMPORARY CONSTRUCTION EASEMENT (RECORDED IN DB. 7117, PG. 824 AND AMMENDED IN DB. 7329, PG. 73)

N39°23'20"E 1539.78'

S70°39'58"W 746.67'

N71°01'35"E 1346.10'

GOLDMINE ROAD
SR #1162
R\W RECORDED IN PC. L, FILE 392

S71°01'40"W 380.83'

FEE SIMPLE (1)
4.45 Ac.
193,917 sf.
Goldmine Road Relocation
Db. 5031, Pg. 487 (Memorandum of Action)
Db. 5493, Pg. 449 (Consent Judgment) – Total Fee Simple
CITY OF MONROE
FEE SIMPLE FOR
ROADWAY PURPOSES

SHEET 2 OF 3
SHEET 3 OF 3

EXISTING R\W (1)
0.30 Ac.
13,276 sf.

FEE SIMPLE (2)
0.44 Ac.
19,075 sf.

10' TEMPORARY CONSTRUCTION EASEMENT

20' GENERAL PUBLIC UTILITY EASEMENT

PRICE SHORT CUT ROAD
SR #1351 – MAINTAINED R\W

PID 09372003E
UNION COUNTY
DB. 7331, PG. 530
TRACT 3
PC. J, FILE 804
(LESS & EXCEPT
PC. K, FILE 914
PC. Q, FILE 120 &
DB. 6134, PG. 603)

PID 0942004C
CITY OF MONROE
DB. 1040, PG. 667

EASEMENT TO PIEDMONT NATURAL GAS
(RECORDED IN DB. 7117, PG. 824 AND
AMMENDED IN DB. 7329, PG. 73)

N47°51'49"W 307.95'

INSIDE CITY OF MONROE LIMITS
UNION COUNTY

PID 09372043B
MICHAEL ALEXANDER MILLER
DB. 7802, PG. 723

PID 09372043C
JESUS RAMIREZ AND WIFE, RUBI RAMIREZ
DB. 8886, PG. 641
PC. S, FILE 477

N47°01'14"W 194.03'

PID 09372044
RANDAL K. HEMING
DB. 5486, PG. 715

N47°13'02"W 199.63'

INSIDE CITY OF MONROE LIMITS
UNION COUNTY

PID 09372044B
HECTOR RUGO PRIETO OSNEROS
DB. 8819, PG. 822

WOOD\WIRE PEN

FENCE

N47°05'54"W 426.31'

BUILDING
ENCROACHES
BY 4.5'

WOOD FENCE

LATTICE WALL

PLAYGROUND

GRAVEL W\ FIRE PIT

4"PVC GRAY WATER PIPE

WOOD POST SCREEN

GRAVEL

METAL OUT BUILDING

GARAGE

CAR JACK
FOUND

WOOD BUILDING

PID 09372043D
RICKY RHYNE MORRIS &
WIFE, DELORAN C. MORRIS
DB. 1026, PG. 750

PID 09372043J
VANDERUCCA R. DE MIRANDA
DB. 6711, PG. 13

PID 09372043L
YURY KOMLEV & WIFE
NATALYA KOMLEV
DB. 6860, PG. 417

PID 09372003D
UNION COUNTY
DB. 7331, PG. 517
TRACT 2
PC. J, FILE 804
LESS PC. Q, FILE 120
& PC. K, FILE 914

Lot 2
60.97 Ac.
2,655,702 sf.

EXISTING GRAVITY SEWER LINE
20' SAINTARY SEWER EASEMENT.
NO DOCUMENTATION FOUND

EXISTING GRAVITY SEWER LINE
20' SAINTARY SEWER EASEMENT.
NO DOCUMENTATION FOUND

N74°37'03"W 305.60'

PID 09372019
JANET FORBIS TYSON
12E-201
DB. 3828, PG. 81

S47°18'32"W 525.09'

PID 09372021B
JANET F. TYSON
DB. 7076, PG. 689
PC. N, FILE 968

PID 09372018
RICHARD F. LEMKE
TRUSTEE OF THE
RICHARD F. LEMKE
REVOCABLE TRUST
DATED JUNE 29, 2023
DB. 8754, PG. 313

INSIDE CITY OF MONROE LIMITS
UNION COUNTY

S47°16'09"W 1172.99'

PID 09372021A
YURY KOMLEV & WIFE
NATALYA KOMLEV
DB. 6860, PG. 417

PID 09372043A
JONATHAN TYLER HILL
DB. 5319, PG. 417

NC Grid
(NAD 83-CORS)

State Plane Coordinate values were obtained using a Topcon Hiper GPS using Virtual Reference Stations

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BRG. | CHORD DIST. |
| C1 | 348.35 | 7816.69 | N69°47'02"E | 348.32 |
| C2 | 552.91 | 18155.60 | N70°10'31"E | 552.89 |
| C3 | 50.23 | 1966.00 | N71°50'38"E | 50.22 |
| C4 | 345.25 | 1966.00 | N77°32'00"E | 344.80 |
| C5 | 39.42 | 28.00 | S57°02'47"E | 36.24 |
| C6 | 31.47 | 2034.05 | S83°27'55"W | 31.47 |
| C7 | 373.85 | 2034.00 | S77°45'24"W | 373.32 |
| C8 | 52.00 | 2034.00 | S71°46'58"W | 52.00 |
| C9 | 552.61 | 18199.86 | S71°52'50"W | 552.59 |
| C10 | 95.45 | 599.10 | S86°04'39"W | 95.35 |
| C11 | 95.45 | 599.10 | S86°04'39"W | 95.35 |
| C12 | 29.58 | 2034.05 | S84°19'31"W | 29.58 |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N46°58'26"W | 70.42 |
| L2 | N44°31'09"W | 113.09 |
| L3 | N24°43'39"E | 38.36 |
| L4 | N23°50'19"E | 131.89 |
| L5 | S16°43'12"E | 22.57 |
| L6 | S16°54'05"E | 50.94 |
| L7 | S16°36'55"E | 61.17 |
| L8 | N73°16'28"E | 33.93 |
| L9 | S16°19'31"E | 38.01 |
| L10 | S15°37'09"E | 48.66 |
| L11 | S14°45'41"E | 48.69 |
| L12 | S13°34'26"E | 48.11 |
| L13 | S11°58'48"E | 48.07 |
| L14 | S10°14'40"E | 50.68 |
| L15 | S08°39'00"E | 52.52 |
| L16 | S07°25'24"E | 55.47 |
| L17 | S06°20'30"E | 48.74 |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L18 | S05°05'33"E | 49.93 |
| L19 | S04°32'36"E | 51.00 |
| L20 | S04°21'06"E | 52.07 |
| L21 | S03°55'55"E | 53.76 |
| L22 | S03°44'29"E | 47.76 |
| L23 | S04°16'31"E | 46.33 |
| L24 | S05°41'07"E | 41.86 |
| L25 | S74°37'03"E | 29.80 |
| L26 | N23°40'09"E | 139.35 |
| L27 | S16°33'33"E | 80.51 |
| L28 | S72°46'41"W | 155.97 |
| L29 | S72°14'03"W | 200.05 |
| L30 | S71°34'21"W | 58.62 |
| L31 | S70°59'47"W | 63.02 |
| L32 | S46°37'16"E | 29.91 |
| L33 | N47°01'21"W | 73.88 |
| L34 | N47°01'21"W | 245.11 |

NORTH CAROLINA PROFESSIONAL SEAL L-5056 LAND SURVEYOR CLINTON D. LAWRENCE

PRELIMINARY

LEGEND

GPUE = General Public Utility Easement
CP = Calculated Point
= Iron Found
= R\W Disk Found
= Power Pole
–ohe– = Overhead Electric

–150 0 75 150
( IN FEET )
1 inch = 150 ft.

LAWRENCE ASSOCIATES
115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013
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Firm License Number: C-2856

*Exempt - Final Plat*
*Property of:*
*Union County (a political subdivision of North Carolina)*
*City of Monroe, Monroe Township, Union County, NC*

*Orig. scale: 1" = 150'* *Date: October 10, 2025* *Drawn By: JLH*

*Job No. 0007-5222* *Drawing file: Canopy Plat – Sht 1.dwg* *Drawing no. 25/209*

*Sheet 3 of 3*
*REVISIONS*
*10-29-25*
*2-25-26*

\\192.168.32.40\Lawrence Projects\0007-7813 Project Canopy\Canopy Plat – Sht 2.dwg 2/25/2026 3:28:44 PM EST

**AMENDMENT TO**
**REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Amendment to the Real Estate Purchase and Sale Agreement ("**Amendment**') is entered into by and between **UNION COUNTY**, a political subdivision of the State of North Carolina ("**Seller**"), and **MCGEE CORPORATION** ("**Buyer**") with reference to the following facts:

A. On January 20, 2026, Buyer and Seller entered into a Real Estate Purchase and Sale Agreement ("**Agreement**") relating to the sale of certain property described therein; and

B. Buyer and Seller desire to amend the Agreement in the manner set forth below.

Wherefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. All defined terms and phrases in the Agreement shall have the same meaning in this Amendment unless otherwise noted.

2. Notwithstanding any provision in the Agreement to the contrary, the Buyer and Seller agree to modify the Purchase Price from Four Million Two Hundred Sixty-Seven Thousand Nine Hundred and 00/100 Dollars ($4,267,900.00) to Four Million One Hundred Thirty-Six Thousand Six Hundred Fifty and 00/100 ($4,136,650.00).

3. Section 2.5.3 of the Agreement acknowledges the existence of encroachments shown on the Exhibit Map and further states Seller will remove or otherwise remedy such encroachments prior to Closing. The parties agree that the reduction in the Purchase Price will function as a remedy to existence of the encroachments seen on the Exhibit Map. Further, the Property will be sold subject to the encroachments seen on the Exhibit Map, and the Seller shall have no further responsibility or liability for such encroachments.

4. This Amendment may be executed in counterparts and delivered by way of facsimile, email or Docusign.

5. Except as expressly modified herein, the Agreement shall remain unchanged and in full force and effect.

NO FURTHER TEXT APPEARS ON THIS PAGE

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the last date of execution below.

**BUYER**:

MCGEE CORPORATION

By:_____
Name:_____
Its:_____
Date: _____

**SELLER**:

UNION COUNTY

By:_____
Name:_____
Its:_____
Date: _____

**File #:** 26-333 **Agenda Date:** 6/16/2026

**TITLE:**

Grant Application - Sisters of Mercy of North Carolina Legacy

**INFORMATION CONTACT:**

Jason May, Budget & Grants Management, Director, 704-283-3760

**ACTION REQUESTED:**

Authorize the County Manager to submit the associated grant application and make necessary assurances and certifications associated with the grant application as substantially consistent with this agenda item, which includes the authorization to execute documents related to award of the grant and budget funds as appropriate.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The Parenting Support & Nurturing Parenting Program (PSNP) helps families strengthen parenting skills and build healthy, supportive relationships with their children. The program provides intensive parenting education and support services to families experiencing significant parenting challenges, including those at risk of or in the early stages of child maltreatment who may benefit from intervention and treatment services.

Established in Union County in 2011, PSNP is funded through the Alliance for Children. Union County has been advised to anticipate a 10% reduction in funding from the Alliance for Children for FY 2027. This grant request is intended to help offset the anticipated funding shortfall and ensure the continuation of this essential program and the services it provides to vulnerable families in the community.

The Sisters of Mercy of North Carolina Legacy awards grants to tax-exempt health care, educational, and social service organizations that align with its mission of improving the quality of life for women, children, older adults, and individuals experiencing poverty. The organization prioritizes funding for ongoing operational needs as well as specific program and project expenses that directly support these populations.

**FINANCIAL IMPACT:**

The grant request will be for approximately $20,000. There is no match required for this grant.

**File #:** 26-323 **Agenda Date:** 6/16/2026

**TITLE:**

NC Department of Public Safety Juvenile Crime Prevention Council Funding Plan FY 2026-2027

**INFORMATION CONTACT:**

Beverly Liles, Finance, Director, 704-283-3675

**ACTION REQUESTED:**

1) Approve County Funding Allocation Plan, Annual Plan and Certification for FY 2026-2027, 2) authorize the Finance Director to approve the grant agreements and documents related to such grant agreements during their term, and 3) authorize the County Manager to appropriate JCPC Funding as approved in the funding plan by a County Manager's Budget Amendment in FY 2027.

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

The Juvenile Crime Prevention Council (JCPC) is a Board appointed by Commissioners, as defined by State Statutes. The JCPC provides funding and monitors Community Based alternatives to juvenile incarceration and provides funding for substance abuse prevention strategies and programs.

Funding for JCPC programs is generally adopted in the State Budget and assigned to County programs by a formula grant. Normally, a county JCPC approves a budget for the upcoming fiscal year, which is then submitted to the North Carolina Department of Public Safety Juvenile Justice and Delinquency Prevention (the DJJ). The attached funding plan was developed and approved by the JCPC Board and represents the Board's plan for how the funds will be spent for the 2026-2027 fiscal year. This request will be included in the State's DJJ budget which is planned for 2026-2027.

The JCPC Board approved $476,439 for County programs for the 2026-2027 fiscal year. The Funding Plan allocates funding from the State to the following programs: Life Connections D-A-S-H Counseling Services $100,000, Transforming Youth Movement-Transforming Futures $125,000, Transforming Youth Movement- Union County Teen Court Program $40,790, Aspire Youth and Family Kids at Work $75,312, JCPC Administration $9,502, Arts Related Innovative Student Empowerment (ARISE) Union-KRE8IVU $50,000, The Connection Center $45,835, and New Covenant Community Development Center - Next Step Youth Program $30,000.

The JCPC budget is normally approved as a "pass through" line item in the County budget, meaning that the amount approved by the State is received by the County and then used for the JCPC program.

Union County has not approved JCPC programs in line-item detail in the past; rather, the JCPC Board normally negotiates, approves, and monitors line-item detail within the amount of funds allocated to the program, and provides a recommended budget to Commissioners.

**FINANCIAL IMPACT:**

None

Docusign Envelope ID: 692F4126-F828-8569-810E-6EFD56CC8B3D

# Union County

## NC DPS - Community Programs - County Funding Plan

Available Funds: $ **$476,439** Local Match: $ **$229,477** Rate: **30%**

**DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.**

| # | Program Provider | DPS-JCPC Funding | LOCAL FUNDING | | | OTHER | OTHER | Total | % Non DPS-JCPC Program Revenues |
|---|---|---|---|---|---|---|---|---|---|
| | | | County Cash Match | Local Cash Match | Local In-Kind | State/ Federal | Funds | | |
| 1 | Life Connections of the Carolinas-DASH Counseling Services | $100,000 | | | $31,689 | | | $131,689 | 24% |
| 2 | Transforming Youth Movement, INC- Transforming Futures | $125,000 | | | $40,000 | | | $165,000 | 24% |
| 3 | Aspire Youth & Family, Inc-Kids At Work! Union | $75,312 | | | $29,388 | | | $104,700 | 28% |
| 4 | Union County-JCPC Administration | $9,502 | | | | | | $9,502 | |
| 5 | A.R.I.S.E- Union-Kre8ivu | $50,000 | | | $30,000 | | | $80,000 | 38% |
| 6 | The Connect Center | $45,835 | | $50,502 | | | | $96,337 | 52% |
| 7 | Transforming Youth Movement-Union County Teen Court Program | $40,790 | | | $13,000 | | | $53,790 | 24% |
| 8 | NCCDC Next Step Youth Program | $30,000 | | $2 | $34,896 | | | $64,898 | 54% |
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| 17 | | | | | | | | | |
| 18 | | | | | | | | | |
| | TOTALS: | $476,439 | | $50,504 | $178,973 | | | $705,916 | 33% |

**The above plan was derived through a planning process by the Union County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2026-2027.**

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Signed by: John J. Kirkpatrick, IV D0C145463C844C9... 5/20/2026

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☑ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by Sherri Hill 5.14.26
Area Consultant Date

Reviewed by Tracy Irish 5/14/26
Program Assistant Date

Verified by _____
Designated State Office Staff Date

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/02/21

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# Juvenile Crime Prevention Council
# County Plan

# Union County

# For FY 2026-2027

**Table of Contents**

I. Executive Summary

II. County Funding Plan

III. Juvenile Crime Prevention Council Organization

IV. County Risk, Needs and YASI Assessment Summary

V. County Juvenile Crime Prevention Council Request for Proposals

VI. Funding Decisions Summary

VII. Funded Programs *Program Enhancement Plan* (PEP) or, add brief program description for any program without a PEP.

Attachments:

- Union County Funding Plan
- YASI Data
- Research Based Program Summary
- Union County RFP

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# Executive Summary

The Union County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated this County Plan for FY 2026-2027. In 2019, House Bill 593 passed which approved an optional 1 or 2-year funding cycle for DPS JCPC funds, which is determined locally by each JCPC statewide. Also included in the HB was Raise the Age in N.C. which directs 16 & 17 years old from District Court to Juvenile Court. In order to see any new possible trends in juvenile justice data (now serving 16 & 17 year old) and to plan programming in the community accordingly, the Union County JCPC approved a 1 year funding cycle. Data continues to be monitored by the JCPC annually, which provides direction to which funding cycle is most beneficial to the community and Council.

The JCPC has identified the issues and factors which have an influence and impact upon vulnerable youth, at-risk youth, delinquent youth, and their families in Union County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Monitoring and Evaluation: Each program funded in the past fiscal year by the JCPC has been monitored by the JCPC Monitoring Committee and programs were found in full compliance with DPS JCPC Policy and within the operating parameters of their budget and providing the services as described in their program agreement. The monitoring results and program outcome evaluations were considered in making funding allocation decisions. The JCPC will continue to conduct annual implementation monitoring of its funded programs.

Priorities for Funding: Through a review of risk & needs assessment data, the Youth Assessment Screening Inventory (YASI) data and a community resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Union County.

1. School Problem Behaviors
2. Juveniles who associate with other delinquent peers
3. Substance abuse
4. Parenting Skills
5. Mental Health
6. Reduction in juvenile recidivism
7. Gang involvement
8. Weapon possession

Funding Recommendations: Having advertised a Request for Proposals (RFP) for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public, Division of Juvenile Justice and Delinquency Prevention funds to the following programs in the amounts specified below for the upcoming fiscal year: (Also, see the Union County Funding Plan with this report.)

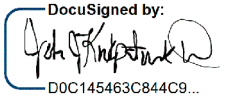
***If applicable, please note which programs were funded for two years.***

| | | |
|---|---|---|
| 1. | Life Connections of the Carolinas-DASH Counseling Services | $100,00 |
| 2. | Transforming Youth Movement, INC- Transforming Futures | $125,000 |
| 3. | Aspire Youth & Family, Inc-Kids At Work! Union | $75,312 |
| 4. | Union County-JCPC Administration | $9,502 |
| 5. | A.R.I.S.E- Union-Kre8ivu | $50,000 |
| 6. | The Connect Center | $45,835 |
| 7. | Transforming Youth Movement-Union County Teen Court Program | $40,790 |
| 8. | NCCDC Next Step Youth Program | $30,000 |

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The JCPC further recommends that the following amount be allocated for the administrative costs of the Council for fiscal year 26-27: $476,439.

Respectfully Submitted,

DocuSigned by:

D0C145463C844C9...

_____, Chair

Union County Juvenile Crime Prevention Council

Date: 6/1/2026

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# Union County

## NC DPS - Community Programs - County Funding Plan

Available Funds: $ **$476,439** Local Match: $ **$229,477** Rate: **30%**

**DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.**

| # | Program Provider | DPS-JCPC Funding | LOCAL FUNDING | | | OTHER | OTHER | Total | % Non DPS-JCPC Program Revenues |
|---|---|---|---|---|---|---|---|---|---|
| | | | County Cash Match | Local Cash Match | Local In-Kind | State/ Federal | Funds | | |
| 1 | Life Connections of the Carolinas-DASH Counseling Services | $100,000 | | | $31,689 | | | $131,689 | 24% |
| 2 | Transforming Youth Movement, INC- Transforming Futures | $125,000 | | | $40,000 | | | $165,000 | 24% |
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| | TOTALS: | $476,439 | | $50,504 | $178,973 | | | $705,916 | 33% |

**The above plan was derived through a planning process by the Union County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2026-2027.**

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Signed by: John J. Kirkpatrick, IV D0C145463C844C9... 5/20/2026

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☑ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by Sherri Hill 5.14.26
Area Consultant Date

Reviewed by Tracy Irish 5/14/26
Program Assistant Date

Verified by _____
Designated State Office Staff Date

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/02/21

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# Juvenile Crime Prevention Council Organization

| FY 26-27 | Name | Organization | Title |
|---|---|---|---|
| **Chairperson** | John Kirkpatrick IV | Rehoboth Church; Union County Public Schools | Reverend; Union County Board of Education Member |
| **Vice-Chairperson** | Jim Chaffin | Union County Parks & Recreation | Parks & Recreation Director |
| **Secretary** | N/A | N/A | N/A |
| **Treasurer** | Natasha Stovall | Court Counselor Supervisor | |
| **Risk & Needs Committee Chairperson** | Dr. Jay Jones | Union County Public Schools | Assistant Superintendent of School Support |
| **Funding Committee Chairperson** | Malisha Ross (Co-Chair); James Johnson Jr. (Co-Chair) | Partners Behavioral Health; N/A | Regional Director of Community Operations in Cabarrus, Stanly, & Union Counties; Member of the Community |

**Number of members for FY 26-27:** **24 (Average)**

List meeting dates during the **current fiscal year** and identify the number of JCPC members in attendance for each.

| Meeting Date | Number of Members in Attendance | Quorum Present? Yes/No |
|---|---|---|
| August 13, 2025 | 10 out of 16 | Yes |
| September 10, 2025 | 11 out of 23 | No |
| October 8, 2025 | 19 out of 23 | Yes |
| November 12, 2025 | 15 out of 23 | Yes |
| December 10, 2025 | 16 out of 24 | Yes |
| January 14, 2026 | 16 out of 24 | Yes |
| February 11, 2026 | 14 out of 24 | Yes |
| March 23, 2026 | 14 out of 24 | Yes |

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| | | |
|---|---|---|
| April 8, 2026 | 16 of 24 | Yes |
| May 13, 2026 | *15 of 24* | Yes |
| June 10, 2026 | *Pending* | *Pending* |
| *No July Meeting* | N/A | N/A |

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# JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2026-2027

## Membership

| | |
|---|---|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | Yes |
| B. Are members appointed for two-year terms and are those terms staggered? | Yes |
| C. Is membership reflective of social-economic and racial diversity of the community? | Yes |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | No |

If not, which positions are vacant and why?

The following Union County JCPC Board Member Terms are expected to expire on June 30, 2026. The notice regarding the upcoming Board Vacancies was posted on 4/6/2026. The board is currently working through the Membership Committee to address these vacancies. It has been confirmed that these positions have interested applicants including possible reappointments.

One (1) Representative from United Way/other nonprofit
One (1) Member of the Faith Community
One (1) Juvenile Defense Attorney
Two (2) County Commissioner Appointees
One (1) Parks & Recreation Representative

## Organization

| | |
|---|---|
| A. Does the JCPC have written Bylaws? | Yes |
| B. Bylaws are | On file |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | Yes |
| D. Does the JCPC have written policies and procedures for funding and review? | Yes |
| E. These policies and procedures | On file |
| F. Does the JCPC have officers and are they elected annually? | Yes |

## Meetings

| | |
|---|---|
| A. JCPC meetings are considered open and public notice of meetings is provided. | Yes |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes |
| C. Does the JCPC meet six (6) times a year at a minimum? | Yes |
| D. Are minutes taken at all official meetings? | Yes |
| E. Are minutes distributed prior to or during subsequent meetings? | Yes |

## Planning

| | |
|---|---|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | Yes |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | Yes |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | Yes |

## Public Awareness

| | |
|---|---|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve | Yes |

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children or their families and to other interested community members?

☑ RFP, Distribution List, and Advertisement attached

B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

**No Overdue Tax Debt**

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

The council is working through its Membership Committee to fill vacant/expiring seats on the council and will continue to address this in the new Fiscal Year until positions are filled. The Membership Committee is also working on better tracking JCPC members' staggered terms, and developing written procedures for appointing designee members and how to address multiple applicants for one position.

Areas of Opportunity:

- Additional clarity of written policies and procedures for funding and review, including reimbursement procedures.
- Improved timeliness of meeting minutes distribution.

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# JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Union County - FY 26-27

| Specified Members | Name | Title | Designee | Race | Gender |
|---|---|---|---|---|---|
| 1) School Superintendent or designee | Dr. Jay Jones | Assistant Superintendent of Student Support | ☑ | White | Male |
| 2) Chief of Police or designee | VACANT | | | | |
| 3) Local Sheriff or designee | Chris Black | SRO Sergeant | ☑ | White | Male |
| 4) District Attorney or designee | Ashley Kuly | Assistant DA | ☑ | White | Female |
| 5) Chief Court Counselor or designee | Phillip Speight | Chief Court Counselor | | White | Male |
| 6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee | Malisha Ross | MH/SU Care Management Supervisor | ☑ | Black or African-American | Female |
| 7) Director DSS or designee | Alisa Etter | Social Work Progam Manager | ☑ | White | Female |
| 8) County Manager or designee | Patrick Niland | Deputy County Manager | ☑ | White | Male |
| 9) Substance Abuse Professional | Rachel Patton | Substance Abuse Counselor | | White | Female |
| 10) Member of Faith Community | John J. Kirkpatrick IV | Reverend | | Black or African-American | Male |
| 11) County Commissioner | Gary Sides | Board of County Commissioner | ☑ | White | Male |
| 12) A Person Under the Age of 21 | Ethan Davis | Youth Representative | | Black or African-American | Male |
| 13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles | Lilly Patton | Youth Representative | | White | Female |
| 14) Juvenile Defense Attorney | Angela Watkins | Attorney | | White | Female |
| 15) Chief District Judge or designee | Anna Goodwin | Chief District Court Judge | ☑ | White | Female |
| 16) Member of Business Community | Kiala Davis | Business Owner | | Black or African-American | Female |
| 17) Local Health Director or designee | Traci Colley | Union County Public Health Director | ☑ | White | Female |
| 18) Rep. United Way/other non-profit | VACANT | | | | |
| 19) Representative/Parks and Rec | Jim Chaffin | Division Director | | White | Male |
| 20) County Commissioner appointee | Angie Horne | Court Counselor | | White | Female |
| 21) County Commissioner appointee | Bob Reichman | Community Member | | White | Male |
| 22) County Commissioner appointee | Daniel Hailey | School Resource Officer | | Black or African-American | Male |

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# JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

| Specified Members | Name | Title | Designee | Race | Gender |
|---|---|---|---|---|---|
| 23) County Commissioner appointee | James Johnson Jr. | At-Large | | Black or African-American | Male |
| 24) County Commissioner appointee | Kristopher Westover | Lieutenant, Monroe Police Department (MPD) | | White | Male |
| 25) County Commissioner appointee | Natasha Stovall | Court Counselor Supervisor | | Black or African-American | Female |
| 26) County Commissioner appointee | Teresa Holmes | Mental Health Professional | | Black or African-American | Female |

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# SUMMARY REPORT OF THE RISK AND NEEDS ASSESSMENT COMMITTEE


**I. Youth Assessment and Screening Instrument (YASI) Summary**
**II. Summary of Community Resources**
**III. Summary of Gaps and Barriers in the Community Continuum**
**IV. Proposed Priority Services for Funding**


Introduction:

Juvenile Court Services implemented the Youth Assessment and Screening Instrument (YASI) beginning January 1, 2021; the following data summary represents the first full fiscal year of implementation of the YASI.

In reviewing and prioritizing the elevated risk and needs extracted from this data set, one must consider the utilization of YASI:

1. As a predictor of future risk of offending; and
2. As a Case Management instrument for determining level of service and types of services necessary to reduce recidivism.

## Part I. Youth Assessment and Screening Instrument (Full YASI)

The Risk and Needs Assessment Committee reviewed aggregate data gleaned from YASI assessments administered in the county during the previous fiscal year. The full assessment consists of over 100 separate items useful for both predictive risk and case management, so data reported from this review will consist of county-level risk factors that may be prioritized by the JCPC for RFP development, as well as for highlighting prevalent issues among court involved juveniles that individual programs and community-based service organizations will want to consider when working with court-involved juveniles in the county.

All juveniles at intake receive the YASI Pre-Screen (33 questions) which is also embedded in each full assessment. The aggregate outputs from full YASI assessments are just one of the data sources used by the Committee and, are the focus of summaries that follow in this document.

YASI questions are framed in either a historic context (Legal History, for example), or in some cases, “current” or “prior three-months” timeframes for other, more dynamic, questions.

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## Elevated Risk and Needs:

**The Risk and Nees Committee met to review the YASI Data. The YASI Data includes the review of 291 juveniles for fiscal year 2024-2025. Union County YASI Data reported that 64% was Low Risk, 25% was Moderate Risk, and 11% was High Risk.**

Elevated factors relevant for Juvenile Justice program development in the county:

**SUMMARY COMMENTS:**

YASI assessment points of interest for Union County:

Legal History Domain

- Age at First Referral (Under 12): Union County 11% - State 9%

Family History Domain

- Living with Parent/Stepparent: Union County 84% - State 84%
- Living with Sibling, Relative, Other: Union County 73% - State 74%
- *Foster Care, Independent, Other: Union County 8% - State 9%
- Good/Some Supervision: Union COunty 93% - State 81%

School Domain

- Suspended: Union County 6% - State 3%
- Attends Regularly: Union County 79% - State 57%
- Not Applicable: Union County 9% - State 9%
- Police Filed by School: Union County 49% - State 22%
- One or More OSS: Union County 63% - State 61%
- Interested in Two+ Activities: Union County 10% - State 9%
- Involved in One Activity: Union County 14% - State 14%
- Interested but Not Involved in School Activities: Union County 38% - State 31%

Community & Peers Domain

- No Friends/No Consistent Friends: Union County 22% - State 15%

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- *Leads Anti-Social Peers: Union County 1% - State 2%

Alcohol/Drugs

- *Reported Alcohol/Drug Use: Union County 39% - State 40%
- Age Reported at First Use Under 12: Union County 17% - State 11%
- Age Reported at First Use 15+: Union County 12% - State 10%
- Previous Drug Treatment: Union County 58% - State 58%

Mental Health

- Current Medications: Union County 20% - State 18%
- Sexual Abuse History: Union County 6% - State 6%
- Victim of Bullying: Union County 15% - State 11%
- Physical Assault: Union County 14% - State 9%

Physical Health

- *No elevated risk factors.*

Aggression

- *No elevated risk factors; monitoring aggression categories.*

Employment & Free Time

- Never Employed: Union County 82% - State 78%
- One or More Unstructured Free Time: Union County 30% - State 26%

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## Part II. Summary of Community Resources

The following is a list of existing resources. It is not a measure of resource effectiveness and/or sustainability:

**JCPC Funded Programs 2026-2027**

Life Connections of the Carolinas-DASH Counseling Services
Transforming Youth Movement, INC- Transforming Futures
Aspire Youth & Family, Inc-Kids At Work! Union
Union County-JCPC Administration
A.R.I.S.E- Union-Kre8ivu
The Connect Center
Transforming Youth Movement-Union County Teen Court Program
NCCDC Next Step Youth Program

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# ADD CONTINUUM OF SERVICES – AT A GLANCE

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## Part III. Summary of Gaps and Barriers in the Continuum of Services

- **Transportation**: Transportation barriers for juvenile participating in programs.
- **Referrals**: Lack of program initiative to seek referrals outside of referrals from DJJ.
- **Funding**: Need for additional funding in county to potentially fund more programs.
- **Space:** Challenges with securing facilities or space to host current or additional sessions.
- **Awareness**: Lack of program initiative to seek community awareness of program and services.

## Part IV. Proposed Priority Services for Funding

**The Committee proposes that the following services in ranked order be approved as the funding priorities for FY 26-27:**

- Clinical or Psychological Evaluations
- Substance Abuse Treatment
- Teen Court
- Parent/Family Skill Building
- Mentoring
- Tutoring/Academic Enhancement Programs
- Restitution/Community Service
- Vocational Development
- Experiential Skill Building
- Interpersonal Skill Building
- Mediation/Conflict Resolution
- Juvenile Structured Day
- Home Based Counseling
- Individual/Family/Group Counseling
- Problem Sexual Behavior
- Assessment/Treatment
- Temporary Shelter Care
- Runway Shelter Care

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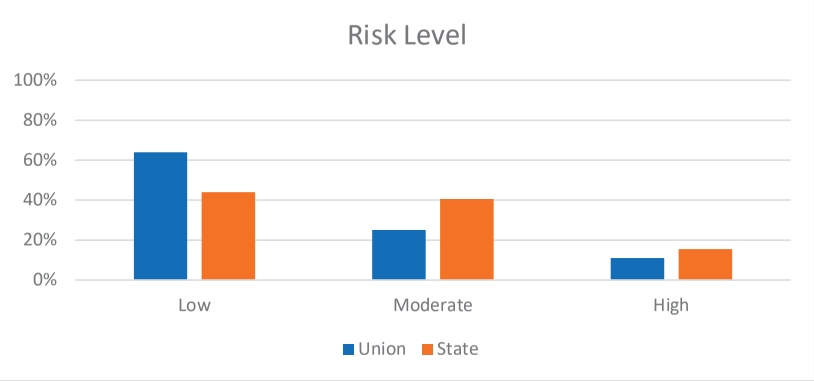
## YASI Full Assessment Data

291 **Assessed Juveniles**

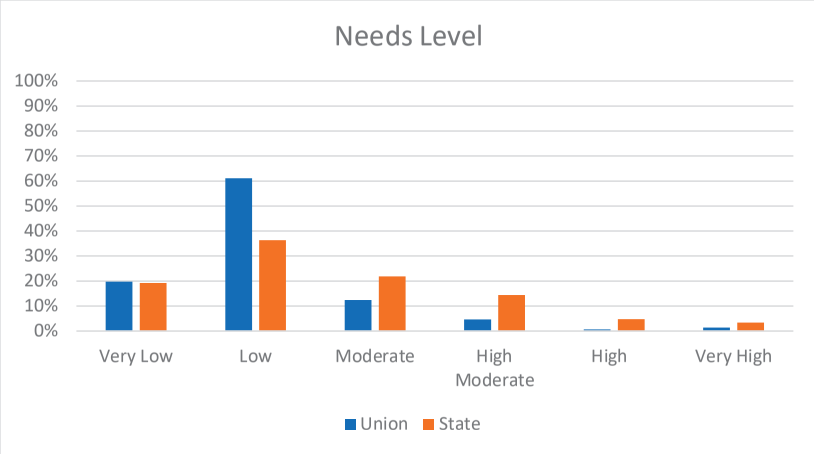
**Union** **County**

**RISK/NEEDS/STRENGTHS LEVEL**

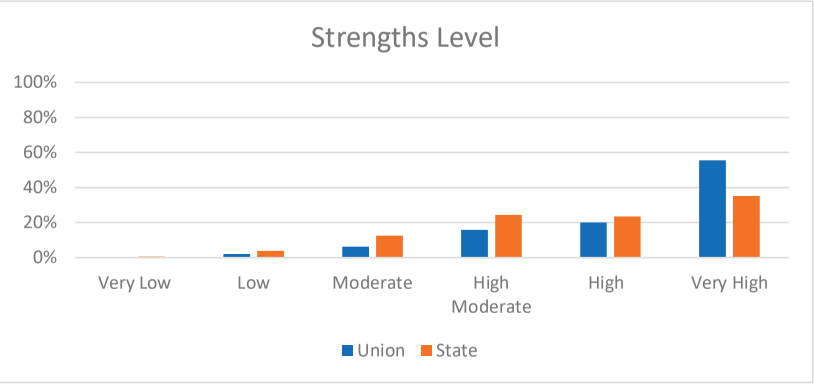
| Risk Level | Union | State |
|---|---|---|
| Low | 64% | 44% |
| Moderate | 25% | 41% |
| High | 11% | 15% |




| Needs Level | Union | State |
|---|---|---|
| Very Low | 20% | 19% |
| Low | 61% | 36% |
| Moderate | 12% | 22% |
| High Moderate | 5% | 14% |
| High | 1% | 5% |
| Very High | 1% | 3% |

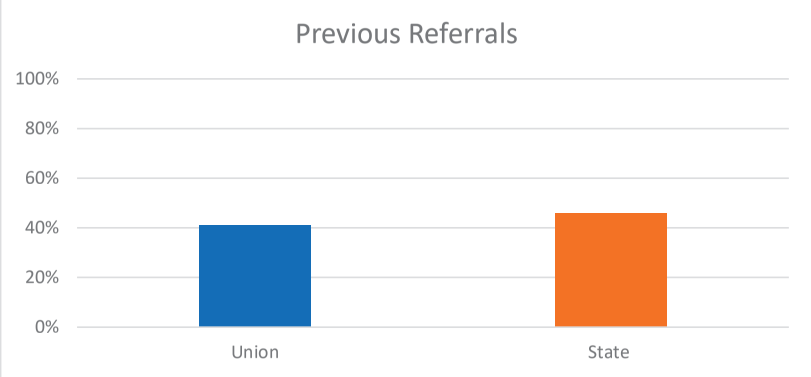



| Strengths Level | Union | State |
|---|---|---|
| Very Low | 0% | 1% |
| Low | 2% | 4% |
| Moderate | 6% | 13% |
| High Moderate | 16% | 24% |
| High | 20% | 23% |
| Very High | 56% | 35% |

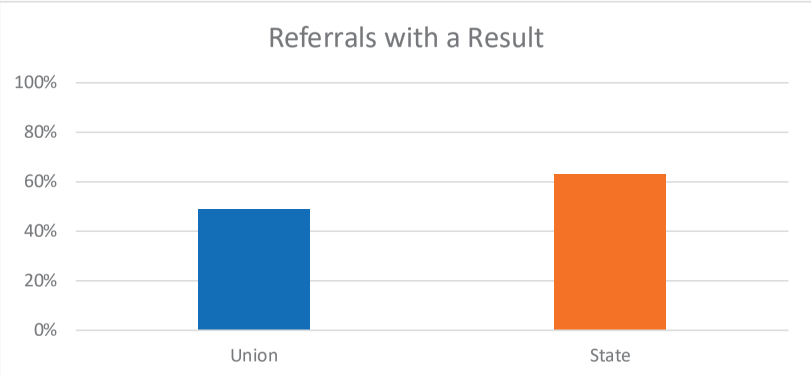


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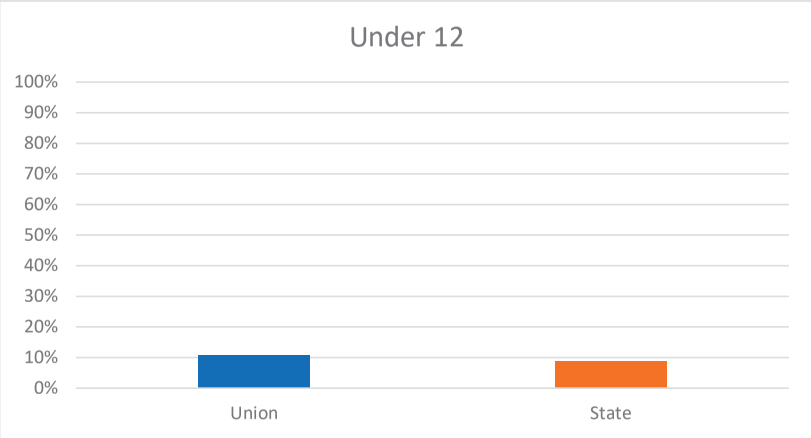
| LEGAL HISTORY | | |
|---|---|---|
| Q1 Previous Delinquent Referrals | **Union** | **State** |
| Previous Referrals | 41% | 46% |



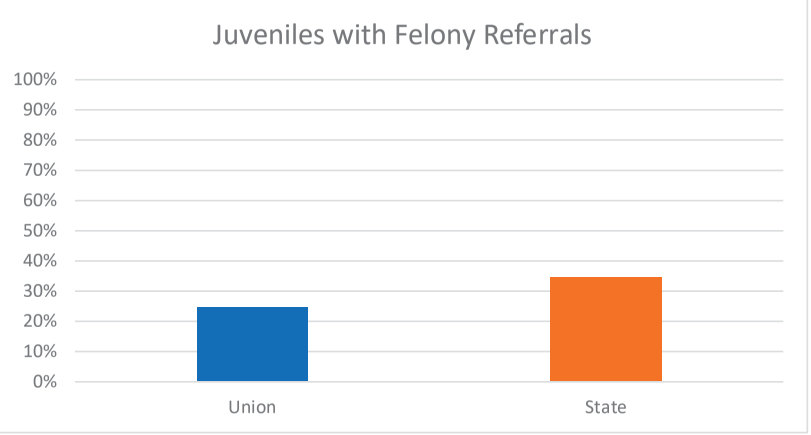

| Q3 Number of Referrals w Result | **Union** | **State** |
|---|---|---|
| Referrals with a Result | 49% | 63% |




| Q2 Age at First Referral | **Union** | **State** |
|---|---|---|
| Under 12 | 11% | 9% |

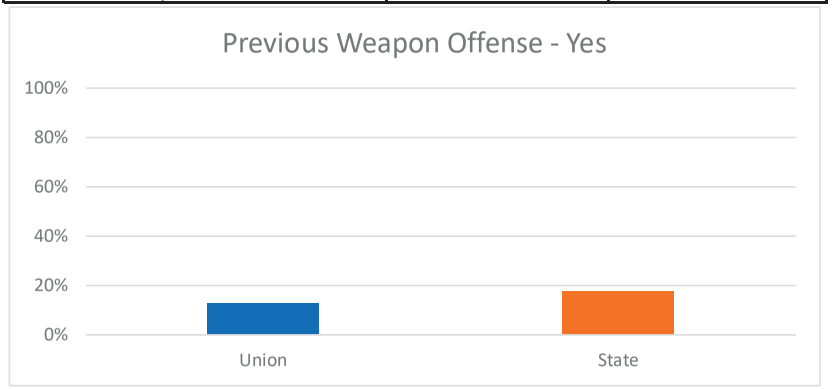



| Q4 Felony Referrals to DJJ | **Union** | **State** |
|---|---|---|
| Juveniles with Felony Referrals | 25% | 35% |

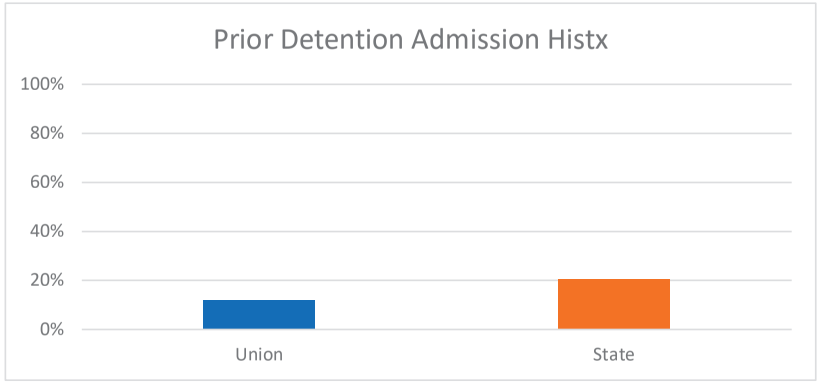


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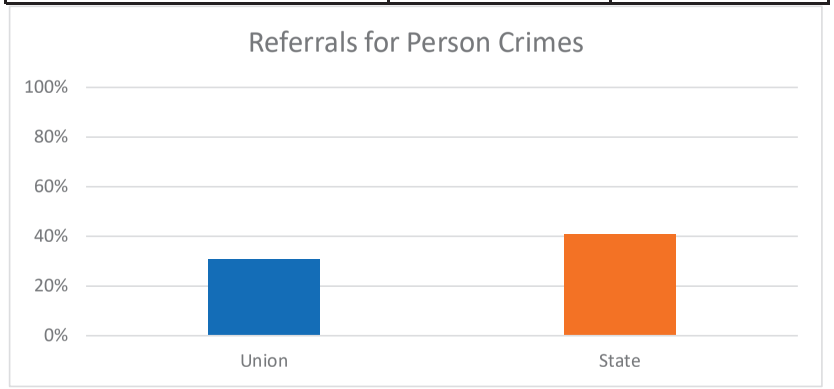
| Q6 Weapon Offenses - 1 or more | Union | State |
|---|---|---|
| Previous Weapon Offense - Yes | 13% | 18% |



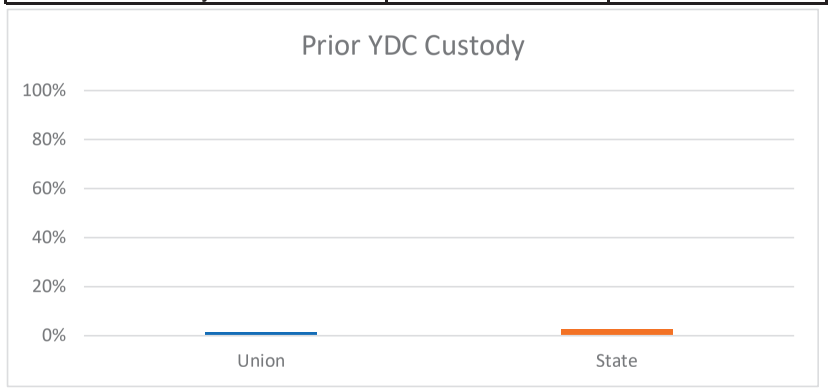

| Q10 Detention Admissions | Union | State |
|---|---|---|
| Prior Detention Admission Histx | 12% | 20% |




| Q7 Person Crimes | Union | State |
|---|---|---|
| Referrals for Person Crimes | 31% | 41% |

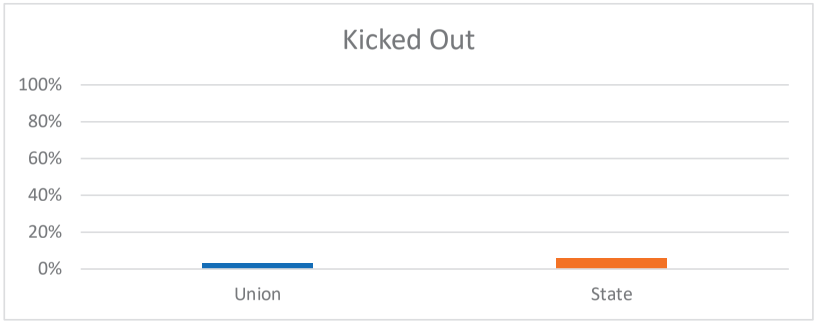



| Q11 YDC Placement | Union | State |
|---|---|---|
| Prior YDC Custody | 1% | 3% |

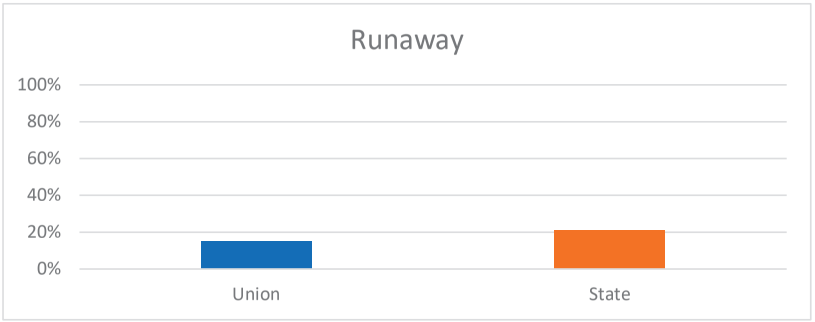


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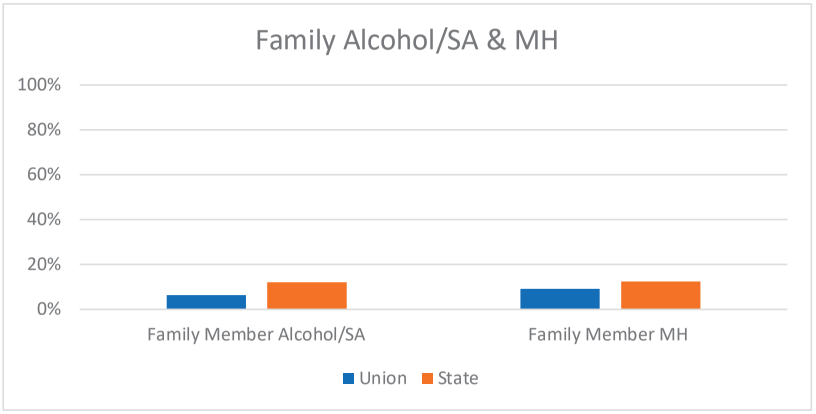
| FAMILY | | |
|---|---|---|
| Q1 Kicked Out | **Union** | **State** |
| Kicked Out | 3% | 6% |



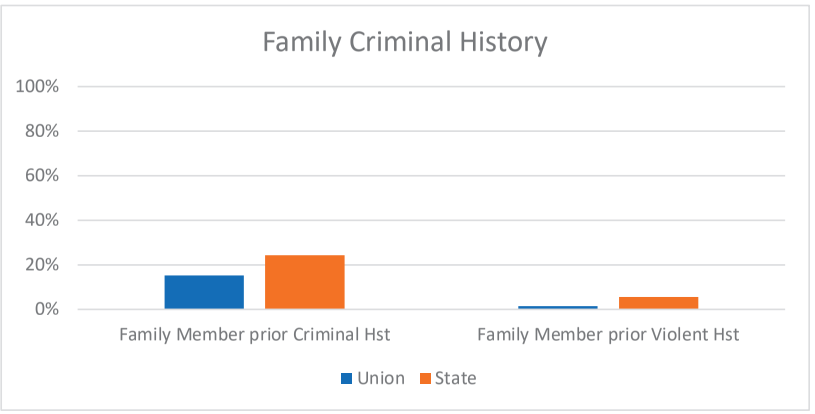

| Q1 Runaway | **Union** | **State** |
|---|---|---|
| Runaway | 15% | 21% |




| Q4 Family Alcohol/SA & MH | **Union** | **State** |
|---|---|---|
| Family Member Alcohol/SA | 6% | 12% |
| Family Member MH | 9% | 12% |

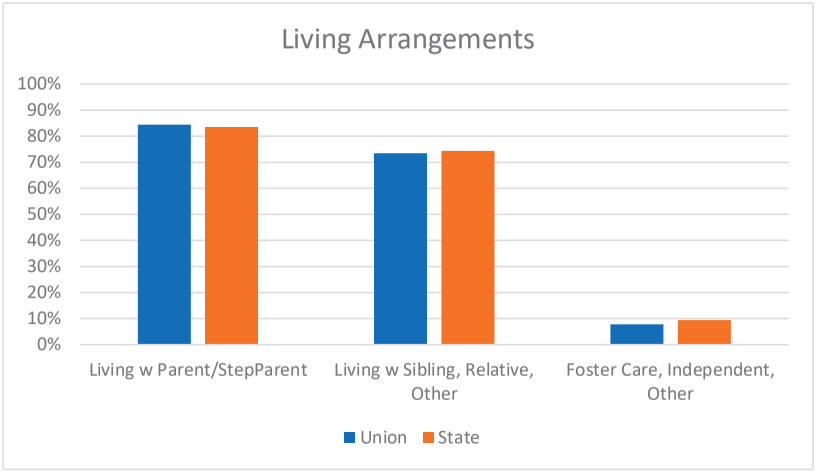



| Q4 Family Criminal History | **Union** | **State** |
|---|---|---|
| Family Member prior Criminal Hst | 15% | 24% |
| Family Member prior Violent Hst | 1% | 6% |

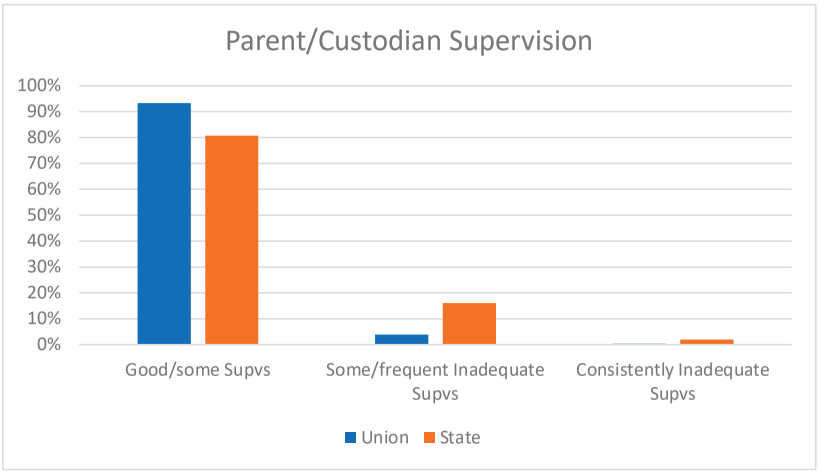


Docusign Envelope ID: A010FD3E-0469-85A8-8273-0505F878EF6A

| Q6 Living Arrangements | Union | State |
|---|---|---|
| Living w Parent/StepParent | 84% | 84% |
| Living w Sibling, Relative, Other | 73% | 74% |
| Foster Care, Independent, Other | 8% | 9% |

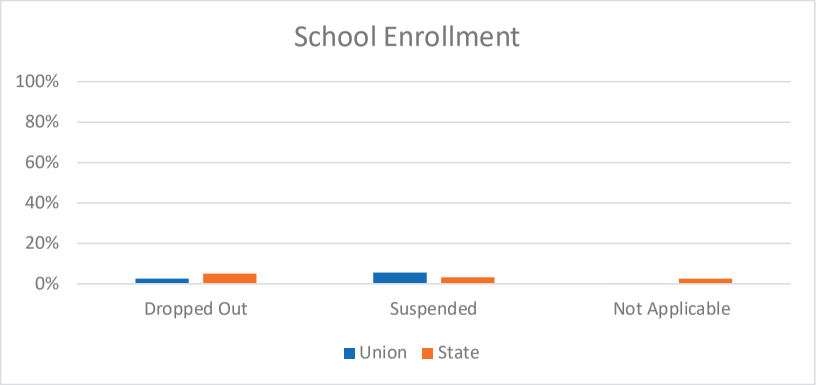



| Q7 Parent/Custodian Supervision | Union | State |
|---|---|---|
| Good/some Supvs | 93% | 81% |
| Some/frequent Inadequate Supvs | 4% | 16% |
| Consistently Inadequate Supvs | 0% | 2% |

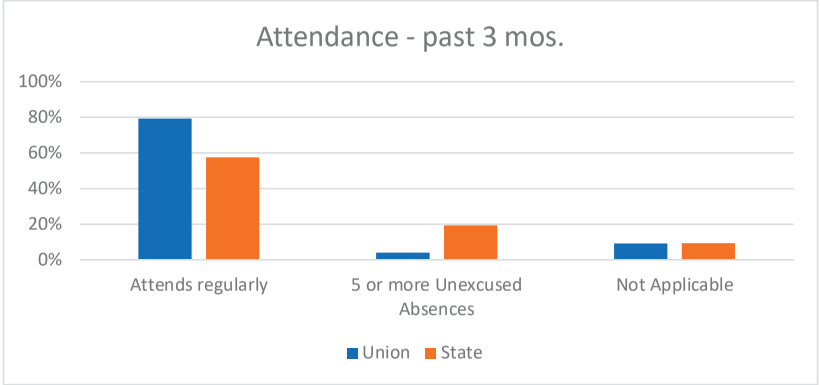



**SCHOOL**

| Q1 School Enrollment Status | Union | State |
|---|---|---|
| Dropped Out | 3% | 5% |
| Suspended | 6% | 3% |
| Not Applicable | 0% | 3% |

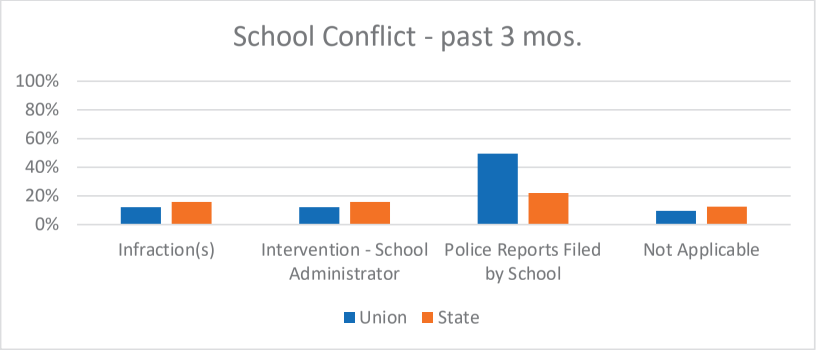



| Q2 Attendance - past 3 mos. | Union | State |
|---|---|---|
| Attends regularly | 79% | 57% |
| 5 or more Unexcused Absences | 4% | 19% |
| Not Applicable | 9% | 9% |

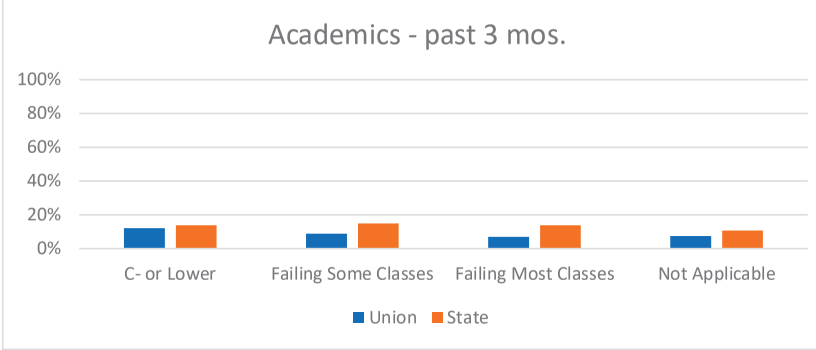


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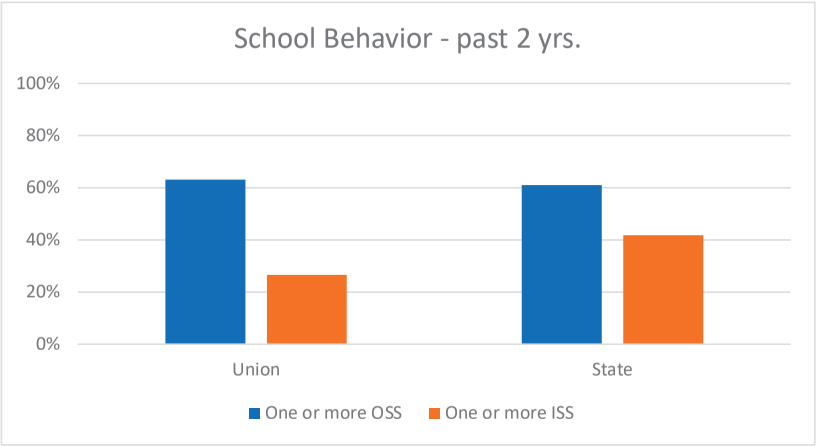
| Q3 School Conflict - past 3 mos. | Union | State |
|---|---|---|
| Infraction(s) | 12% | 16% |
| Intervention - School Administrator | 12% | 16% |
| Police Reports Filed by School | 49% | 22% |
| Not Applicable | 10% | 12% |



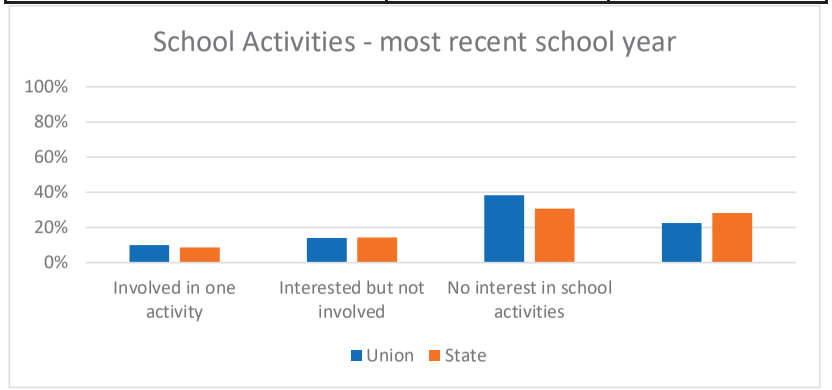

| Q4 Academics - past 3 mos. | Union | State |
|---|---|---|
| C- or Lower | 12% | 14% |
| Failing Some Classes | 9% | 15% |
| Failing Most Classes | 7% | 14% |
| Not Applicable | 7% | 11% |




| Q10 School Behavior - past 2 yrs. | Union | State |
|---|---|---|
| One or more OSS | 63% | 61% |
| One or more ISS | 27% | 42% |

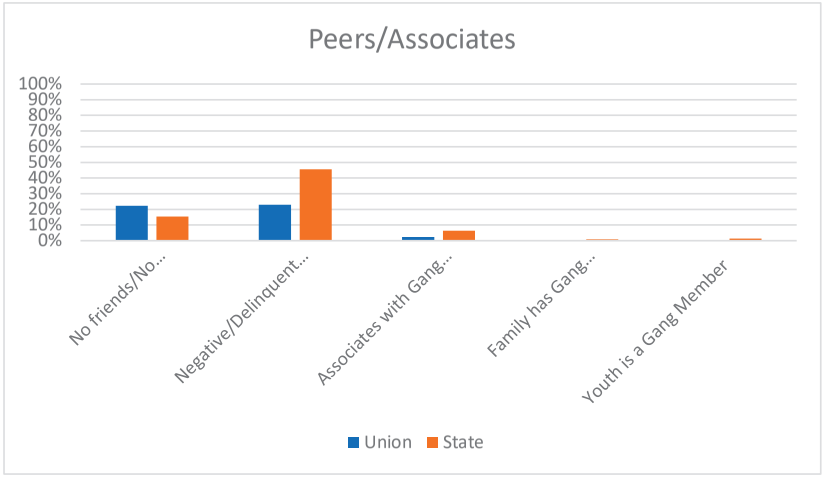



| Q12 School Activities - past 3 mos. | Union | State |
|---|---|---|
| Involved in two+ activities | 10% | 9% |
| Involved in one activity | 14% | 14% |
| Interested but not involved | 38% | 31% |
| No interest in school activities | 23% | 28% |

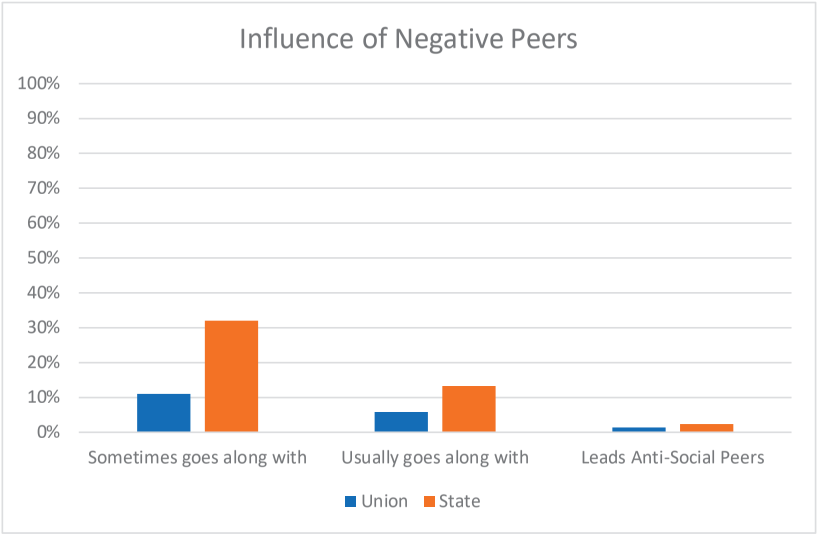


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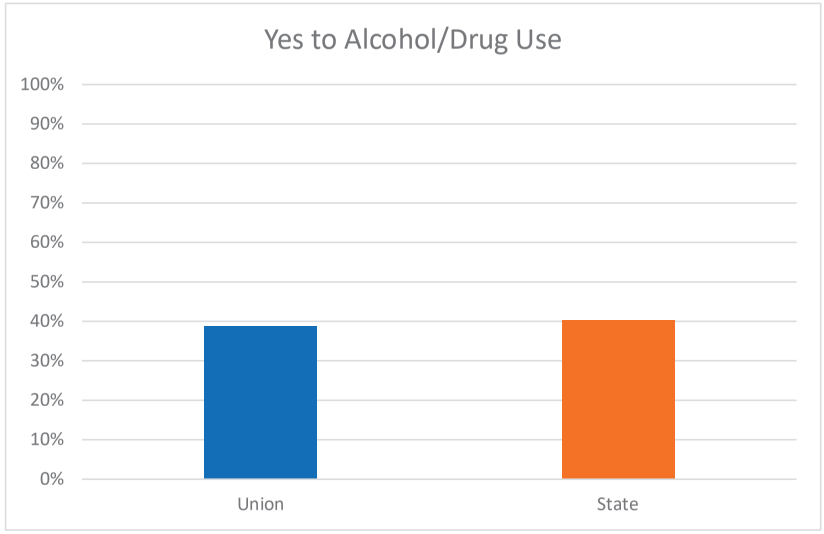
| COMMUNITY & PEERS | | |
|---|---|---|
| Q1 Peers/Associates | Union | State |
| No friends/No Consistent Friends | 22% | 15% |
| Negative/Delinquent Influence | 23% | 46% |
| Associates with Gang Members | 2% | 6% |
| Family has Gang Members | 0% | 1% |
| Youth is a Gang Member | 0% | 1% |



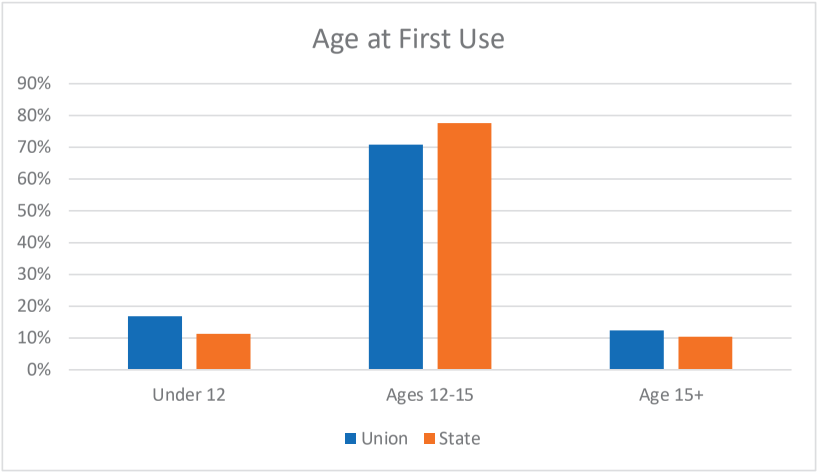

| Q6 Negative Peer Associations | Union | State |
|---|---|---|
| Sometimes goes along with | 11% | 32% |
| Usually goes along with | 6% | 13% |
| Leads Anti-Social Peers | 1% | 2% |




| ALCOHOL/DRUGS - Q1-Q3 dividing by Juveniles with "Yes" to Alcohol/Drugs | | |
|---|---|---|
| % Reporting Alcohol/Drug Use | Union | State |
| Yes to Alcohol/Drug Use | 39% | 40% |

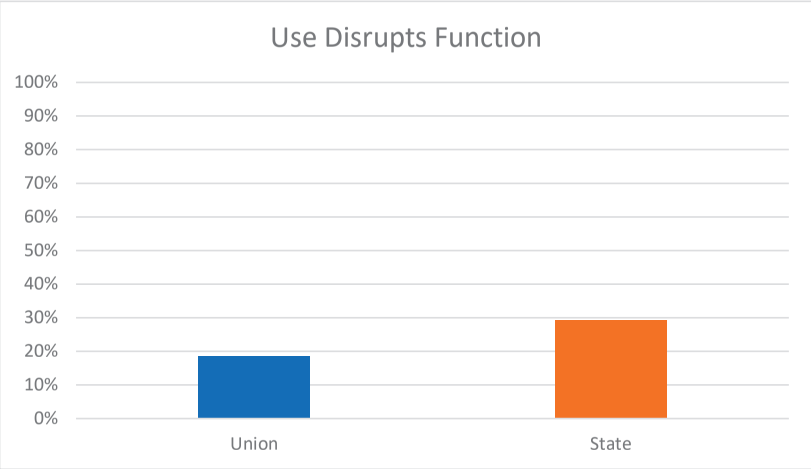



| Q1 Age at 1st Use | Union | State |
|---|---|---|
| Under 12 | 17% | 11% |
| Ages 12-15 | 71% | 78% |
| Age 15+ | 12% | 10% |

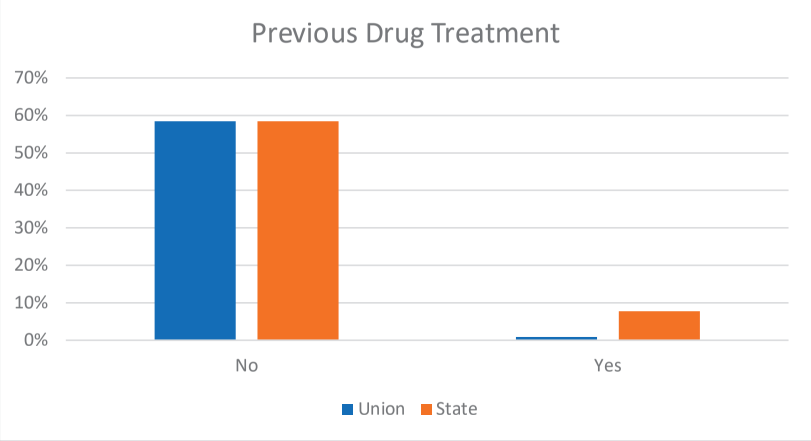


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| Q1 Alcohol/Drug Use | Union | State |
|---|---|---|
| Use Disrupts Function | 19% | 29% |

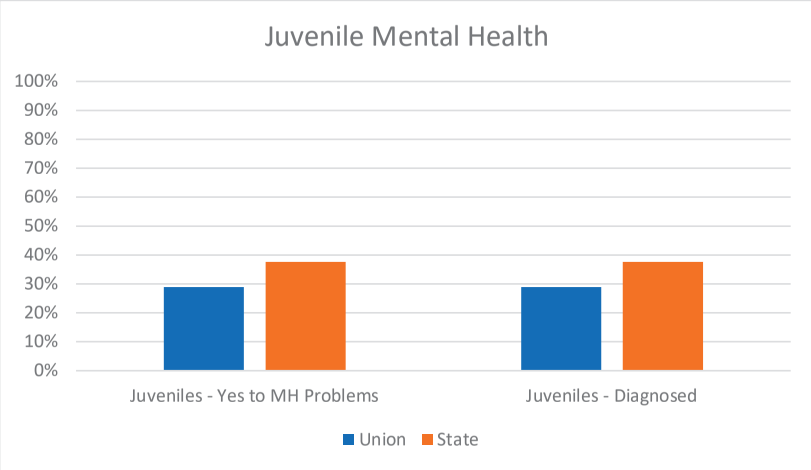



| Q3 Previous Alcohol/Drug Treatx | Union | State |
|---|---|---|
| No | 58% | 58% |
| Yes | 1% | 8% |

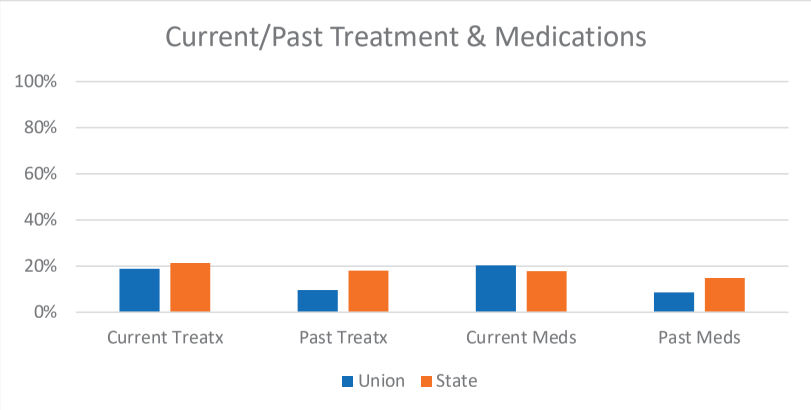



**MENTAL HEALTH**

| Juvenile-Mental Health Problems | Union | State |
|---|---|---|
| Juveniles - Yes to MH Problems | 29% | 38% |
| Juveniles - Diagnosed | 29% | 38% |

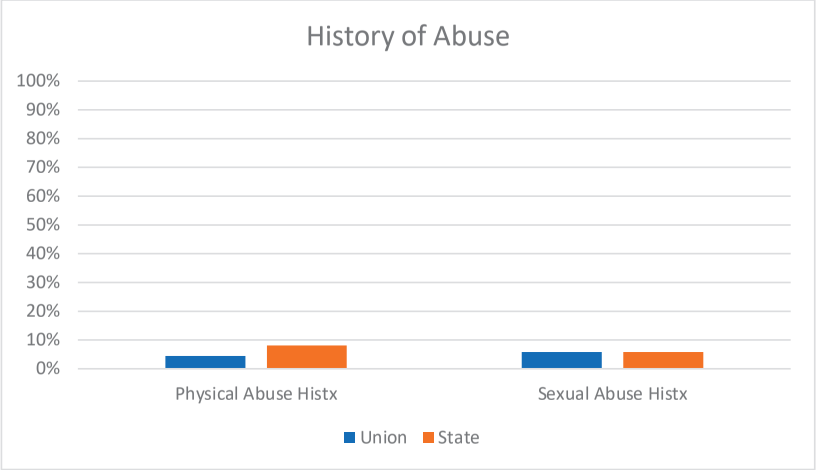



| Q1 Current/Past Treatx-Meds | Union | State |
|---|---|---|
| Current Treatx | 19% | 21% |
| Past Treatx | 10% | 18% |
| Current Meds | 20% | 18% |
| Past Meds | 9% | 15% |

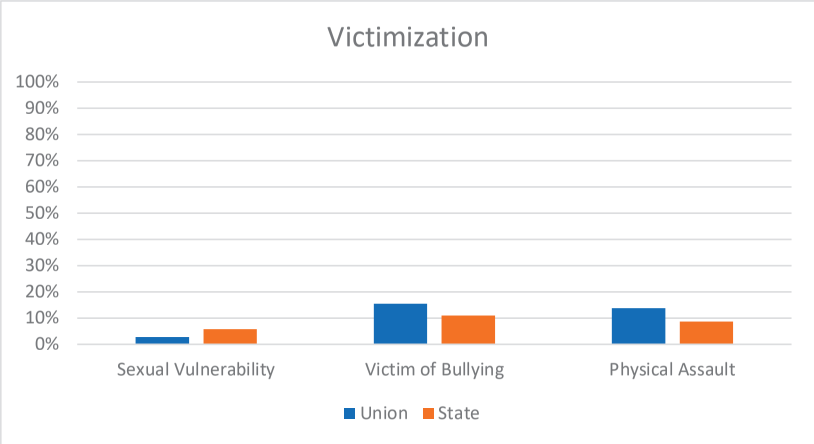


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| Q5 History of Abuse | Union | State |
|---|---|---|
| Physical Abuse Histx | 4% | 8% |
| Sexual Abuse Histx | 6% | 6% |

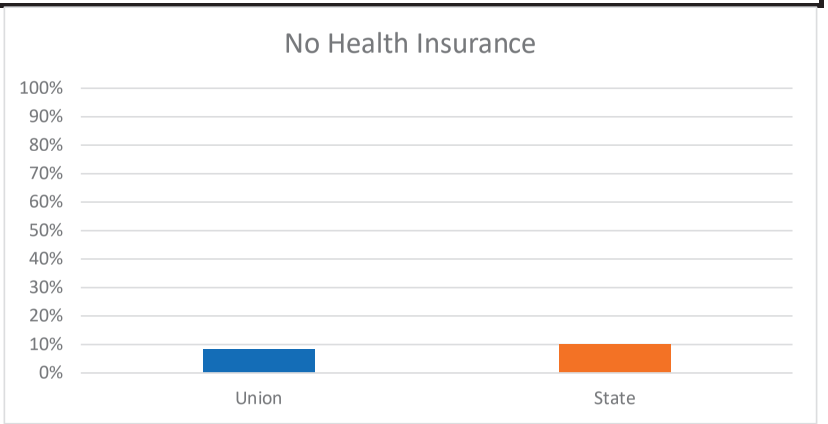



| Q6 Victimization History | Union | State |
|---|---|---|
| Sexual Vulnerability | 3% | 6% |
| Victim of Bullying | 15% | 11% |
| Physical Assault | 14% | 9% |



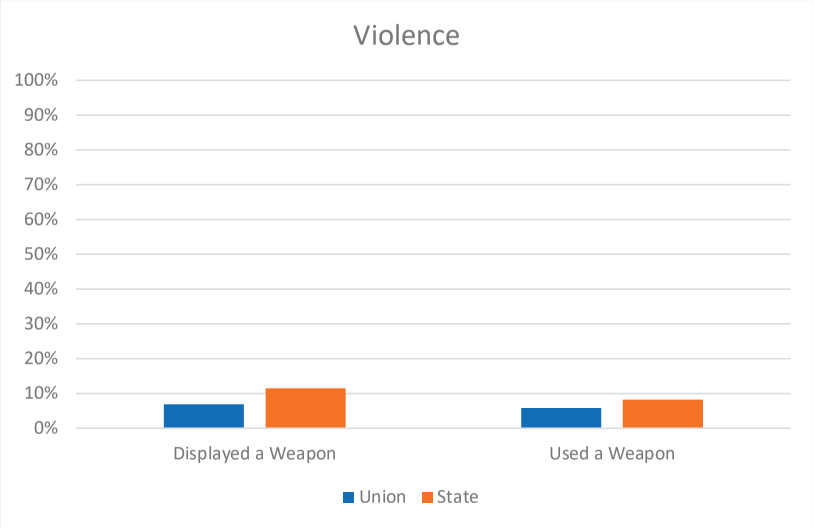

## PHYSICAL HEALTH

| Q2 Health Insurance | Union | State |
|---|---|---|
| No Health Insurance | 8% | 10% |

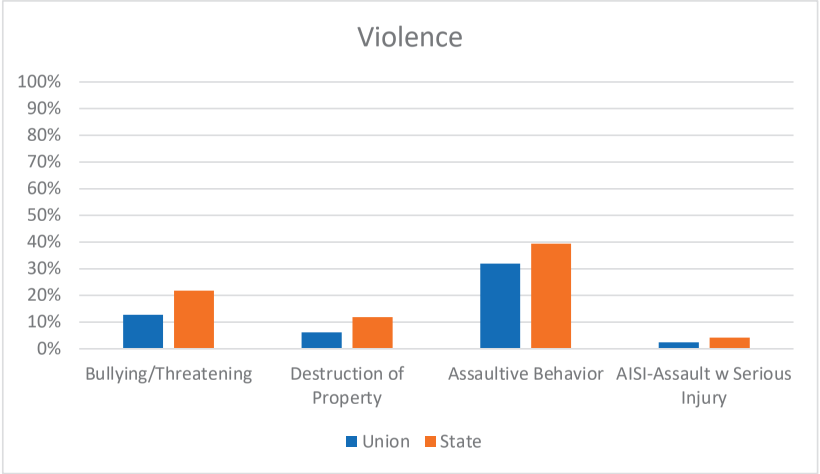


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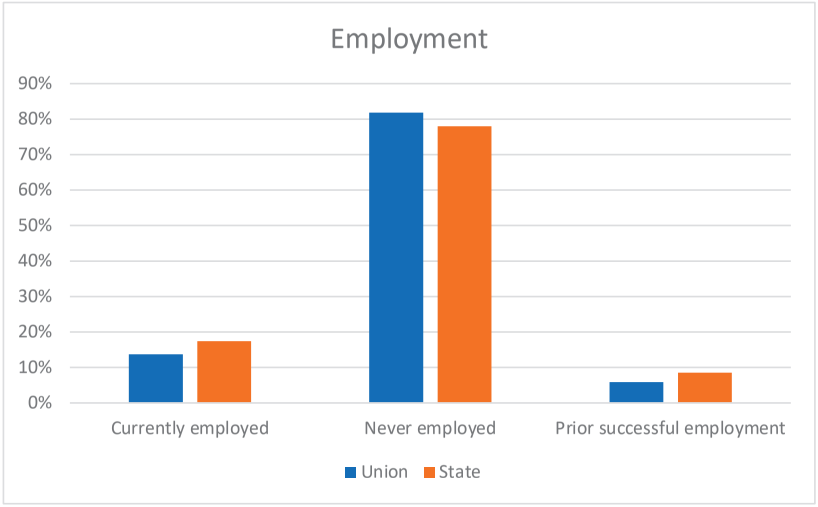
| AGGRESSION | | |
|---|---|---|
| Q1 Violence | **Union** | **State** |
| Displayed a Weapon | 7% | 11% |
| Used a Weapon | 6% | 8% |



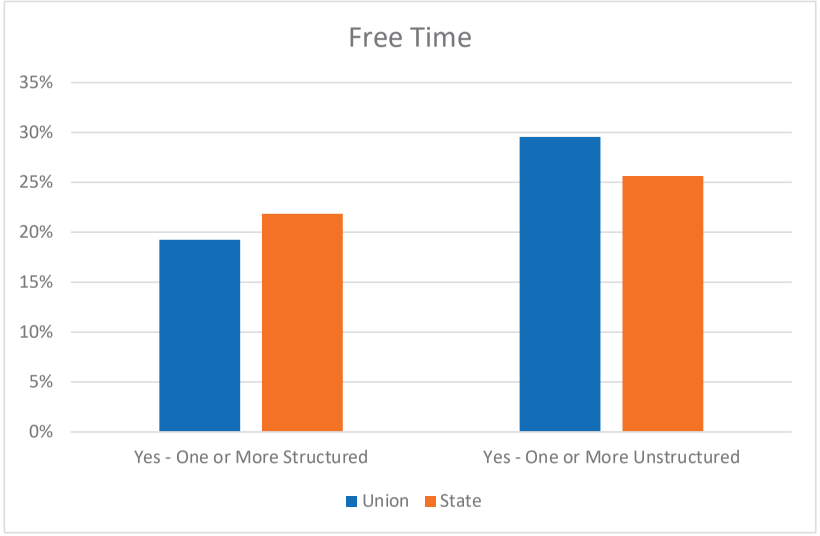

| Q1 Violence | **Union** | **State** |
|---|---|---|
| Bullying/Threatening | 13% | 22% |
| Destruction of Property | 6% | 12% |
| Assaultive Behavior | 32% | 39% |
| AISI-Assault w Serious Injury | 2% | 4% |




| EMPLOYMENT & FREE TIME | | |
|---|---|---|
| Q1 Employment History | **Union** | **State** |
| Currently employed | 14% | 17% |
| Never employed | 82% | 78% |
| Prior successful employment | 6% | 9% |




| Q5 & Q6 Free Time | **Union** | **State** |
|---|---|---|
| Yes - One or More Structured | 19% | 22% |
| Yes - One or More Unstructured | 30% | 26% |



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# Standardized Program Evaluation Protocol (SPEP) for Services to Juvenile Offenders©

Recalibrated Version, 2018

ADVISORY ADI

| | |
|---|---|
| County | **Union** |
| Total Number of Qualifying Terminations | **5** |
| Program Name | **A.R.I.S.E.** |
| Component Name | **A.R.I.S.E** |
| Date Range | **07/01/2024 - 06/30/2025** |
| SPEP Score Creation Time | **09/11/2025 03:48 PM** |

| | | Possible Points | Points Received |
|---|---|---|---|
| **SPEP Primary Service Points**<br>Group 1 - 5 Points Group 4 - 25 Points<br>Group 2 - 10 Points Group 5 - 30 Points<br>Group 3 - 15 Points | Vocational counseling<br>Group 1 Service | 30 | **5** |
| **SPEP Supplemental Service Points**<br>Program has a qualifying supplemental service: provided = 5 points/not provided = 0 points<br>No qualifying supplemental service – 5 automatic points | None | 5 | **0** |
| **Quality of Service Points** | | 20 | **17** |
| **Duration Points**<br>Percentage of youth with Target Weeks Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Weeks of Service met: 40% | 10 | **4** |
| **Contact Hours Points**<br>Percentage of youth with Target Hours Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Hours of Service met: 60% | 10 | **6** |
| **Risk Tier 1 Points**<br>Based on % of youth with risk scores 3-30<br>0% (0 pts) 75% (7 pts)<br>30% (2 pts) 85% (10 pts)<br>50% (5 pts) 95% (12 pts) | Risk Tier 1: 80% | 12 | **7** |
| **Risk Tier 2 Points**<br>Based on % of youth with risk scores 6-30<br>0% (0 pts) 25% (8 pts)<br>15% (3 pts) 30% (10 pts)<br>20% (5 pts) 35% (13 pts) | Risk Tier 2: 0% | 13 | **0** |
| **Total SPEP Score** | | 100 | **39** |
| **POP Score Percentage (Basic Score/Max Score by Group)** | | | **52%** |

*An **Advisory Score** is not a valid or DPS officially recognized SPEP score nor is it a reliable predictor of the SPEP score which may be produced when the required client sample size threshold is met. **Advisory Score** information must be interpreted with the technical assistance of the area consultant.*

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# Standardized Program Evaluation Protocol (SPEP) for Services to Juvenile Offenders©

Recalibrated version, 2013

| | |
|---|---|
| County | **Union** |
| Total Number of Qualifying Terminations | **18** |
| Program Name | **Kids At Work! Union** |
| Component Name | **Kids At Work** |
| Date Range | **07/01/2024 - 06/30/2025** |
| SPEP Score Creation Time | **09/11/2025 03:55 PM** |

| | | Possible Points | Points Receive |
|---|---|---|---|
| **SPEP Primary Service Points**<br>Group 1 - 5 Points Group 4 - 25 Points<br>Group 2 - 10 Points Group 5 - 30 Points<br>Group 3 - 15 Points | Social Skills Training<br>Group 3 Service | 30 | **15** |
| **SPEP Supplemental Service Points**<br>Program has a qualifying supplemental service: provided - 5 points/not provided - 0 points<br>No qualifying supplemental service – 5 automatic points | None | 5 | **5** |
| **Quality of Service Points** | | 20 | **19** |
| **Duration Points**<br>Percentage of youth with Target Weeks Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Weeks of Service met: 83% | 10 | **8** |
| **Contact Hours Points**<br>Percentage of youth with Target Hours Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Hours of Service met: 44% | 10 | **4** |
| **Risk Tier 1 Points**<br>Based on % of youth with risk scores 3-30<br>0% (0 pts) 75% (7 pts)<br>30% (2 pts) 85% (10 pts)<br>50% (5 pts) 95% (12 pts) | Risk Tier 1: 55% | 12 | **5** |
| **Risk Tier 2 Points**<br>Based on % of youth with risk scores 6-30<br>0% (0 pts) 25% (8 pts)<br>15% (3 pts) 30% (10 pts)<br>20% (5 pts) 35% (13 pts) | Risk Tier 2: 27% | 13 | **8** |
| **Total SPEP Score** | | 100 | **64** |
| **POP Score Percentage (Basic Score/Max Score by Group)** | | 85 | **75%** |

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# Standardized Program Evaluation Protocol (SPEP) for Services to Juvenile Offenders©

Recalibrated version, 2013

| | |
|---|---|
| County | **Union** |
| Total Number of Qualifying Terminations | **18** |
| Program Name | **Kids At Work! Union** |
| Component Name | **Kids At Work** |
| Date Range | **07/01/2024 - 06/30/2025** |
| SPEP Score Creation Time | **09/11/2025 03:55 PM** |

| | | Possible Points | Points Receive |
|---|---|---|---|
| **SPEP Primary Service Points**<br>Group 1 - 5 Points Group 4 - 25 Points<br>Group 2 - 10 Points Group 5 - 30 Points<br>Group 3 - 15 Points | Social Skills Training<br>Group 3 Service | 30 | **15** |
| **SPEP Supplemental Service Points**<br>Program has a qualifying supplemental service: provided - 5 points/not provided - 0 points<br>No qualifying supplemental service – 5 automatic points | None | 5 | **5** |
| **Quality of Service Points** | | 20 | **19** |
| **Duration Points**<br>Percentage of youth with Target Weeks Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Weeks of Service met: 83% | 10 | **8** |
| **Contact Hours Points**<br>Percentage of youth with Target Hours Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Hours of Service met: 44% | 10 | **4** |
| **Risk Tier 1 Points**<br>Based on % of youth with risk scores 3-30<br>0% (0 pts) 75% (7 pts)<br>30% (2 pts) 85% (10 pts)<br>50% (5 pts) 95% (12 pts) | Risk Tier 1: 55% | 12 | **5** |
| **Risk Tier 2 Points**<br>Based on % of youth with risk scores 6-30<br>0% (0 pts) 25% (8 pts)<br>15% (3 pts) 30% (10 pts)<br>20% (5 pts) 35% (13 pts) | Risk Tier 2: 27% | 13 | **8** |
| **Total SPEP Score** | | 100 | **64** |
| **POP Score Percentage (Basic Score/Max Score by Group)** | | 85 | **75%** |

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# Standardized Program Evaluation Protocol (SPEP) for Services to Juvenile Offenders©

Recalibrated Version, 2018

ADVISORY ADI

| | |
|---|---|
| County | **Union** |
| Total Number of Qualifying Terminations | **7** |
| Program Name | **Parenting Support** |
| Component Name | **Parenting Support** |
| Date Range | **07/01/2024 - 06/30/2025** |
| SPEP Score Creation Time | **09/11/2025 04:00 PM** |

| | | Possible Points | Points Received |
|---|---|---|---|
| **SPEP Primary Service Points**<br>Group 1 - 5 Points Group 4 - 25 Points<br>Group 2 - 10 Points Group 5 - 30 Points<br>Group 3 - 15 Points | Social Skills Training<br>Group 3 Service | 30 | **15** |
| **SPEP Supplemental Service Points**<br>Program has a qualifying supplemental service: provided = 5 points/not provided = 0 points<br>No qualifying supplemental service – 5 automatic points | None | 5 | **5** |
| **Quality of Service Points** | | 20 | **7** |
| **Duration Points**<br>Percentage of youth with Target Weeks Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Weeks of Service met: 85% | 10 | **8** |
| **Contact Hours Points**<br>Percentage of youth with Target Hours Met<br>0% (0 pts) 60% (6 pts)<br>20% (2 pts) 80% (8 pts)<br>40% (4 pts) 90% (10 pts) | Target Hours of Service met: 14% | 10 | **0** |
| **Risk Tier 1 Points**<br>Based on % of youth with risk scores 3-30<br>0% (0 pts) 75% (7 pts)<br>30% (2 pts) 85% (10 pts)<br>50% (5 pts) 95% (12 pts) | Risk Tier 1: 100% | 12 | **12** |
| **Risk Tier 2 Points**<br>Based on % of youth with risk scores 6-30<br>0% (0 pts) 25% (8 pts)<br>15% (3 pts) 30% (10 pts)<br>20% (5 pts) 35% (13 pts) | Risk Tier 2: 71% | 13 | **13** |
| **Total SPEP Score** | | 100 | **60** |
| **POP Score Percentage (Basic Score/Max Score by Group)** | | 60 | **71%** |

*An **Advisory Score** is not a valid or DPS officially recognized SPEP score nor is it a reliable predictor of the SPEP score which may be produced when the required client sample size threshold is met. **Advisory Score** information must be interpreted with the technical assistance of the area consultant.*

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| 476,439 | 30% | January 10, 2025 |
|---|---|---|
| Anticipated Annual Allocation | Required Local Match Rate | Date Advertised |

# Union County Juvenile Crime Prevention Council
## Request for Proposals

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety Juvenile Justice and Delinquency Prevention in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2025-2026 beginning on, or after, July 1, 2025. The use of these funds in this county require a local match in the amount specified above. The county can approve programs for 1 year funding awards, dependent on county approval and programs meeting all requirements.

**Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:**

| | | |
|---|---|---|
| Clinical or Psychological Evaluations | Restitution/Community Service | Home Based Counseling |
| Substance Abuse Treatment | Vocational Development | Individual/Family/Group Counseling |
| Teen Court | Experiential Skill Building | Problem Sexual Behavior |
| Parent/Family Skill Building | Interpersonal Skill Building | Assessment/Treatment |
| Mentoring | Mediation/Conflict Resolution | Temporary Shelter Care |
| Tutoring/Academic Enhancement Programs | Juvenile Structured Day | Runway Shelter Care |

**Proposed program services should target the following risk factors for delinquency or repeat delinquency**:
*School Problem Behaviors
*Juveniles who associate with other delinquent peers
*Substance abuse
*Parenting Skills
*Mental Health
*Reduction in juvenile recidivism
*Gang involvement
* Weapon possession

**Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YASI) for adjudicated youth**:

Peer Domain: Union County Youth have no friends/ no consistent friends.

Individual Domain: Youth have felony referrals, have first referral under the age of 12, prior detention history, alcohol/ drug use and history of physical assault, have displayed a weapon.

Family Domain: Youth involved with the juvenile justice system have run away from home or been kicked out, living with sibling other than a parent, youth who have a family member that is involved with a gang.

School Domain: Union County Youth have dropped out, failing some classes, out of school suspension, negative school behavior, not involved in structured activities.

**Applicants are being sought that are able to address items below:**
1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
6. Programs are encouraged to provide effective programming that includes restorative justice practices.

**Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding.**

In order to apply for FY 2025-2026 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at: https://cp.ncdjjdp.org/CP
Additional self-help videos on the NC ALLIES webpage are available by clicking on the HELP tab.
Private non-profits are also required to submit, by uploading in NC ALLIES, the following:
1) No Over Due Tax form, 2) DPS Conflict of Interest Statement,
3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link.)

| **John Kirkpatrick** | **(910) 334-6863** |
|---|---|
| JCPC Chairperson / or Designee | Telephone # |

For further information or other technical assistance about applying for JCPC funds in this county contact:

**Sherri Hill** , DPS Area Consultant at **704-754-8218**.

**The deadline for receiving the application: February 10, 2025 5:00pm**

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# Juvenile Crime Prevention Council Funding Decisions Summary

| **Funding Decision for:** | **FY** 26-27 | Date Completed: | |
|---|---|---|---|
| **Program(s) Funded** | **Select 1-year or 2-year funding and reason(s) for Funding** | | **(Check all that apply)** |

| | |
|---|---|
| Life Connections of the Carolinas - DASH | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br>☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☒ Addresses gang participation<br>☐ Would increase funding to this service if funds were available ☐ Other Other |
| Transforming Youth Movement, INC - Transforming Futures | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br>☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☐ Addresses gang participation<br>☐ Would increase funding to this service if funds were available ☐ Other Other |
| Transforming Youth Movement-Union County Teen Court Program | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br>☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☐ Addresses gang participation<br>☐ Would increase funding to this service if funds were available ☐ Other Other |
| Aspire Youth & Family, Inc-Kids At Work! Union | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☒ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br>☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation<br>☐ Would increase funding to this service if funds were available ☐ Other Other |

November 2, 2020

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# Juvenile Crime Prevention Council Funding Decisions Summary

| | |
|---|---|
| A.R.I.S.E- Union-Kre8ivu | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br><br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br><br>☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other |
| The Connect Center | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br><br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br><br>☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other |
| NCCDC Next Step Youth Program | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br><br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br><br>☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other |
| Union County JCPC Administration | ☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY<br><br>**Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:<br>☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)<br><br>☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☒ Other Other |

November 2, 2020

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# Juvenile Crime Prevention Council Funding Decisions Summary

| Program Not Funded | Reason for Not Funding (Check all that apply) |
|---|---|
| StudentNest Academic Bridge Program | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☒ Other CA based organization; No UC connection |
| Youth Advocate Mentorship (YAM)- Growing with Trust | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☒ Other Did not meet RFP upload requirements |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |
| | ☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other |

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# Program Enhancement Plan (PEP)

| | |
|---|---|
| **Program/Component:** | Kids at Work! |
| **Brief Description:** | Kids At Work is an interpersonal skills development program based around the culinary arts. Youth are a part of the program for 16 weeks and meet for three hours once a week for instruction. The curriculum consists of 24 hands-on lessons that are designed to meet the clients unique learning styles and help them apply the skills in a work environment. Youth ages 15+ also receive training in food safety via ServSafe in order to gain certification and an edge in employment. |

| Category | SPEP Score | Enhancement Opportunity | Action Steps | Responsible Party | **Progress Report**: Describe progress made, include date, what has been completed, in process or no progress |
|---|---|---|---|---|---|
| **Primary Service** | 15 | | | | |
| **Qualifying Supplemental Service** | 5 | | | | |
| **Quality of Service Delivery** | 19 | Staff Evaluation | 1. Write a Staff Evaluation and Development Plan; 2. Revise the evaluation forms for all staff positions; 3. Assign supervisors to complete each staff evaluations; 4. Schedule all staff evaluations to occur by 1/15/26; 6. Complete evaluations with staff; 7. Write a Staff Development Plan incorporating areas for improvement/development for each staff; 8. Establish a follow up procedure on set goals/areas for improvement. | District Leader Program Manager | Management team met to discuss staff evaluation elements and targeted areas for improvement. All staff evaluations have been assigned to the appropriate manager. |
| **Amount of Service: Duration and Contact Hours** | 12 | | | | |
| **Risk Level of Youth** | 13 | | | | |
| **Total SPEP Score** | 64 | | | | |
| **POP** | 75% | | | | |

**This Plan is approved by:** Kimberly Castano 10/17/25

**Program Manager Signature** **Date** **JCPC Chair Signature** **Date**

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| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 46952 | **NAME OF COMPONENT:** Clinical Assessments and Treatment<br>**BRIEF DESCRIPTION:** In partnership with Healing Pathways Foundations, DASH Counseling Services supports Union County's at-risk youth by addressing the impact of Adverse Childhood Experiences. Through specialized clinical assessments and trauma-informed care, we identify mental health and substance use needs to help reduce recidivism and build healthier, more resilient lives. |

| COMPONENT ID # | COMPONENT INFORMATION |
|---|---|
| 46953 | **NAME OF COMPONENT:** D-A-S-H Substance Abuse Services<br>**BRIEF DESCRIPTION:** In partnership with Healing Pathways Foundations, DASH Counseling Services supports Union County's at-risk youth by addressing the impact of Adverse Childhood Experiences. Through specialized clinical assessments and trauma-informed care, we identify mental health and substance use needs to help reduce recidivism and build healthier, more resilient lives. |

| COMPONENT ID # | COMPONENT INFORMATION |
|---|---|
| 46955 | **NAME OF COMPONENT:** Comprehensive Mental Health Counseling Services<br>**BRIEF DESCRIPTION:** In partnership with Healing Pathways Foundations, DASH Counseling Services supports Union County's at-risk youth by addressing the impact of Adverse Childhood Experiences. Through specialized clinical assessments and trauma-informed care, we identify mental health and substance use needs to help reduce recidivism and build healthier, more resilient lives. |

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| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 46674 | **NAME OF COMPONENT:** Transforming Futures Community Service<br>**BRIEF DESCRIPTION:** Transforming Futures Community Service provides justice-involved youth ages 10-17 with structured, interest-based opportunities that promote accountability and skill development. Participants earn money toward victim restitution while engaging in meaningful service projects. Grounded in a trauma-informed approach, the program fosters responsibility, reduces recidivism, and helps youth build positive connections within their communities. |

| COMPONENT ID # | COMPONENT INFORMATION |
|---|---|
| 46675 | **NAME OF COMPONENT:** Transforming Futures Career Exploration<br>**BRIEF DESCRIPTION:** Transforming Futures Career Exploration empowers justice-involved youth ages 15-17 with the skills and experiences needed for success through immersive Extended Reality Career Simulations Trainings, hands-on learning, and soft skills development. The participants explore career pathways in a real-world context. The program culminates with a business pitch competition and a graduation where youth earn a stipend for successfully completing the 100-hour program. |

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| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 46676 | **NAME OF COMPONENT:** Union County Teen Court Program<br>**BRIEF DESCRIPTION:** Union County Teen Court is a restorative justice program that diverts youth from formal court proceedings. Participants take accountability through peer jury hearings and complete constructive sanctions that promote personal responsibility. This process provides a second chance while reinforcing positive decision-making and community engagement. |

Docusign Envelope ID: A010FD3E-0469-85A8-8273-0505F878EF6A

| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 46857 | **NAME OF COMPONENT:** Kids At Work<br>**BRIEF DESCRIPTION:** Kids At Work is an interpersonal skills development program based around the culinary arts. Youth are a part of the program for 16 weeks and meet for three hours once a week for instruction. The curriculum consists of 24 hands-on lessons that are designed to meet the clients unique learning styles and help them apply the skills in a work environment. Youth ages 15-17 receive ServSafe food safety training and certification exam, making them more marketable for employment. |

Docusign Envelope ID: A010FD3E-0469-85A8-8273-0505F878EF6A

| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 46654 | **NAME OF COMPONENT:** A.R.I.S.E<br>**BRIEF DESCRIPTION:** A.R.I.S.E. (Arts Related Innovative Student Empowerment) provides at-risk youth with creative outlets and career training opportunities through its Cinematography and Music /Audio Production programs. At-risk youth ranging in ages 13-17 yrs., will create and develop skills building confidence, and teamwork, in music composition, sound design, and audio editing through projects. The program offers optimism by instilling a sense of purpose, entrepreneurship, and new possibilities for the future. |

Docusign Envelope ID: A010FD3E-0469-85A8-8273-0505F878EF6A

| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 47027 | **NAME OF COMPONENT:** The Connect Scholars<br>**BRIEF DESCRIPTION:** The Connect Scholars Program is a comprehensive non-profit program designed to educate and bridge the gap for at risk students. Aims to foster and mentor academic success and career readiness by providing comprehensive support services (awareness, prevention, and intervention) for middle and high school students (ages 11-18). The Connect Scholar's program prioritizes first-generation college-bound students and those who lack access to critical resources due to systemic inequities. |

Docusign Envelope ID: A010FD3E-0469-85A8-8273-0505F878EF6A

| SECTION I B: PROGRAM COMPONENT DESCRIPTION | |
|---|---|
| **COMPONENT ID #** | **COMPONENT INFORMATION** |
| 47528 | **NAME OF COMPONENT:** Next Step Youth Program<br>**BRIEF DESCRIPTION:** Providing individualized and small-group academic instruction to address learning gaps and reinforce classroom standards. Deliver tutoring and enrichment activities that support literacy, math, and critical thinking skills, helping students improve academic performance and confidence for two hours a week. |

| COMPONENT ID # | COMPONENT INFORMATION |
|---|---|
| 47565 | **NAME OF COMPONENT:** Next Step Youth Program<br>**BRIEF DESCRIPTION:** The Group Session Component will be facilitated by graduate-level interns from Wingate University's Master of Social Work (MSW) program. These structured sessions are designed to support students' social-emotional development, wellness, and interpersonal skills in a safe and supportive environment.Group sessions may include topics such as Emotional regulation and self-awareness, Conflict resolution and peer relationships, Stress management and coping strategies, and confidence building. |

**File #:** 26-329 **Agenda Date:** 6/16/2026

**TITLE:**

2026 Union County Jail Bond Referendum Introduction of Bond Orders and Call for Public Hearing

**INFORMATION CONTACT:**

Beverly Liles, Finance, Director, 704-283-3675

**ACTION REQUESTED:**

1) Introduce Bond Order Authorizing the Issuance $200,000,000 General Obligation Jail Bonds of the County of Union, North Carolina, 2) Adopt Resolution of the County of Union, North Carolina Regarding Bond Order Authorizing the Issuance of General Obligation Jail Bonds, Setting Public Hearing Thereon and Directing Publication of Notice of Said Public Hearing.

**PRIOR BOARD ACTIONS:**

1) May 18, 2026, Regular Meeting, Agenda Item #26-266 - The Board adopted Resolution of the Board of Commissioners of the County of Union, North Carolina directing the Publication of Notice of Intention to apply to the Local Government Commission for approval of $200,000,000 General Obligation Jail Bonds and adopted resolution making Certain statements of facts concerning the proposed jail bond issue and authorizing the application to the Local Government Commission for $200,000,000 of general obligation jail bonds.
2) April 20, 2026, Regular Meeting, Agenda Item #26-212 - The Board authorized staff to move forward with the necessary steps for a 2026 Bond Referendum to fund a new jail facility in the amount of $200,000,000.

**BACKGROUND:**

General Obligations Bonds (GO) are widely considered the lowest-interest, most cost-effective financing mechanism for long-term capital projects in North Carolina due to the pledge of the local government's full faith, credit, and taxing power. For North Carolina counties, which are legally required to provide secure, safe, and sanitary inmate housing, financing a jail through a GO bond ensures that the borrowing costs are minimized for the taxpayers, as these bonds typically secure better credit ratings than other debt options. The GO bond process is more rigorous than other financing options (requiring a public vote), however the interest savings from a GO bond make it the preferred tool for construction of a new jail.

The Introduction of the Bond Order lays out the purpose of the general obligation bond referendum that will be placed on the November 3, 2026 election ballot and the Resolution will set the date for the Public Hearing required on July 20, 2026 and authorize the Clerk to the Board to publish the notice of the Public Hearing.

**FINANCIAL IMPACT:**

The estimated cumulative cost over the life of the bond, using the highest interest rate of 5.344% charged for similar debt over the last twenty years is estimated at $312,224,000. The estimated maximum annual debt service payment is $20,688,000 beginning in FY 2028 and commencing in FY 2047. The annual estimated amount of property tax liability increases for each $100,000 of property tax value to service the cumulative cost over the life of the bond is estimated at $31.10. The annual estimated amount of property tax liability increases for each $400,000 of property tax value to service the cumulative cost over the life of the bond is estimated at $124.40 (based on 3.11¢ increase in the ad valorem property tax rate). These estimates are based on the legislative requirements of NC Session Law 2022-53 for bond referendums.

Commissioner _____ introduced the following Bond Order, copies of which have been made available to the Board of Commissioners:

**BOND ORDER AUTHORIZING THE ISSUANCE OF $200,000,000 GENERAL OBLIGATION JAIL BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**

***WHEREAS,*** the Board of Commissioners of the County of Union, North Carolina (the "County") has ascertained and hereby determines that it is necessary to pay the capital costs of providing for the design, construction, furnishing and equipping of a new jail facility; and

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

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

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Jail Bonds of the County are hereby authorized and will be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Jail Bonds authorized by this order will be $200,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest of the General Obligation Jail Bonds.

Section 3. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the County at a referendum scheduled for November 3, 2026.

The foregoing bond order was introduced by the Board of Commissioners of the County of Union, North Carolina this 16th day of June, 2026.

_____ _____

Clerk to the Board Chairman

APPROVED AS TO FORM:

_____

County Attorney

STATE OF NORTH CAROLINA )
) SS:
COUNTY OF UNION )

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copies of the Bond Order entitled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF $200,000,000 GENERAL OBLIGATION JAIL BONDS OF THE COUNTY OF UNION, NORTH CAROLINA"** introduced by the Board of Commissioners of the County of Union, North Carolina at a meeting held on the 16th day of June, 2026.

***IN WITNESS WHEREOF,*** I have hereunto set my hand and affixed the corporate seal of said County, this the ____ day of June, 2026.

(SEAL)

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

**RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA REGARDING BOND ORDER AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION JAIL BONDS, SETTING PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING**

***WHEREAS*,** bond order entitled:

> BOND ORDER AUTHORIZING THE ISSUANCE OF $200,000,000 GENERAL OBLIGATION JAIL BONDS OF THE COUNTY OF UNION, NORTH CAROLINA

has been introduced at a meeting of the Board of Commissioners of the County of Union, North Carolina this 16th day of June, 2026; and

***WHEREAS*,** the Board of Commissioners desires to provide for the holding of public hearing thereon on July 20, 2026 and the submission of a statement of debt and a statement of disclosures in connection therewith as required by The Local Government Bond Act.

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA*** that the public hearing on said bond order shall be held on the 20th day of July, 2026 in the Union County Government Center, First Floor, Board Room, 500 North Main Street, Monroe, North Carolina at or about 6:00 p.m.

***BE IT FURTHER RESOLVED*** that the Clerk to the Board of Commissioners is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the County on or before the 11th day of July, 2026.

***BE IT FURTHER RESOLVED*** that before the public hearing, the County's Finance Director is hereby directed to (1) file a sworn statement of debt with the Local Government Commission and the Clerk to the Board of Commissioners in accordance with Section 159-55 of the General Statutes of North Carolina and (2) file with the Clerk to the Board of Commissioners and the Local Government Commission of North Carolina and post online a statement of disclosure in accordance with Section 159-55.1(a) of the General Statutes of North Carolina.

***BE IT FURTHER RESOLVED*** that this Resolution shall become effective on the date of its adoption.

***READ, APPROVED AND ADOPTED*** this the 16th day of June, 2026.

Clerk to the Board

Chairman

APPROVED AS TO FORM:

County Attorney

STATE OF NORTH CAROLINA )
) SS:
COUNTY OF UNION )

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **"RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA REGARDING BOND ORDER AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION JAIL BONDS, SETTING PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING"** adopted by the Board of Commissioners of the County of Union, North Carolina at a meeting held on the 16th day of June, 2026.

***IN WITNESS WHEREOF,*** I have hereunto set my hand and affixed the corporate seal of said County, this the ____ day of June, 2026.

(SEAL)

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

**File #:** 26-344 **Agenda Date:** 6/16/2026

**TITLE:**

Authorization to Write Off Returned or Uncollectible Revenues

**INFORMATION CONTACT:**

Beverly L. Liles, Finance, Director, 704-283-3675

**ACTION REQUESTED:**

Approve the write-off of returned or uncollectible revenues totaling $200.00.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The Finance Department has conducted a review of outstanding returned revenues, including non-sufficient funds (NSF) checks. After reasonable and diligent efforts to collect these funds, the department has determined that these amounts are not recoverable.

Accordingly, we are requesting Board approval to formally write off these amounts from the County's financial records.

**FINANCIAL IMPACT:**

The total amount to be written off is $200.00. These funds have previously been recorded but are now deemed uncollectible. No additional budget appropriation is required.

UNION COUNTY
north carolina

# Memorandum

**To:** Union County Board of Commissioners

**From:** Union County Finance Department

**Date:** June 16, 2026

**Re:** Request for Board Approval to Write Off Uncollectible Revenues

The Finance Department has completed a comprehensive review of outstanding returned revenues, including non-sufficient funds (NSF) checks, closed accounts, and other payments determined to be uncollectible. Despite reasonable and diligent collection efforts, the department has determined that recovery of these funds is no longer feasible.

Accordingly, staff requests formal approval from the Board to write off these amounts from the County's financial records. The total amount recommended for write-off is $200.00, which was previously recorded in the County's accounts and is now considered unrecoverable.

The uncollectible amounts are summarized as follows:

NSF Checks – Total: $200.00

Register of Deeds – $80.00
Solid Waste – $100.00
UC Water – $20.00

This action does not require an additional budget appropriation, as the amounts were previously recognized and reported in County financial records.

Staff respectfully requests the Board's approval to proceed with the write-off process as presented.

**Finance Department**
500 N. Main Street Suite 709
Monroe, NC 28112
T 704.283.3813

**Union County**
**Register of Deeds**

# Memo

**To:** Kiara McClendon

**From:** Crystal D. Gilliard, Union County Register of Deeds

**cc:**

**Date:** June 2, 2026

**Re:** NSF Checks - 2025

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Please write off the following check amounts that were deposited at the Register of Deeds office, but never cleared our account:

6/17/2025 – Heritage Funeral Home Weddington - $20.00

6/23/2025 – FCS Construction LLC - $60.00

Thanks.

UNION COUNTY
north carolina

# Memorandum

**To:** Finance

**From:** Lindsay Helms (Business Manager)

**CC:** Caleb Sinclair (Solid Waste Director)

**Date:** June 2, 2026

**Re:** NSF/Debt Write-Off

Solid Waste has had checks from the following customers returned due to insufficient funds:

| Customer | Check Date | Amount |
|---|---|---|
| MJS Construction | 9/20/2024 | $ 80.00 |
| Anthony Jolly | 3/11/2025 | $ 20.00 |
| | **Total** | **$100.00** |

Several Collection attempts have been made but to no avail. Considering the time and cost of further collection efforts, we ask that these checks to be written off.

**Solid Waste**
2125 Austin Chaney Rd.
Wingate, NC 28174

T 704.296.4234

To: Finance

From: Amy McCaskill, Director, UC Water Utility Business Services

Date: 6/2/2026

Re: NSF/Debt Write-Off

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Union County Water has had check(s) from the following customer(s) returned due to insufficient funds:

| Customer | Check Date | Amount |
|---|---|---|
| Michael H. Davis | 11/8/2024 | $10.00 |
| Michael H. Davis | 12/5/2024 | $10.00 |

Several collection attempts have been made but to no avail. Considering the time and cost of further collection efforts, we ask that these checks be written off.

**Union County Water**
Street Address
City, State ZIP
**T** 555.555.5555

unioncountync.gov/water

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-324 **Agenda Date:** 6/16/2026

**TITLE:**

April 2026 NCVTS Motor Vehicle Tax Report

**INFORMATION CONTACT:**

Vann Harrell, Tax Administration, Tax Administrator, 704-283-3748; Kristen Foxworth, Tax Administration, Deputy Tax Administrator, 704-283-3591

**ACTION REQUESTED:**

Approve the April 2026 NCVTS Motor Vehicle Tax Refund Report.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

$1,579.07

# North Carolina Vehicle Tax System

## Pending Refund Report

| Payee Name | Primary Owner | Secondary Owner | Address 1 | Address 2 | Address 3 | Refund Type | Bill # | Plate Number | Status | Transaction # | Refund Description | Refund Reason | Create Date | Authorization Date | Tax Jurisdiction | Levy Type | Change | Interest Change | Total Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AIR CENTRAL OF THE CAROLINAS LLC | AIR CENTRAL OF THE CAROLINAS LLC | | PO BOX 1816 | | STALLINGS, NC 28104 | Adjustment >= $100 | 0089965142 | AA3277E | PENDING | 1103621823 | Refund Generated due to adjustment on Bill #0089965142-2025-2025-0000 | Situs error | 4/9/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 600 | TAX | $91.64 | $0.00 | $91.64 |
| | | | | | | | | | | | | | | | 200 | TAX | ($237.18) | $0.00 | ($237.18) |
| | | | | | | | | | | | | | | | 200 | VEHICLE FEE | ($30.00) | $0.00 | ($30.00) |
| | | | | | | | | | | | | | | | 020 | TAX | $24.90 | $0.00 | $24.90 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $150.64 |
| CARTIER CLASSIC TRANSPORTATION LLC | CARTIER CLASSIC TRANSPORTATION LLC | | 115 UNIONVILLE INDIAN | TRAIL SUITE B8 | INDIAN TRAIL, NC 28079 | Adjustment >= $100 | 0089967122 | BB1542A | PENDING | 1103312691 | Refund Generated due to adjustment on Bill #0089967122-2025-2025-0000 | Situs error | 4/8/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 600 | TAX | $149.60 | $0.00 | $149.60 |
| | | | | | | | | | | | | | | | 200 | TAX | ($387.20) | $0.00 | ($387.20) |
| | | | | | | | | | | | | | | | 200 | VEHICLE FEE | ($30.00) | $0.00 | ($30.00) |
| | | | | | | | | | | | | | | | 020 | TAX | $40.66 | $0.00 | $40.66 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $226.94 |
| CRUZ ESPINOSA, ALFREDO | CRUZ ESPINOSA, ALFREDO | | 2509 PLYLER MILL RD | | MONROE, NC 28112 | Adjustment >= $100 | 0090332212 | JMF4288 | PENDING | 980722312 | Refund Generated due to adjustment on Bill #0090332212-2025-2025-0000 | Situs error | 4/8/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 200 | TAX | ($87.74) | $0.00 | ($87.74) |
| | | | | | | | | | | | | | | | 200 | VEHICLE FEE | ($30.00) | $0.00 | ($30.00) |
| | | | | | | | | | | | | | | | 013 | TAX | $3.45 | $0.00 | $3.45 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $114.29 |
| NISIUS, GREGORY ERIC | NISIUS, GREGORY ERIC | | 5004 BRITANNIA BLVD | | WAXHAW, NC 28173 | Adjustment >= $100 | 0090343834 | VFP7233 | PENDING | 980356992 | Refund Generated due to adjustment on Bill #0090343834-2025-2025-0000-00 | Exempt Property | 4/6/2026 | | 001 | TAX | ($54.52) | $0.00 | ($54.52) |
| | | | | | | | | | | | | | | | 500 | TAX | ($140.65) | $0.00 | ($140.65) |
| | | | | | | | | | | | | | | | 500 | VEHICLE FEE | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 028 | TAX | ($22.31) | $0.00 | ($22.31) |
| | | | | | | | | | | | | | | | 003 | TAX | ($5.14) | $0.00 | ($5.14) |
| | | | | | | | | | | | | | | | 005 | TAX | ($2.19) | $0.00 | ($2.19) |
| | | | | | | | | | | | | | | | 004 | TAX | ($18.87) | $0.00 | ($18.87) |
| | | | | | | | | | | | | | | | 002 | TAX | ($129.88) | $0.00 | ($129.88) |
| | | | | | | | | | | | | | | | | | | Refund | $373.56 |
| SEROV, VASILII | SEROV, VASILII | | 1224 PRESSON FARMS LN | | UNIONVILLE, NC 28110 | Adjustment >= $100 | 0089962112 | MCA8922 | PENDING | 1103621634 | Refund Generated due to adjustment on Bill #0089962112-2025-2025-0000 | Situs error | 4/9/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 200 | TAX | ($209.57) | $0.00 | ($209.57) |
| | | | | | | | | | | | | | | | 200 | VEHICLE FEE | ($30.00) | $0.00 | ($30.00) |
| | | | | | | | | | | | | | | | 980 | TAX | $9.53 | $0.00 | $9.53 |
| | | | | | | | | | | | | | | | 021 | TAX | $25.72 | $0.00 | $25.72 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $204.32 |
| TALBERT, CEILIA STEGALL | TALBERT, CEILIA STEGALL | | PO BOX 601 | | MARSHVILLE, NC 28103 | Adjustment >= $100 | 0082371788 | VCR7951 | PENDING | 860889743 | Refund Generated due to adjustment on Bill #0082371788-2025-2025-0000 | Situs error | 4/22/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 400 | TAX | ($158.20) | $0.00 | ($158.20) |
| | | | | | | | | | | | | | | | 018 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $158.20 |
| TALBERT, CEILIA STEGALL | TALBERT, CEILIA STEGALL | | PO BOX 601 | | MARSHVILLE, NC 28103 | Adjustment >= $100 | 0082371788 | VCR7951 | PENDING | 860889750 | Refund Generated due to adjustment on Bill #0082371788-2024-2024-0000 | Situs error | 4/22/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 400 | TAX | ($195.75) | $0.00 | ($195.75) |
| | | | | | | | | | | | | | | | 018 | TAX | $26.19 | $0.00 | $26.19 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $169.56 |
| TERMINIX SERVICE INC. | TERMINIX SERVICE INC. | | PO BOX 2627 | | COLUMBIA, SC 29202 | Adjustment >= $100 | 0089983813 | MBJ5224 | PENDING | 980997168 | Refund Generated due to adjustment on Bill #0089983813-2025-2025-0000 | Situs error | 4/9/2026 | | 001 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 200 | TAX | ($167.85) | $0.00 | ($167.85) |
| | | | | | | | | | | | | | | | 200 | VEHICLE FEE | ($30.00) | $0.00 | ($30.00) |
| | | | | | | | | | | | | | | | 023 | TAX | $16.29 | $0.00 | $16.29 |
| | | | | | | | | | | | | | | | 003 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 005 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 004 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | 002 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | Refund | $181.56 |
| | | | | | | | | | | | | | | | | | | Refund Total | $1579.07 |

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-349 **Agenda Date:** 6/16/2026

**TITLE:**

Resolution - Updates to the Union County Personnel Resolution

**INFORMATION CONTACT:**

Julie Broome, Human Resources, Director, 704-283-3869

**ACTION REQUESTED:**

Adopt the revised Union County Personnel Resolution, effective July 1, 2026.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Updates to the Personnel Resolution are recommended at times to address terminology changes, organizational alignment, county management operational needs, and Board of County Commissioners direction. The recommended revised Union County Personnel Resolution ("UCPR") includes the following revisions to the existing UCPR:

- Technical, terminology, and practical revisions throughout the UCPR to correspond with current terminology, organizational structure, practice, and applicable law
- Clarification and streamlining of the County Manager's authority concerning department reorganizations
- Clarification and improvements concerning the administration of the pay plan in certain circumstances
- Updates to uniformed services (military) leave policy
- Added provisions to allow oral fluid (saliva) drug testing in certain circumstances

**FINANCIAL IMPACT:**

None.

# PERSONNEL RESOLUTION
# UNION COUNTY, NORTH CAROLINA

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# PERSONNEL RESOLUTION
# UNION COUNTY, NORTH CAROLINA

Be it resolved by the Board of County Commissioners of Union County that the following rules and regulations shall govern the appointment, classification, salary, promotion, demotion, dismissal, and conditions of employment of the employees of Union County, North Carolina.

Be it further resolved that Union County is an Equal Opportunity Employer and hires only those persons lawfully authorized to work in the United States.

# **ARTICLE I**. ORGANIZATION OF PERSONNEL SYSTEM

SECTION 1

## **Purpose**

Revised June 19, 2023

The purpose of this resolution is to establish a personnel system which will recruit, select, develop, and maintain an effective and responsible workforce. This resolution is established under the authority of Chapter 153A-Article 5 and Chapter 126 of the North Carolina General Statutes.

Procedures outlined herein are written around employees with a supervisor and a Department Director. When the individual concerned is a supervisor or a Department Director, the individual at the next level in the chain-of-command will be the designated person.

SECTION 2

## **Coverage**

Revised December 16, 2005, May 19, 2008, December 15, 2008, January 20, 2009, February 18, 2013, April 15, 2013, December 7, 2015, February 4, 2019, August 16, 2021, July 11, 2022, December 19, 2022, June 19, 2023

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

1) These regulations shall not apply to elected officials, except as expressly stated herein.
2) To the extent that they directly relate to hiring, discharge and supervision, these regulations shall not apply to the employees in the offices of the Sheriff and Register of Deeds.
3) The County Manager's or County Attorney's employment is subject to the terms of his or her contract for employment with the County (if any). All provisions, rules and regulations for and of the County relating to vacation and sick leave, retirement and pension system contributions, holidays, other fringe benefits, and working conditions shall apply to the County Manager and County Attorney the same as they would apply to other County employees, except or in addition to any other provisions specifically set forth in the terms of the County Manager's or County Attorney's contract for employment with the County (if any).
4) Article IV, Section 10, Article VIII, and Article IX shall not apply to any job classifications or positions which are appointed by the Board of Commissioners pursuant to statute. Specifically, these job classifications and positions are the County Manager, Clerk to the Board, County Attorney, and Tax Administrator, as North Carolina General Statutes govern the appointment of these job classifications and positions.
5) Article VI Sections 1, 3, 4, 5, 6, 8, 11, 13, 14, Article VII, Article VIII, and Article XI shall not apply to non-benefited part-time employees, as defined in Article III, Section 8.
6) To the extent that they conflict with the Human Resources Act, these regulations shall not apply to employees subject to said Act. The only County employees subject to the Human Resources Act are those employees in the Emergency Management Department.
7) For all employees appointed by various other Boards (e.g. District Director of Soil & Water Conservation and Elections Director), as well as all employees of the Union County Board of Elections, the provisions of this Resolution shall apply to the extent that they do not conflict with the North Carolina General Statutes which govern their appointment.

SECTION 3

## **Appointing Authority**

In accordance with the provision of North Carolina General Statutes Sec. 153A-82, the County Manager shall, appoint, suspend and remove all County officers, employees and agents. Excluded from this section are officers, employees and agents who are elected by the people or whose appointment is otherwise

provided for by law. As to those officers, employees or agents who are excluded from this section, the County Manager shall recommend individuals for such appointments to the Board of Commissioners.

SECTION 4
## Responsibility of the Board of Commissioners
Revised 12/1998

The Board of Commissioners shall establish personnel policies and rules, including the classification and pay plan and shall make and confirm appointments when so specified, by law.

SECTION 5
## Responsibility of the County Manager
Revised February 18, 2013, June 17, 2024

The County Manager shall be responsible to the Board of Commissioners for the administration of the personnel program. This responsibility shall include the duty to direct and supervise the administration of all County offices and departments under the general control of the Board of Commissioners, subject to the general direction and control of the Board. All such offices and departments supervised by the County Manager shall report to the Board of Commissioners through the County Manager.

The County Manager shall appoint, suspend, and remove all County officers and employees, except those elected by the people or whose appointment is otherwise provided for by law and under the general control and supervision of the Board. The County Manager, or his or her designees, shall administer all appointments, dismissals, and suspensions in accordance with 153A-82 of the North Carolina General Statutes and the provisions set forth in this personnel resolution.

The County Manager has the responsibility of applying and carrying out this resolution and the policies adopted hereunder. All references to the County Manager exercising such responsibilities in this Resolution are deemed to include a reference to any person to whom the County Manager has properly delegated the requisite authority for such responsibilities.

SECTION 6
## Responsibility of the Human Resources Director
Revised 12/1998, February 18, 2013, June 19, 2023

The County Manager shall serve as or appoint a Human Resources Director or Assistant(s) who shall assist in the preparation and maintenance of the pay grades and ranges and pay and classification plans and perform other duties in connection with a modern personnel program as the Board of Commissioners shall require and as directed by the County Manager. All actions concerning personnel (e.g. hiring, firing, compensation, leave, retirement) shall be brought to the attention of the Human Resources Office immediately so that the necessary records can be maintained. The Human Resources Director's responsibilities include but are not limited to: applying and carrying out these regulations and the policies adopted hereunder as directed by the County Manager.

## **ARTICLE II.** CLASSIFICATION PLAN

SECTION 1
**Adoption**

The classification plan, and its periodic amendments, as approved by the Board of County Commissioners, is hereby adopted as the classification plan for Union County.

SECTION 2
**Allocation of Position**
Revised June 19, 2023

The County Manager shall, with the help of his or her Human Resources designee, allocate each position covered by the classification plan to its appropriate class in the plan.

SECTION 3
**Administration of the Classification Plan**
Revised June 19, 2023, June 2, 2025

The County Manager, or person(s) designated by the County Manager, shall be responsible for the administration and maintenance of the classification plan so that it will accurately reflect the duties performed by employees in the classifications to which their positions are allocated. Department Directors shall be responsible for bringing to the attention of the County Manager or his or her Human Resources designee any material changes in the nature of duties, responsibilities, working conditions, or other factors affecting the classifications of any existing positions.

Classifications shall be added to and deleted from the classification plan by the Board of Commissioners based upon the recommendation of the County Manager. After a new position is established, the County Manager shall allocate the new position to the appropriate classification within the classification plan.

When the County Manager finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the County Manager will 1) direct that the existing classification be revised, 2) reallocate the position to the appropriate classification within the existing classification plan, or 3) recommend that the Board of Commissioners amend the classification plan to establish a new classification to which the position may be allocated. This revision process will typically be entertained annually, so as to be included in the annual budget and requires written documentation to include a position questionnaire, updated job description, and organizational chart.

Periodically, the County Manager may find it necessary to enlist the help of sources outside County offices to ensure that the classification plan reflects the present situation in the various jobs required by the County.

## **ARTICLE III.** THE PAY PLAN

SECTION 1
**Adoption**

The Salary Schedule, reflecting both pay grades and ranges, as approved by the Board of County Commissioners, is hereby adopted as the pay plan for Union County.

SECTION 2
**Maintenance of the Pay Plan**

The County Manager shall be responsible for the administration and maintenance of the pay plan. The pay plan is intended to provide equitable compensation for all classifications when considered in relation to each other, to general rates of pay for similar employment in the private sector and in other public jurisdictions in the area, to changes in cost of living, to financial conditions of the County, and other factors. To this end, the County Manager shall, from time to time, make comparative studies of all factors affecting the level of the salary ranges and shall recommend to the Board of Commissioners such changes in the salary ranges as appear to be warranted. Action taken relative to the County Manager's and County Attorney's compensation will be the responsibility of the Board of County Commissioners.

SECTION 3
**Administration of the Pay Plan**
Revised June 2, 2025

The pay plan of Union County shall be administered in a fair and systematic manner in accordance with work performed. The salary structure shall be externally competitive, maintain proper internal relationships among all positions, and based on relative duties and responsibilities. The pay plan shall meet the requirements of the State Competitive System for local government employees for those employees subject to the State Competitive System, while maintaining a County-wide pay plan for all applicable County employees.

SECTION 4
**Pay Increases and Other Payments**
Revised June 19, 2023, June 2, 2025, June 16, 2026

The number of pay increases available for allocation in a given fiscal year is a budgetary consideration. The amount of funds available is determined and allocated by the Board of Commissioners.

Pay increases are awarded based upon: 1) a cost of living adjustment (COLA) applicable to all eligible employees, and 2) merit-based increases specific to each eligible employee or class of employees. Employees may be considered annually for pay increases, or at times as determined by the County Manager.

Even though all regular employees will be considered for merit increases, only those employees who meet or exceed the standard and/or expected performance will receive a merit increase. The number of employees who receive merit increases will be consistent with funds available for this purpose.

The performance evaluation system, designed to facilitate fair and equitable merit pay decisions, must meet the needs of both management and employee. The County Manager, or his/her designee(s) will develop factors, considerations, policies, and formulas, as deemed appropriate, to determine merit pay increases and decisions. From these performance evaluations, recommendations for merit increase will be accepted.

An employee's absence from work, due to sick leave, leave without pay, leave due to injury on the job, or any other authorized leave, may be cause for the Department Director to request an extension for the annual performance evaluation review, so as to allow adequate evaluation of performance.

Employees may also receive market rate adjustment formula payments or longevity pay that are applied toward all eligible employees. Additionally, there may be retention bonuses or other one-time bonuses, or special payments ~~give~~given to specific employees or class of employees. All such payments described in this paragraph are a budgetary consideration and are subject to funding available for such payments that are determined and allocated by the Board of Commissioners.

SECTION 5

## Payment at a Listed Rate

Revised June 2, 2025, June 16, 2026

All employees covered by the classification plan shall be paid at a ~~listed~~ rate within the salary ~~ranges~~range established for their respective ~~classifications~~classification except for employees in a trainee status, or employees whose ~~present~~current salaries ~~are above~~exceed the established maximum rate following transition to a new pay plan.

When an employee ~~attains~~reaches the maximum rate of ~~a~~the salary range for his/her ~~present~~current position, no further salary increases will be ~~received~~granted unless:

a) The position is reclassified;
b) The employee is promoted to another position with a higher salary range~~, or the salary for the present position is increased.~~; or
c) The salary for the employee's current position is increased.

As part of the County's pay plan, in circumstances approved by the County Manager, an employee may be temporarily paid up to twenty-five percent (25%) above the maximum in the employee's assigned pay grade. Such status is not considered a salary increase within the established salary range and may remain in effect until the position is reclassified or the salary range is adjusted to include the red-line salary amount; however, in no event shall such temporary amount paid extend beyond twelve (12) months.

SECTION 6

## Salary of a Trainee

Revised June 19, 2023

An applicant hired, or employee promoted to a position in a higher class, who does not meet all the established requirements of the position, shall be appointed with the approval of the County Manager to the minimum of the next pay grade below the pay grade which has been approved for that class. All such County employees shall be designated "Trainees" based upon recommendations of the Department Director with

the approval of the County Manager. An employee in a trainee status shall continue to receive a reduced salary until the Department Director and the County Manager shall determine that the trainee is qualified to assume the full responsibilities of the position. This period of time shall normally be considered to extend not less than four months and not more than one year. Written notification from the Department Director of a change in status will become part of the employee's personnel file.

SECTION 7

## Pay Rates in Promotion, Demotion, Transfer, and Reclassification

Revised June 19, 2023, June 2, 2025, June 16, 2026

When an employee is promoted, demoted, transferred, or reclassified, the rate of pay for the new position shall be established in accordance with the following rules:

a) When a promotion occurs the employee's salary shall be increased, if it is below the new minimum, to at least the minimum rate of the salary range assigned to the class to which he/she is promoted unless designated as a trainee. If an employee's current salary is already above the new minimum salary rate, his/her salary may be adjusted or left unchanged at the discretion of the County Manager or designee, provided that the adjusted salary does not exceed the maximum of the assigned salary range.

b) When an employee has satisfactorily completed a period of "trainee" status and the Department Director has submitted the necessary paperwork to the Human Resources Office, the employee's salary will be adjusted according to Section 6 of this Article.

c) When a demotion occurs as a result of a reclassification due to a reallocation of duties and responsibilities or other action not attributable to any fault of the employee, and the employee's current salary falls above the maximum of the range for the lower class, the employee's salary may remain the same until general schedule adjustments or salary range revisions bring it back within the lower range; or the employee's salary may be reduced to any salary within the lower salary range, as long as the reduced salary does not fall below the minimum salary rate of that range.

d) When a demotion occurs for cause of action attributable to the fault of the employee, the employee's salary shall be adjusted so that it does not exceed the maximum of the range for the new position.

e) When a transfer occurs from a position in one class to a position in another class, assigned to the same pay range, the employee may continue to receive the same salary or be given a new salary, at the discretion of the County Manager or designee.

f) When a reclassification occurs, the employee whose position is reclassified to a class having a higher salary range shall be increased to no less than the minimum of the new salary range. If the employee's current salary is already above the minimum salary rate, his/her salary may be adjusted upward or left unchanged at the discretion of the County Manager, ~~provided that the adjusted salary does not exceed the maximum of the assigned salary range~~and in accordance with Section 5 of this Article.

g) Persons hired to fill a vacancy in a job approved by the Board, but not assigned a specific salary grade, shall be entered on the payroll at a dollar figure established by the County Manager which is equal to or less than that amount budgeted for the current year by the Board of Commissioners unless the Board takes formal action otherwise.

SECTION 8

## Pay for Part-Time Work

Revised February 18, 2013, Revised June 19, 2023, June 16, 2026

Part-time employees may be categorized as follows: *benefited part-time* working 1,000 or more hours per year, and *non-benefited part-time* working less than 1,000 hours per year, which includes *temporary / seasonal employees.*

*Benefited part-time* employees working 1,000 or more hours per year are persons in a position working a regular schedule whose duties require 1,000 or more hours per year. Such employees are hired with the understanding that they will earn vacation and sick leave hours and participate in the Local Government Employees' Retirement System and may, based on scheduled hours, be eligible for participation in the County health/dental plan if required by applicable law. Budgetary considerations must be made for the employer contribution to the Retirement System, 401K, vacation and sick leave for benefited part-time employees. Leave earned shall be proportional to that of a full-time employee.

*Non-benefited part-time employees*, which include *temporary and seasonal employees*, are persons in a position whose duties require fewer than 1,000 hours per year. Such employees shall not be eligible for annual leave, sick leave, paid holidays ~~retirement~~, NC Retirement System benefits, or County-paid insurance benefits and may be terminated by the County at will at any time. Non-benefited part-time employees shall be eligible for Workers' Compensation Insurance coverage, NC 401(k)/457 plans employee contributions (the County does not contribute separately into the NC 401(k)/457 plans for non-benefited part-time employees), and subject to Social Security regulations applicable to the County.

SECTION 9

## Flex Time

Under limited circumstances, employees of Union County who work in the same capacity may, at their option, substitute work hours as long as such substitute has prior approval by the immediate supervisors of each employee involved. However, it is understood that no overtime hours may be generated as a result of such substitutions. This applies only to those employees performing standard shift work.

SECTION 10

## Payroll Deductions

Federal and State income taxes, Social Security tax, and Local Government Employees' Retirement System contributions shall be payroll deducted as authorized by law and/or the County Commissioners. Any other payroll deduction must be approved by the Board of Commissioners.

SECTION 11

## Overtime

Revised May 5, 2008, Revised June 19, 2023

(a) Overtime for employees other than law enforcement and detention employees is defined as time worked over 40 hours in a given seven-day work week beginning Friday midnight. All overtime worked in every department must have the prior approval of the County Manager, except in cases where emergency situations occur. Accounting for overtime for all departments shall be done on the official payroll timecards. Overtime for law enforcement and detention employees, however, shall be based on a 14-day cycle with overtime being any hours worked in excess of 86 hours for law enforcement and detention employees during the cycle. All overtime shall be paid or compensated for in accordance with the FLSA.

(b) The payment in cash for overtime will be made only for hours worked over and above a 40- hour, seven-day work week for other than law enforcement and detention employees. Overtime payment for covered

nonexempt law enforcement and detention employees will be made only for hours worked over and above 86 hours during a 14-day cycle.

(c) Hours worked in excess of those listed in the preceding paragraphs are considered overtime for pay purposes. Pay for vacation time, sick time, holidays, etc. is not pay for time worked and is therefore not considered as hours worked for purposes of overtime computations. Pay for overtime hours worked shall be at the rate of one and one-half times the employee's hourly rate of pay.

(d) Compensatory time off for overtime hours worked may be provided in lieu of immediate overtime pay in cash in accordance with appropriate current FLSA rules, at the option of the County Manager, for covered nonexempt employees.

(1) Covered nonexempt employees shall be granted compensatory time for overtime hours worked at a rate of one and one-half hours for each hour of overtime worked subject to the following provisions:

a. The maximum compensatory time which may be accrued by any affected employee shall be 480 hours (i.e. not more than 320 hours of actual overtime hours worked) for all law enforcement and detention employees and 240 (i.e. not more than 160 hours of actual overtime hours worked) for all other employees. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

b. An employee shall be encouraged to use accrued compensatory time within a reasonable period, e.g., within 30 days, if to do so would not unduly disrupt the operations of the work site.

c. Nonexempt employees having accrued compensatory time upon termination of employment shall be paid for such time which shall be calculated at the average regular rate of pay for the final three years of employment, or the final regular rate received by the employee, whichever is higher.

d. Compensatory time off is encouraged with covered nonexempt employees when it is given within the same work week and for law enforcement and detention employees within a 28-day cycle to avoid an overtime situation from occurring.

(2) Exempt employees shall not receive payment or compensatory time off for hours worked, travel time, attendance at meetings, etc. in excess of the normal work week. However, exempt employees who are asked to work on a weekend or Union County observed holiday may work with their supervisor regarding time off at another time.

SECTION 12
## Payroll Procedure
Revised June 21, 2021

All employees shall be paid on a bi-weekly basis, with every other Thursday designated as pay day. The check will reflect the two weeks preceding the week containing the pay day. If pay day falls on a County- observed holiday, employees will be paid on the last working day before the holiday.

SECTION 13
## Salary Adjustments

Salary adjustments shall become effective on the date of the actual adjustment and will be reflected in the paycheck that is compensation for work performed during the pay period immediately following the adjustment.

# **ARTICLE IV.** RECRUITMENT AND EMPLOYMENT

SECTION 1

## Statement of Equal Employment Opportunity Policy

Revised June 17, 2024, June 16, 2026

It is the policy of the County to maintain a systematic, consistent recruitment program, to promote equal employment opportunity, and to identify and attract the most qualified applicants for all present and future vacancies. This intent is achieved through consistency in announcing all positions~~,~~ and evaluating all applicants on the same criteria~~, and by applying testing methods through the local Employment Security Commission~~. Equal employment opportunities are allowed without regard to sex, race, religion, color, national origin, age, non-disqualifying disabling condition, uniformed service, or pregnancy, childbirth, or related medical condition.

SECTION 2

## Recruitment Responsibilities

Revised June 19, 2023, June 17, 2024, June 2, 2025, June 16, 2026

The County Manager, or his or her Human Resources designee, shall be responsible for an active recruitment program to meet current and projected manpower needs, through procedures that will assure equal employment opportunities based on reasonable performance related job requirements, as directed by the County Manager. To accomplish this, the efforts of the Human Resources Office and all County departments must be coordinated in a timely manner.

All position announcements should be posted for a minimum of five (5) working days at ~~1) The~~the County Human Resources Office, ~~and 2) the local Department of Commerce, Division of Employment Security office, which have~~which has been designated as the established ~~referral sources~~recruitment site, unless a waiver of such posting requirement for good cause is approved by the County Manager in consultation with the County Attorney's Office. Any position subject to the State Human Resources Act, and applicable relevant regulations, shall be posted in accordance with the legal requirements for posting such a position. Optional recruiting publicity shall be carried out through media appropriate to the position. ~~All references in this Resolution to the Department of Commerce, Division of Employment Security (formerly known as the Employment Security Commission) shall be deemed to refer to any successor Division or Agency that conducts similar activities to the Department of Commerce, Division of Employment Security.~~

SECTION 3

## Job Advertisements

Recruiting announcements shall include information pertinent to the position/work involved, including at minimum, the title, salary grade and range, key duties, knowledge and skill requirements, minimum education and experience standard, contact person, special certification or licensing requirements, and application closing date. In addition, assurance of Equal Employment compliance, as well as the County's statement to comply with the Immigration Reform and Control Act of 1986, shall be contained on the County application.

SECTION 4

## Application for Employment

Revised June 19, 2023, June 16, 2026

The Union County standard application shall be the application accepted for all position listings. Applicants are encouraged to apply only for positions currently available. All applications submitted must be able to be categorized according to the established job categories for filing purposes. Applications should not be submitted with "anything you feel I am qualified for" on the position applied for" line of the application. Applications should be made to the Human Resources Office. Applications accepted within an agency or

department will be forwarded to the Human Resources Office immediately. Referrals to departments may be made through the County Human Resources Office or the local Department of Commerce, Division of Employment Security office. All references in this Resolution to the Department of Commerce, Division of Employment Security (formerly known as the Employment Security Commission) shall be deemed to refer to any successor Division or Agency that conducts similar activities to the Department of Commerce, Division of Employment Security.

SECTION 5
## Application Tracking
Revised June 19, 2023, June 16, 2026

The Human Resources Office shall be responsible for ~~maintenance of~~maintaining records of all job announcements, including posting and closing dates, all optional referral sources utilized during the recruitment process, and the specifics on the pool of applicants considered for each vacancy, as directed by the County Manager.

~~The specifics shall include a file containing all applicants, their social security numbers, and test scores, when applicable, for each job vacancy.~~ To the extent that it is practical, reference to these records shall be made periodically in connection with the County's overall selection procedures, to ensure that equal consideration is given to all qualified applicants.

SECTION 6
## Qualified Standards
Revised June 19, 2023, June 17, 2024, June 2, 2025, June 16, 2026

All applicants considered for employment or promotion shall meet the employment standards established by the class specifications relating to the position to which the appointment is being made.

All appointments shall be made on the basis of merit and without regard to politics, age, race, sex, color, non-disqualifying disabling condition, religious affiliation, national origin, or pregnancy, childbirth, or related medical condition.

If the duties of the position may involve operation of County owned/insured vehicles, the Human Resources Office shall initiate a background check to include a review of the driving record of the final candidate, in accordance with applicable law. If the duties of the position require working with children (individuals under 18 years of age) in any capacity, pursuant to NC G.S. 153A-94.2(b), applicants of employment for these positions will be subject to a criminal history record check conducted by the State Bureau of Investigation (SBI).

Pursuant to NCGS Sec. 153A-103, the Board of Commissioners must approve the appointment by the Sheriff or Register of Deeds of a relative by blood or marriage of nearer kinship than first cousin or of a person who has been convicted of a crime involving moral turpitude.

Consideration may be given to "Trainee" appointments when there is an absence of qualified applicants from which to make a selection. In this instance, the deficiencies may be eliminated through orientation and on-the-job training. Trainee status is discussed in Article III, Section 6.

SECTION 7
## Selection
Revised June 19, 2023, June 2, 2025

Selection shall be based upon the selection policy established by the County Manager. The Manager shall develop a selection process which the Human Resources Office and Department Director shall use to fill positions. All selection methods developed shall be fair, accurate and nondiscriminatory.

SECTION 8

## Promotion of an Employee to Fill a Vacancy

Revised June 19, 2023, June 17, 2024, June 16, 2026

Candidates for promotion shall be chosen on the basis of their qualifications and their work records without regard to age, sex, race color, creed, religion, political affiliation, national origin, non-disqualifying disabling condition, or pregnancy, childbirth, or related medical condition. Performance appraisals and work records for all personnel meeting minimum qualifications for the position shall be carefully examined when openings for positions in higher classifications occur. The posting period must still be held in accordance with Section 2 of this Article.

~~If a current County employee is chosen for promotion, the Department Director shall forward the request to the County Manager with recommendations for the classification and salary along with reasons for selecting the employee over other applicants. After considering the Department Director's recommendation, the County Manager shall make or reject the appointment and, if appointed, determine the classification and starting salary.~~

SECTION 9

## Notification of Appointments

Revised June 19, 2023

As soon as an appointment is made, prior to the employee officially beginning work, the Department Director shall notify and coordinate with the Human Resources Office regarding the appointment. The Personnel Action Form, the original application for employment, test score sheet, when applicable, and any additional supporting test documents shall be forwarded to the Human Resources Office immediately. This will also provide an opportunity to schedule the new employee time with the Human Resources Office so that they may enroll in the retirement system, 401K, insurance, etc.

SECTION 10

## Probationary Period of Employment

Revised February 18, 2013, January 19, 2021, Revised June 19, 2023

An employee appointed to a full-time or benefited part-time position will serve an initial probationary period of twelve (12) months.

Employees must complete six months of the initial probationary period and receive a satisfactory six-month overall performance evaluation score prior to submitting an application for other posted employment opportunities with the County.

Employee transfers occurring after the successful completion of the first six months of the initial probationary period, but still within the initial twelve (12) month probationary period, require: (i) justification by the department of operational or service needs that necessitate the personnel action, and (ii) approval of such transfer in writing by the County Manager or a Deputy/Assistant County Manager. If an employee transitions into a new position during his/her initial twelve (12) month probationary period, a six- month probationary period will apply in the new position.

Prior to completion of a probationary period, if an employee is found to be performing unsatisfactorily in any regard as to job performance or personal conduct, the Department Director should first coordinate with the Human Resources Office and then may specify in writing, for the County Manager's approval, a request that the employee:

a) Be dismissed due to performing unsatisfactory work or displaying unacceptable personal conduct; or

b) Should not be retained in his/her present position and should be demoted or transferred.

Employees in a probationary period (whether an initial 12-month probationary period or a six-month probationary period as set forth herein and in Section 11 of this Article) are not subject to Article VIII related to disciplinary actions and may be dismissed without the dismissal procedures stated in Article VIII if either job performance or personal conduct was unsatisfactory, including without prior notice.

SECTION 11
**Transfer**
Revised January 19, 2021

If a vacancy occurs and an employee eligible for transfer from another department wishes to be considered for the appointment, the employee must complete the application and hiring process in accordance with Article
IV. Any employee transferred without his/her having requested it may appeal the action in accordance with the grievance procedure outlined in Article IX.

If an employee changes position due to transfer (except a lateral transfer within the same work unit), promotion, or demotion, a six-month probationary period will be required of the employee in his/her new position.

SECTION 12 (Added June 19, 2023)
**Leave Adjustments for Recruitment and Employment Purposes**

In order to recruit or retain well qualified or highly performing full-time employees, the County Manager may make adjustments to transfer leave credit or leave accrual credit, under Sections 3 and 4 of Article VI, for good and substantial reasons documented in writing and in consultation with the County Attorney.

SECTION 13 (Added June 17, 2024)
**Pregnant Workers Fairness Act**

It is the policy of the County to comply with all applicable provisions of the Pregnant Workers Fairness Act ("PWFA"). The PWFA requires the County to provide reasonable accommodations to a worker's known temporary limitations related to pregnancy, childbirth, or related medical condition, including the possibility of temporarily eliminating an essential function of an employee's job, unless the accommodation will cause the employer an undue hardship. If leave is provided as an accommodation under the PWFA, it may be paid or unpaid depending upon the employee's leave accruals, other provisions of this Resolution, and applicable law. Employees should contact their supervisor and the Human Resources Office with any requests for accommodations.

SECTION 14 (Added June 16, 2026)
**Department Reorganizations**

At times, business needs may require a reorganization to align services, streamline processes, address inefficiencies, or improve service delivery. A reorganization may include realignments, position changes, and other administrative changes in accordance with applicable law. This section is designed to set forth and clarify the County Manager's authority for departmental reorganizations (within and between departments), which authority may be supplemental to authorities set forth elsewhere in this Resolution.

The County Manager, or designee, may initiate or otherwise authorize the reorganization of any County department falling under the County Manager's ultimate supervision and control (including a consolidated human services agency to the extent allowed by N.C.G.S. § 153A-77). The County Manager's authority includes the ability to

reorganize departments even if such reorganization results in (i) the elimination of occupied or unoccupied position(s) within a department, and/or (ii) a change in the position classification for one or more employees. The County Manager must inform the Board of County Commissioners in writing at least 14 days prior to any reorganization which may cause a reduction in force (RIF). The administrative procedures for a RIF set forth in Article VII, Section 5 of this Resolution shall apply to any reorganization that results in the elimination of any occupied position and the termination of any employee. However, such RIF procedures shall not apply to any employee who is offered employment by another employer with whom the County has contracted to provide the same or similar services performed by the employee whose position is eliminated.

A departmental reorganization may have a direct impact on occupied positions and may result in classification changes for one or more employees. Changes may result in the reduction of an employee's overall compensation package in accordance with this Resolution and applicable law. This may include, but need not be limited to, compensation rate schedules, salary, and benefits. The rules concerning such reclassification and personnel changes are further set forth in Article III, Section 7 of this Resolution.

# **ARTICLE V**. CONDITIONS OF EMPLOYMENT

Revised 3.1.2010, February 18, 2013, June 19, 2023

SECTION 1

## General Policy of the County of Union

It is the general policy of the Union County Board of Commissioners that all employees shall have at least a high school education unless this qualification is waived through the job description for that position.

Acts committed while on duty or off duty considered conduct unbecoming to a public employee may be considered grounds for dismissal.

Any falsification of application, required forms such as driving record or information release forms, or other items containing misleading statements is cause for immediate dismissal.

SECTION 2

## Legal Offenses or Dishonorably Discharged

Revised June 19, 2023

Persons convicted of a felony or of a charge involving moral turpitude are not disqualified from applying to the County for employment. Neither are persons who received a less than honorable discharge by the armed forces of the United States. The circumstances surrounding the crime and conviction or discharge will be investigated. This information will be brought to the Manager's office and the Department Director, and the County Manager shall review the circumstances.

SECTION 3

## Gifts and Favors

No official or employee shall accept any personal gift, favor, or thing of value that may tend to influence that employee in the discharge of duties. No official or employee shall grant in the discharge of duties any improper favor, service, or thing of value.

In addition, employees who work in departments receiving federal grant funds or who assist in the selection process, the award, or the administration of contracts supported by federal grant funds, must comply with Addendum #2, Union County Code of Conduct for Contracts Supported by Federal Grant Funds, attached and incorporated herein by reference. Federal grant funds include federal grant funds that are passed through to the County as a grant from another agency (i.e. State agency).

SECTION 4

## Political Activity Restricted

Revised June 19, 2023

Every employee of Union County has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or affiliate with organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of political organizations in accordance with the Constitution and Laws of the State of North Carolina and by the Constitution and Laws of the United States of America. All employees shall be free from coercion for partisan political purposes. However, no employee of Union County shall:

a) Engage in any political or partisan activity while on duty;

b) Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;

c) Be required as a duty of employment or as a condition of employment, promotion, or tenure of office, to contribute funds for political or partisan purposes;

d) Coerce or compel contributions for political or partisan purposes by another employee of the County; or

e) Use funds, supplies, or equipment of the County for political or partisan purposes.

Employees subject to the State Human Resources Act and employees in certain federally aided programs are subject to the Hatch Act as amended in 1975. This federal act, in addition to prohibiting b, c, and d above, also prohibits candidacy for elective office in a partisan election.

SECTION 5

## Outside or Additional Employment

Revised June 19, 2023, June 16, 2026

The work of the County shall take precedence over the other occupational interests of full-time employees.

Any person in the full-time employ of the County that enters into a business or takes a second job shall inform his/her Department Director and the County Manager in writing. Activities shall not entail the occupation of time or effort while the employee is on duty for the County and no property of the County or property leased or rented by the County shall be used in these pursuits.

No person holding a County job ~~that requires a specialization or knowledge~~ can partake in a private business ~~where this knowledge and influence associated with their County~~or other job where the employee's position with the County could play a factor in the success of ~~this~~the endeavor or be used in the other job. No officers or employees of the County shall engage in any additional business or job that would involve their receiving funds remitted by the County of Union.

Conflicting outside employment that results in conduct unbecoming a public official may be deemed improper conduct and shall subject each employee to disciplinary action, up to, and including dismissal.

SECTION 6

## Dual Employment

Revised June 2, 2025, June 16, 2026

Persons employed by the County are hired by one particular department at an appropriate pay grade and salary. No employee will be permitted to perform services for additional compensation (or other benefits) for another department or the same department. Precinct workers for elections may be exempt from this Section ~~with prior approval from the County Manager~~. The standard payroll deductions will be taken from the precinct work compensation.

SECTION 7

## Delinquent Taxes

Taxes collected in Union County are used to fund the various offices and agencies that the County supports and administers. Any employee of the County of Union whose County ad valorem taxes are in arrears may be subject to dismissal. If any such dismissal occurs, arrangements for payment of overdue taxes will be made prior to issuance of employee's final check.

Persons being considered for employment by the County shall be required to sign a statement certifying that the County property taxes of said potential employee are paid up to date and that said taxes will not be allowed to become delinquent. Persons whose taxes are not up to date will not be considered for employment by the

County.

SECTION 8

## Bad Debts or Checks

Multiple instances of writing bad checks or failure to pay bills within a reasonable time on the part of County employees reflects adversely on the County and all County officials. Therefore, such financial undependability may result in suspension and/or discharge by the County Manager following a proper investigation of the circumstances.

SECTION 9

## Driving or Working under the Influence

Revised June 17, 2024

Persons employed by the County shall not, under any circumstances return to work, work or operate County owned, leased, or rented vehicles, or personal vehicles while on County business, while under the influence of drugs, including prescription drugs, if it is the opinion of a competent medical authority that driving ability is impaired by such substances.

County employees shall not report to work, work or operate County owned vehicles while under the influence of or with the smell of beer or other intoxicating beverages on their breath.

Employees suspected to be in violation of this Section shall be immediately reported to the County Manager who may suspend the suspected violator without pay, allowances or benefits, or place them on administrative leave, until an investigation is conducted. If it is determined that the employee is not in violation of this Section, the employee shall be returned to duty with no loss of remuneration or benefits. If the employee is found to be in violation of this Section, he/she shall be discharged for unacceptable personal conduct according to the procedures outlined in Article VIII, Section 2.2.

SECTION 10

## Limitation of Employment of Relatives

Revised December 16, 2005, June 2, 2025

The employment of close relatives within the same department or unit/section of a department, at the same time, may only occur upon approval of the County Manager, subject to the limitations further described in this paragraph. Two (2) members of an immediate family shall not be employed within the same department or unit/section of a department if such employment will result in one supervising a member of his/her immediate family, or where one member occupies a position, salary administration, and other related management or personnel considerations which could directly affect the other immediate family member.

As to elected officials, the County shall not employ any individual who is a member of the immediate family of an elected official. If a member of the immediate family of an elected official is already employed by the County prior to the election of such official, such individual shall be allowed to continue employment until separated from service by one of the means provided in Article VII, Section 1. Notwithstanding the foregoing, the Sheriff and Register of Deeds may hire their own relatives by blood or marriage of nearer kinship of first cousin upon approval by the Board of Commissioners pursuant to G.S. 153A-103.

For the purposes of this Section, elected officials shall be defined as a Union County Commissioner, the Union County Sheriff, and the Union County Register of Deeds. For the purposes of this Section, "immediate family" shall be defined as wife, husband, mother, father, guardian, son, daughter, brother, sister, grandchildren and grandparents, as well as the various combinations of half, step, in-law, and adopted relationships that can be derived from those named herewith.

SECTION 11

## Job Sharing

In special circumstances, the County Manager may approve a job sharing arrangement in which two employees share the duties and responsibilities of one job, with both employees working part-time/reduced schedules. Requirements for a job sharing arrangement are as follows:

- The nature of work is suitable to a job sharing arrangement;
- Although the County will provide assistance, the employee has primary responsibility for finding an employee-partner with whom to job share;
- Both employees desire a job sharing arrangement and are equally qualified to perform the job at hand;
- Both employees are accountable for performing the job to required standards, communicating with each other, and ensuring a "seamless" transition between "shifts;"
- Both employees take responsibility for not only their own performance, but also that of their job share "partner."

Depending on the number of hours worked, the employees' status may change to that of part-time, rather than full-time, employees. In that instance, the employees may lose their eligibility for standard benefits or may have their benefits prorated based on the number of hours normally worked. Each case will be evaluated on an individual basis.

If a long-term absence occurs due to illness, maternity leave, or other approved leave of absence, the other employee may cover the period of absence. If this is not acceptable to the other employee, then the vacancy may be filled on a temporary basis.

If either employee wishes to return to full-time employment at a time when the other portion of their job sharing position is not vacant, the individual must apply for and be the successful applicant for a posted position.

SECTION 12 (Added 11/04)

## Theft of County Property

Revised June 19, 2023, June 17, 2024

Department Directors shall report suspected theft of County property to the County Manager, or his or her Human Resources designee. The County Manager, or his or her Human Resources designee, shall report all occurrences of theft of County property to the Union County Sheriff's Office.

# **Article VI.** TIME AWAY FROM WORK

Revised December 15, 2008; July 20, 2009; June 21, 2021, June 19, 2023, June 17, 2024, June 2, 2025, June 16, 2026

SECTION 1
**Holidays**

**1.1 Purpose**

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

The County of Union observes the following standard holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Day (Third Monday in January)
President's Day (Third Monday in February)
Good Friday (Friday before Easter Sunday)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans' Day
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving
Christmas Eve
Christmas Day
The Day after Christmas

Generally, if a holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday and will be coordinated with federal, state and city holidays whenever possible as approved by the County Manager. The three Christmas holidays (Christmas Eve, Christmas Day, and the Day after Christmas) if multiple of these holidays fall on a Saturday or Sunday withing the same year, will be coordinated and observed in accordance with dates approved by the County Manager.

**1.2 Eligibility**

Holiday leave is earned and paid to eligible employees who are either a:

Full time employee, **OR**

Benefited part-time employee.

And who are currently:

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

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

### 1.3 Payment for Holiday Leave

a. Holidays are earned and paid as they occur.

b. Non-exempt employees required to work on an observed holiday will be paid the applicable holiday accrual rate, as set forth in Section 1.4, along with his/her regular rate of pay for work performed on the holiday.

c. Compensation will not be advanced for holiday leave.

d. Work performed by employees on a holiday must have Director approval (this excludes employees providing emergency response or departments that operate on a 24 hour schedule and require work on a holiday as part of the regular schedule).

e. Payment for a holiday will occur for retiring employees if the observed holiday immediately follows the employee's last physical day of work within the month of retirement.

### 1.4 Holiday Leave Accrual Rates

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

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

### 1.5 Floating Holiday

**a. Purpose**

The floating holiday provides eligible employees with the ability to celebrate and observe a holiday or event not officially observed by the County.

**b. Eligibility**

The floating holiday is earned by eligible employees who are either a:

Full-time employee, **OR**

Benefited part-time employee.

**c. Earning the Floating Holiday**

i. One floating holiday will be provided to each full-time and benefited part-time employee per year.

ii. The floating holiday will be accrued on November 1st of each year.

a. Only employees actively employed on November 1st will receive the floating holiday accrual.

b. Employees hired after November 1st will receive the floating holiday accrual the following year on November 1st.

c. Employees must use their floating holiday by the end of the pay period that includes October 31st of each year. All unused floating holidays will be forfeited.

iii. Pay in lieu of a floating holiday shall not be an option.

**d. Floating Holiday Accrual Rates**

The floating holiday will be accrued as outlined in Section 1.4.

**1.6 Requesting Use of the Floating Holiday**

a. Employees should request use of the floating holiday in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.

b. Supervisors are responsible for ensuring that the business needs of the department are met when considering the request. Supervisors will endeavor to respond to the employee's holiday leave request(s) within ten (10) calendar days of his/her request for use of the floating holiday.

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

**d.** The floating holiday shall be coordinated with other leave in accordance with Section 1.7.

**1.7 Coordination of Holiday Leave**

a. Holidays occurring during approved paid leave will be paid and recorded as holidays.

b. The floating holiday, vacation leave or compensatory time off may be used to account for a difference between the employee's holiday leave accrual rate and the employee's normal work schedule.

c. The floating holiday, vacation leave or compensatory time off may be used to account for an approved absence from a regular work schedule during periods of inclement weather as outlined in this Article.

d. An employee may request to use the floating holiday, vacation leave or compensatory time off for any (otherwise) unpaid leave for established religious holidays, for Parental Involvement in Schools, or Inactive/Active Duty Military Leave.

e. After having used all eligible sick leave an employee may request to use the floating holiday, vacation leave or compensatory time off for a qualified sick leave event under this Article OR a qualified Family and Medical Leave (FML) event.

f. If a holiday occurs during an employee's full week of FML, then FML will apply to the holiday as well.

**1.8 Final Disposition of the Floating Holiday**

Floating holiday accruals are forfeited in accordance with Section 1.5 of this article and are not subject to pay out at the time of separation of employment.

SECTION 2
**Religious Holiday Leave**
Revised June 19, 2023

### 2.1 Purpose

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

### 2.2 Eligibility

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

### 2.3 Requesting Use of Religious Holiday Leave

a. Employees should request leave in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.

b. Supervisors are responsible for ensuring that the business needs of the department are met when considering the request and determining if the employee's absence would cause undue hardship in conducting departmental business. Supervisors will endeavor to respond to the employee's leave request(s) within ten (10) calendar days of his/her request for use of religious holiday leave.

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

### 2.4 Coordination of Religious Holiday Leave

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

SECTION 3
**Vacation Leave**
Revised June 19, 2023, June 16, 2026

### 3.1 Purpose

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

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

### 3.2 Eligibility

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

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

And who are currently:

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

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

### 3.3 Manner of Vacation Leave Accumulation

a. For the purpose of earning vacation leave, the twelve (12) month period between January 1 and December 31 is established as the leave year.

b. The monthly amount earned is equal to one-twelfth of the annual rate for each month the employee works or is on approved leave with pay.

c. Eligible employees who are on pay status the 15th day of the month shall earn a vacation leave benefit for that month.

d. Credit for years of aggregate covered service is given beginning the first day of the pay period following the pay period of the employee's anniversary date.

**Full Time Employees**

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

**Benefited Part-Time Employees**

Vacation leave is earned on a schedule based upon the length of aggregate covered service paid into the Local Governmental Employee's Retirement System or the Law Enforcement Retirement System and the percentage of a full-time equivalency (FTE) associated with the position.

### 3.4 Maximum Vacation Leave Accumulation

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

### 3.5 Vacation Leave Accrual Rates

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

| Hours Worked Annually | % of Standard | Years of Aggregate Covered Service | Hours Granted Each Year | Hours Granted Each Month | Maximum Hours for Roll-Over |
|---|---|---|---|---|---|
| 2080 | Standard | Less than 2 years | 96 | 8 | 240 |
| 2080 | Standard | 2 but less than 5 years | 112 | 9.3 | 240 |
| 2080 | Standard | 5 but less than 10 years | 136 | 11.3 | 240 |
| 2080 | Standard | 10 but less than 15 years | 160 | 13.3 | 240 |
| 2080 | Standard | 15 but less than 20 years | 184 | 15.3 | 240 |
| 2080 | Standard | 20 years or more | 208 | 17.3 | 240 |
| 2184 | 105% | Less than 2 years | 101 | 8.4 | 252 |

| | | | | | |
|---|---|---|---|---|---|
| 2184 | 105% | 2 but less than 5 years | 118 | 9.8 | 252 |
| 2184 | 105% | 5 but less than 10 years | 143 | 11.9 | 252 |
| 2184 | 105% | 10 but less than 15 years | 168 | 14 | 252 |
| 2184 | 105% | 15 but less than 20 years | 193 | 16.1 | 252 |
| 2184 | 105% | 20 years or more | 219 | 18.2 | 252 |

| | | | | | |
|---|---|---|---|---|---|
| 1768 | 85% | Less than 2 years | 82 | 6.8 | 204 |
| 1768 | 85% | 2 but less than 5 years | 95 | 7.9 | 204 |
| 1768 | 85% | 5 but less than 10 years | 116 | 9.7 | 204 |
| 1768 | 85% | 10 but less than 15 years | 136 | 11.3 | 204 |
| 1768 | 85% | 15 but less than 20 years | 156 | 13 | 204 |
| 1768 | 85% | 20 years or more | 177 | 14.8 | 204 |

| | | | | | |
|---|---|---|---|---|---|
| 1560 | 75% | Less than 2 years | 72 | 6 | 180 |
| 1560 | 75% | 2 but less than 5 years | 84 | 7 | 180 |
| 1560 | 75% | 5 but less than 10 years | 102 | 8.5 | 180 |
| 1560 | 75% | 10 but less than 15 years | 120 | 10 | 180 |
| 1560 | 75% | 15 but less than 20 years | 138 | 11.5 | 180 |
| 1560 | 75% | 20 years or more | 156 | 13 | 180 |

| Hours Worked Annually | % of Standard | Years of Aggregate Covered Service | Hours Granted Each Year | Hours Granted Each Month | Maximum Hours for Roll-Over |
|---|---|---|---|---|---|
| 1325 | 65% | Less than 2 years | 62 | 5.2 | 156 |
| 1325 | 65% | 2 but less than 5 years | 73 | 6.1 | 156 |
| 1325 | 65% | 5 but less than 10 years | 88 | 7.3 | 156 |
| 1325 | 65% | 10 but less than 15 years | 104 | 8.6 | 156 |
| 1325 | 65% | 15 but less than 20 years | 120 | 10 | 156 |
| 1325 | 65% | 20 years or more | 136 | 11.3 | 156 |

| | | | | | |
|---|---|---|---|---|---|
| 1144 | 55% | Less than 2 years | 53 | 4.4 | 132 |
| 1144 | 55% | 2 but less than 5 years | 60 | 5 | 132 |
| 1144 | 55% | 5 but less than 10 years | 75 | 6.3 | 132 |
| 1144 | 55% | 10 but less than 15 years | 88 | 7.3 | 132 |
| 1144 | 55% | 15 but less than 20 years | 101 | 8.4 | 132 |
| 1144 | 55% | 20 years or more | 114 | 9.5 | 132 |

**3.6 Transfer Credits**

a. Eligible employees shall have the aggregate number of service years paid into the Local Governmental Employee's Retirement System ~~or the Law Enforcement Retirement System~~ credited toward the County's schedule for determining vacation rates.

b. Credit shall not be given for the actual days of vacation earned at any other unit of North Carolina local, municipal, or state government.

c. Vacation accrual rates or accrued vacation time will not be affected when employees transfer between departments within Union County Government.

**3.7 Requesting Use of Vacation Leave**

a. It is the joint responsibility of the department and the employee to ensure that vacation leave is

scheduled and taken at a mutually agreeable time. Employees should request vacation time in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.

b. Supervisors are responsible for ensuring that the business needs of the department are met when considering the request. Supervisors shall use discretion in scheduling vacation, based on the occurrence of peak workload periods, employee's length of service and other factors relevant to the operation of the department and the personal circumstances of the employee. Supervisors will endeavor to respond to the employee's vacation leave request(s) within ten (10) calendar days of his/her request(s) for use of vacation.

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

d. Vacation leave may be requested by eligible employees after satisfactorily completing three (3) months of initial service subject to the prior approval of the immediate supervisor.

e. Employees are cautioned not to retain excess accumulation of accrued vacation leave until late in the "Leave Year" due to the necessity to keep all County functions in operation. If an employee has excess leave accumulation during the latter part of the leave year and is unable to take such leave

because of staffing demands, the employee shall receive no special consideration either in having accrued vacation leave approved or in receiving any exception to the maximum accumulation.

**3.8 Coordination of Vacation Leave**

a. Pay in lieu of vacation shall not be an option.

b. The County does not advance vacation time. Employees must have earned vacation leave ~~before~~as of the day of use in order for the leave ~~may~~to be used.

c. Vacation leave used to complete a two-week resignation after the last day of actual work may not be approved in light of the work needs, training availability, and transition duties of an exiting employee, in the discretion of their supervisor.

d. If an employee is on vacation and becomes hurt or ill, that person may exercise the option to use sick time; the Department Director may request medical verification.

e. Holidays occurring during vacation leave will be paid and recorded as holidays.

f. The floating holiday, vacation leave or compensatory time off may be used to account for an approved absence from a regular work schedule during periods of inclement weather as outlined in this Article.

g. An employee may request to use the floating holiday, vacation leave or compensatory time off for any (otherwise) unpaid leave for established religious holidays, for Parental Involvement in Schools, or Inactive/Active Duty Military Leave.

h. After having used all eligible sick leave, an employee may request to use the floating holiday, vacation leave or compensatory time off for a qualified sick leave event under this Article OR a qualified Family and Medical Leave (FML) event.

**3.9 Final Disposition of Vacation Leave Benefits**

a. Individuals who separate from employment without failure in performance of duties or personal conduct shall be paid a lump sum payment for unused vacation leave at the time of separation. The separation must be due to resignation, after having given and worked a two-week notice (if required),

reduction-in-force, service or disability retirement.

b. An employee shall not receive a lump sum payment for vacation leave if each of the following conditions occurs: (1) The employee's separation results from dissolution of a County department by the Board of County Commissioners; (2) The Board contracts with another entity for provision of that department's services; (3) The Board, through contractual provision, requires such entity to offer employment to employees of the dissolved department and to accept transfer of their accrued vacation; and (4) The employee accepts such employment. In this event, the employee's accrued vacation leave will transfer to the new service provider.

c. Upon an employee's death, a sum equal to all unused vacation leave shall be paid to their estate.

SECTION 4

## Sick Leave

Revised June 19, 2023, June 16, 2026

### 4.1 Purpose

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

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

### 4.2 Eligibility

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

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

And who are currently:

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

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

### 4.3 Manner of Sick Leave Accumulation

a. For the purpose of earning sick leave, the twelve (12) month period between January 1 and December 31 is established as the leave year.

b. Eligible employees who are on pay status the 15th day of the month shall earn a sick leave benefit for that month.

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

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

### 4.4 Maximum Sick Leave Accumulation

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

### 4.5 Sick Leave Accrual Rates

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

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

### 4.6 Sick Leave Transfer from Other Agencies

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

a. Verification of unused sick leave must be received in writing by Union County directly from the previous jurisdiction.

b. The total balance of unused sick leave from the NC local or state government employer of the transferring employee will be verified and recorded by Union County at the time of employment.

c. Upon the request of the employee, up to twelve (12) sick leave days, at the employee's current rate of accrual, will be transferred and added to the employee's active sick leave balance after completion of the initial six (6) month probationary period.

d. The remaining balance of prior unused sick leave documented at the time of employment will be recorded in the employee's permanent personnel file. On the fifth anniversary of employment with Union County, the employee may request that the remaining balance of prior unused sick leave be added to their active sick leave balance.

### 4.7 Coordination of Sick Leave

a. Payment for sick leave hours in excess of the employee's scheduled work hours shall not be an option. Sick leave is authorized only for the time off that would fall on a scheduled workday.

b. Pay in lieu of sick leave shall not be an option.

c. The County does not advance sick leave. Employees must have earned sick leave as of the day of use in order for the leave to be used.

d. After having used all eligible sick leave an employee may request to use the floating holiday, vacation leave or compensatory time off.

e. Sick leave cannot be used for vacation purposes. However, sick leave may be used if an employee becomes ill while on vacation leave. A doctor's statement, certifying the dates of illness, will be required in order to make this change upon return to work.

f. Sick leave used during a vacation leave period does not extend the length of previously authorized vacation leave.

### 4.8 Requesting Use of Sick Leave

a. Employees must receive approval from their supervisors to charge absences against accumulated sick leave. To use sick leave, an employee is required:

   1) To give at least 30 days advance notice of foreseeable medical needs (e.g., a planned medical treatment) whenever possible to give supervisors maximum opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.

   2) To notify the appropriate supervisor or their designee of any unplanned sick leave event, as outlined in this Section, for which the employee will be absent from work, consistent with department or agency guidelines for such notification.

b. In the absence of any formal department or agency guideline for notification of an unplanned sick leave event, the employee is required to provide notice of an absence from work due to an unplanned Sick leave event no later than 30 minutes after reporting time of the first full day that the absence occurs. The employee shall notify the supervisor of the nature of the circumstances bringing about the absence and anticipated length of the absence to allow time to reassign specific duties during the employee's absence. Failure to make this notification to the appropriate supervisor or their designee may prohibit the use of sick leave.

c. In the case of emergency circumstances, it is the responsibility of the employee to notify his/her immediate supervisor as soon as possible.

d. The employee may be required to provide their supervisor a physician's certification acceptable to the County for the purpose of supporting sick leave use, its continuance, or the employee's ability to return to work.

e. If the absence exceeds three (3) consecutive workdays, the employee is required to submit a FML Request Form to their immediate supervisor. (Administrative Note: The FML Employer Response Form must be completed and returned to the employee within two (2) business days.)

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

### 4.9 Use of Sick Leave

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

a. Illness or injury of the employee that prevents the employee from performing the essential functions of his /her job.

b. Appointment for medical or dental examination or treatment when such appointment cannot reasonably be scheduled before or after scheduled work hours or on a day off.

c. Quarantine due to a contagious disease in the employee's immediate family, or exposure to a contagious disease when continuous work might jeopardize the health of others.

d. Caring for members of immediate family during periods of illness, injury or medical/dental appointments. For purposes of this Section, the employee's "immediate family" is defined as the employee's spouse, dependent children, or parents.

e. The actual period of temporary disability caused or contributed by pregnancy to include: prenatal care, pregnancy related illness, miscarriage, childbirth, and recovery.

f. For the placement with the employee of a son or daughter for adoption or foster care.

g. Bereavement

   i. An employee shall be permitted to use not more than five days of sick leave when an absence is required due to the death of the employee's spouse, parent, child, brother, sister, grandparent, grandparent-in-law, parent-in-law, sister-in-law, brother-in-law, stepparent, step- child, son-in-law, daughter-in-law, grandchild, foster parent, or legal guardian. Employees may be requested to provide proof of relationship or guardianship.

   ii. An employee shall be permitted to use not more than one day of sick leave for bereavement or funeral attendance due to the death of an extended family member or close personal friend.

   iii. The floating holiday, vacation leave or compensatory time off may be requested for any additional bereavement time off other than as outlined above.

   iv. The employee shall provide notice to the immediate supervisor as to the need for and likely length of any such bereavement leave.

   v. The employee may be required to provide their supervisor adequate proof of the death (e.g. a newspaper obituary).

### 4.10 Sick Leave Abuse

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

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

b. Supervisors should periodically analyze attendance records for evidence of possible abuse (e.g., patterns of unplanned absences such as frequent absences on Fridays/Mondays, seasonal absences, absences when a vacation request has been denied).

c. Sick leave should be denied when there is evidence or reason to believe abuse has occurred until or unless the employee provides satisfactory evidence of legitimate use of sick leave.

d. Abuse of sick leave is subject to the disciplinary provisions of this resolution.

### 4.11 Final Disposition of Sick Leave Benefits

a. No employee shall be paid for any accrued or unused sick leave at the time of separation from service.

b. Employees who are separated from service and are subsequently re-employed with Union County within a three (3) year period and who are otherwise eligible, shall have their unused sick leave balance reinstated.

SECTION 5

## Voluntary Shared Leave

Revised September 16, 2014, June 21, 2021, June 19, 2023, June 16, 2026

### 5.1 Purpose

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

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

### 5.2 Eligibility

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

1) Full time employee, **OR**

2) Benefited part-time employee.

And who are currently:

3) On a pay for work status,

4) On a paid leave status, **OR**

5) On Family and Medical Leave.

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

### 5.3 Qualifying Conditions

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

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

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

**Birth of a Child:** The period of actual physical disability as a result of pregnancy and childbirth, as

certified by a physician, is a condition covered by this policy. Eligibility also may be extended for complications related to the pregnancy and delivery. Both parents are eligible for Shared Leave for the period of disability of the mother~~, and the~~ to the extent other leave, including Paid Parental Leave, has been exhausted. The physician's statement must specify the anticipated period of disability.

**NOTE:** Although an employee may receive up to 12 weeks of Family and Medical Leave for birth, adoption or foster care placement, only the period of actual physical disability as a result of pregnancy or childbirth is covered under the Voluntary Shared Leave Policy. The additional "bonding time" allowed under FMLA is not eligible for Shared Leave coverage.

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

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

**5.4 Shared Leave Use**

a. The number of Shared Leave hours an employee can receive is equal to the projected recovery or treatment period, less the employee's combined holiday, vacation, sick leave and compensatory time balances as of the beginning of the recovery or treatment period. If applicable, Paid Parental Leave must be used prior to Shared Leave.

b. Program participation is limited to a lifetime maximum of 480 hours (pro-rated for benefited part-time employees) and a per-leave-event minimum of 80 hours (pro-rated for benefited part-time employees).

c. The employee must exhaust all accrued compensatory time, the floating holiday, vacation, paid parental leave (if applicable) and sick leave balances before using any donated Shared Leave.

d. Because an employee remains in pay status while on Shared Leave, he/she continues to accrue vacation and sick leave provided he/she remains in pay status on the 15th day of the month. This leave must be exhausted as it is earned.

e. During and after the Shared Leave period:

- Leave transferred under this program is available for use on a current basis or may be retroactive for up to 30 calendar days from the date the recipient's application is qualified by the Shared Leave Committee.
- Donated leave cannot replace leave already used by the employee.
- Each Department is responsible for initiating personnel actions when a Shared Leave recipient exhausts all forms of paid leave and Family and Medical Leave.

f. Shared Leave shall not be used on an intermittent basis.

g. If an employee's actual recovery or treatment period is less than the projected recovery or treatment period, and any donated Shared Leave remains in the employee's leave account, then the remaining Shared Leave shall revert to the donors of the Shared Leave pursuant to Section 5.6 of this Article.

### 5.5 Application for Shared Leave

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

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

In order to apply for Shared Leave:

1. The employee must complete and submit to his/her immediate supervisor for review:
    - a "Request for Shared Leave Form",
        - Included with the Request for Shared Leave Form, the employee must provide a list of all verbal warnings, written warnings, and letters of concern issued to them within the past five (5) years regarding the abuse of sick leave.
    - a "Family Medical Leave Request Form," and
    - a "Certification of Health Care Provider Form" completed and signed by a health care provider.

2. The employee's immediate supervisor must:
    - ~~Verify that the medical leave request is qualified under the Family and Medical Leave Act.~~
    - Verify all verbal warnings, written warnings, and letters of concern regarding abuse of sick leave that were issued to the employee within the past five (5) years.
    - Verify improvement by the employee in managing sick leave usage after having received a verbal warning, written warning, or letter of concern.
    - Complete the "Request for Shared Leave Form for Immediate Supervisor."
    - Review all forms of paid leave available to the employee and verify on the "Request for Shared Leave Form" the amount of Shared Leave needed to fulfill the employee's request.
    - ~~Obtain a completed "Shared Leave Form for Department Director" from the employee's Department Director, whichever is applicable.~~
    - Forward the employee's "Request for Shared Leave Form", the "Shared Leave Form for Immediate Supervisor", ~~the "Shared Leave Form for Department Director,"~~ and all required supporting documents to the FML Coordinator for Shared Leave Committee action.

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

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

If the employee's Shared Leave Request is denied and the employee's circumstances change from those circumstances under which the Shared Leave Request was originally submitted, the employee may reapply for Shared Leave.

### 5.6 Maximum Limit of Shared Leave Donation

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

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

**5.7 Donating Shared Leave**

Employees donating leave shall have the complete understanding that once donated, their leave will be deducted from the specified leave account.

Compensation will not be provided in exchange for donated leave.

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

To donate leave for an employee's Shared Leave Request the donating employee must complete the "Donation of Shared Leave Form" and submit it to the Human Resources Office for processing.

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

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

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

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

**5.8 Shared Leave Committee**

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

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

1. Does a prolonged medical condition exist?

~~2. Does a physical disability exist as a result of pregnancy and childbirth?~~

2. ~~3.~~ Has the employee exhausted all available forms of paid leave?

3. ~~4.~~ Will the circumstances otherwise force the employee to be placed on Family and Medical Leave without pay status or lose employment?

4. ~~5.~~ Has the employee's immediate supervisor reviewed the request and supporting documents?

5. ~~6.~~ Has the employee made a concerted effort to avoid a leave without pay situation?

6. ~~7.~~ Has documentation of a true impending hardship been provided?

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

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

SECTION 6

## Family and Medical Leave Policy

Revised April 6, 2009, June 19, 2023, June 16, 2026

### 6.1 Purpose

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

### 6.2 Eligibility

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

(1) Have been employed by Union County for at least 12 months; and

(2) Have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

### 6.3 Manner of Accumulation

**Family and Medical Leave**

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

**Military Family Leave**

**Care Giver Leave**

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

**Qualifying Exigency Leave**

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

### 6.4 Qualifying Reasons for Family and Medical Leave

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

1) The birth of a son or daughter, and to care for the newborn child;

2) The placement with the employee of a son or daughter for adoption or foster care;

3) The care of an employee's spouse, son, daughter, or parent with a serious health condition; or

4) A serious health condition that makes the employee unable to perform the essential functions of the employee's job.

### 6.5 Qualifying Reasons for Military Family Leave

Military Family Leave shall be granted for the following reasons:

1) The care of a spouse, son, daughter, parent or next of kin who is a military service member recovering from a serious illness or injury sustained in the line of active duty. Up to 26 weeks may be granted.

2) Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Up to 12 weeks may be granted.

### 6.6 Requesting Use of Family and Medical or Military Family Leave

Pursuant to this Article, it is the duty of each employee to indicate the nature of circumstances bringing about an absence from work. If the absence exceeds three (3) consecutive workdays, the employee is required to submit a FML Request Form to their immediate supervisor. (Administrative Note: The FML Employer Response Form must be completed and returned to the employee within five (5) business days.)

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

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

Unplanned
In cases when circumstances do not permit a thirty (30) day notification, the employee must follow the departmental or County reporting to work policy, whichever is applicable, and provide at least verbal notification to the immediate supervisor of when the need for leave becomes known to the employee. The notice shall be sufficient to make the immediate supervisor aware that the employee needs FML-qualifying leave, and the anticipated timing and duration of the leave.

### 6.7 Health Care Provider's Certification for Medical Leave

The Certification of Health Care Provider Form for the employee's or family member's serious health condition must be submitted to the employee's immediate supervisor within fifteen (15) calendar days of the request for verification on a form prescribed by the County.

In cases of an employee's serious health condition, it is important for the Health Care Provider to be familiar with the tasks and physical requirements of the employee's work in order to give specific feedback on the employee's ability to perform essential functions of the job. At the time Medical Leave is requested, the immediate supervisor shall provide the employee with both a copy of his/her job description and the Certification of Health Care Provider Form.

The County may require re-certification if:

1) Circumstances or length of requested leave described by the original certification have changed significantly,

2) The County receives information that casts doubt upon the continuing validity of the certification.

### 6.8 Coordination of Leave

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

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

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

### 6.9 Maternity

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

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

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

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

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

### 6.10 Returning to Work

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

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

### 6.11 Failure to Return to Work

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

If an employee fails to return to work for at least 30 days after the employee's leave entitlement has been exhausted or expires, the employee shall reimburse the County for the monthly health insurance premiums paid, unless the reason the employee does not return is due to:

(1) The continuation, recurrence, or onset of a serious health condition which would entitle the employee leave under FMLA; or

(2) Other circumstances beyond the employee's control.

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

SECTION 7

## Paid Parental Leave

Added 6.21.2021

### 7.1 Purpose

Preparing for the arrival of a new child is an exciting time and affects employees' personal and professional lives. Union County empowers employees to make the most of this time by offering Paid Parental Leave. Paid Parental Leave offers employees the opportunity to bond with their new child, adjust to their new situation, and balance both personal and professional obligations while receiving base compensation.

### 7.2 Eligibility

To be eligible for leave under this Section, the employee must also be an eligible employee under the Family Medical Leave Act (FMLA) and on approved Family Medical Leave (FML), in accordance with Section 6 of this Article.

Paid Parental Leave requests may be approved for the following qualifying reasons:

1) The birth of a son or daughter, and to care for the newborn child; or
2) The placement with the employee of a son or daughter for adoption or foster care.

### 7.3 Coordination of Paid Parental Leave

a. Paid Parental Leave must be used within 12 months following the event, triggering a qualifying reason for Paid Parental Leave eligibility.

b. The employee must utilize FML concurrently with Paid Parental Leave.

c. If both parents of the same son or daughter work for the County, and both wish to use Paid Parental Leave due to the same event ("same event" includes the treatment of multiple children's births or adoptions/placements as one event as noted in Section 7.5 below) triggering a qualifying reason for Paid Parental Leave Eligibility, the parents will share in the maximum leave entitlement. That is the 8 week maximum amount of Paid Parental Leave eligibility is available to both parents cumulatively~~,~~; each parent does not receive 8 weeks separately of such leave.

d. Paid Parental Leave may not be taken on an intermittent schedule.

e. The employee's County-paid insurance benefits will continue during Paid Parental Leave along with accrual of vacation and sick leave.

f. If a County holiday occurs while the employee is on Paid Parental Leave, the day will be charged to holiday pay; however, such holiday pay will not extend the maximum leave entitlement.

g. Paid Parental Leave may not be paid concurrently with any other type of paid leave.

### 7.4 Coordination with the FMLA

Time taken away from work due to the birth of a child to care for the newborn child of the employee, or legal placement of a child with the employee for adoption or foster care, shall be designated as qualified medical leave for eligible employees under the FMLA.

The rolling 12-week Family and Medical Leave entitlement of eligible employees shall be reduced concurrently by the amount of all Paid Parental Leave taken.

### 7.5 Requesting Use of Paid Parental Leave

Eligible employees may request up to 8 weeks of Paid Parental Leave within a rolling 12-month period. Paid Parental Leave may be denied, or the approved amount may be less than the maximum leave entitlement, if the employee has previously used Family Medical Leave within the rolling 12-month period and has less Family Medical Leave remaining than the potential full entitlement amount of Paid Parental Leave that otherwise could be taken.

Eligible employees may request Paid Parental Leave for one birth, adoption, or placement event per rolling 12-month period. Additionally, the birth, adoption, or foster care placement of multiple children that are part of the same birth or placement event does not increase the maximum leave entitlement of Paid Parental Leave (e.g. twins, adoption of more than child, etc.). The total amount of Paid Parental Leave granted for multiple children in the same event will be a maximum of 8 weeks.

The request for Paid Parental Leave and supporting documentation should be provided at least thirty (30) days in advance of the date of birth, adoption, or placement of the child. In the event the need for Parental Paid Leave is not foreseeable, the employee must give notice of the need for leave as soon as practicable. Supporting documentation includes, but is not limited to, the required documentation submitted under FMLA.

### 7.6 Use of Paid Parental Leave

The use of Paid Parental Leave shall be reported separately from all other paid leave. Employees and supervisors are responsible for the timely and accurate reporting of Paid Parental Leave and concurrent Family Medical Leave on the employee's electronic time record.

### 7.7 Final Disposition of Paid Parental Leave

At the conclusion of the 12-month period following the qualifying reason, any balance of unused Paid Parental Leave shall permanently expire and is not available for future use. Pay in lieu of Paid Parental Leave shall not be an option. No employee shall be paid for any unused Paid Parental Leave at the time of separation from service, nor is unused Paid Parental Leave transferable to other local or state government entities. Paid parental leave from other local or state government entities (or any other

entities) is not transferable to use with Union County.

SECTION 8
**Workers' Compensation**
Revised July 25, 2005, June 19, 2023

### 8.1 Purpose

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

### 8.2 Medical Treatment

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

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

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

### 8.3 Wage Replacement

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

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

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

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

After the initial seven-day waiting period, if an employee is released by the treating physician to return to work, the employee may seek necessary intermittent, follow-up medical care for an on the job injury or disease during scheduled work time. The employee shall notify their supervisor on the day a medical or physical therapy appointment is scheduled. Every effort should be made by the employee to schedule

appointments that do not unduly disrupt the productive work of the department.

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

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

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

**8.4 Coordination with the FMLA**

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

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

**8.5 Temporary Light Work Assignments**

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

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

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

b. The employee's regular work unit shall attempt to provide a work assignment within the physical limitations described by the authorized treating physician.

c. If the regular work unit is unable to assign suitable work, Risk Management will be contacted to determine if there are suitable work assignments in other work units. If so, the employee may be temporarily assigned to the other work unit. The employee's time sheet will be maintained by his/her regular work unit and coded "MDWC" (Medical Disability Worker's Compensation) and his/her paycheck will continue to be distributed to his/her regular work unit.

d. The employee continues on his/her regular pay status during the light duty period. The employee's wage and benefit costs continue to be charged in his/her permanent work unit and coded "MDWC" even though he/she may be temporarily assigned to another work unit for light duty work.

e. If the employee refuses the light duty position, he/she will no longer qualify for indemnity payments from workers' compensation. The employee may not use accrued paid benefit leave if a light duty position has been offered and rejected. An employee is considered to be on a leave without pay status beginning with the first day the light duty position is rejected until the date they are released to return to work by the treating physician. Unpaid Family and Medical leave shall continue to run concurrently with the workers' compensation leave without pay status until either the employee is able to return to the same or substantially equivalent job or until the 12-week Family and Medical Leave entitlement is exhausted.

f. Upon release to regular work without restrictions, the employee will be returned to his/her permanent work unit and his/her regular job.

g. Use of temporary light work assignments is not intended to include other sickness or injury experienced away from work by the employee.

h. Each Department Director shall be responsible for the review and coordination/ implementation of temporary light work assignments.

SECTION 9
**Leave Without Pay (Non FMLA)**
Revised June 19, 2023

### 9.1 Purpose

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

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

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

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

### 9.2 Eligibility

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

### 9.3 Coordination of Leave

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

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

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

SECTION 10
**Severe Weather and Emergency Conditions**
Revised 3.16.20, June 19, 2023, June 16, 2026

**10.1 Purpose**

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

**10.2 Announcements and Notifications**

a. When conditions warrant, the County Manager will determine and announce all decisions to close, delay, or cancel activities of the County.

b. When the County's schedule is altered, operational status will be ~~available through news media outlets, the Union County Government Center main telephone number~~communicated through various communication methods, which may include UC Staff Alert's (text message and email), intranet, and via the Internet.

c. If severe weather or emergency conditions develop during the day, employees will be notified of closings through normal supervisory channels.

**10.3 Reporting For Work**

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

Essential Employees are expected to report for work on their regular schedule in spite of any closing, delay, or cancellation. Generally, these employees hold positions designated as "required for the essential operations of the County." The County Manager has the authority to determine which of the County's employees are Essential Employees based upon the type of response required.

Type 1 Events (e.g. weather related events): essential County operations may include the Sheriff's Office and Jail, Emergency Communications, Transportation Administration, Emergency Management, Fire Marshal, Social Services Emergency Sheltering, Water and Wastewater Field Operations, Property Management, Fleet Services, and any other operations the County Manager reasonably determines are necessary to continue the essential operations of the County.

Type 2 Events (e.g. infectious disease events): essential County operations may include the Sheriff's Office and Jail, Emergency Communications, Transportation Administration, Emergency Management, Fire Marshal, Social Services Emergency Sheltering, Water and Wastewater Field Operations, Property Management, Fleet Services, Information Systems, Payroll, Accounts Payable, Public Health Administration and Management, and any other operations the County Manager reasonably determines are necessary to continue the essential operations of the County.

Non-Essential Employees whose presence is not generally required for the essential operations of the County are excused from reporting during an official closing, delay, or cancellation unless they are notified by an appropriate supervisor that they must report for work to support the necessary operations

of County Government in spite of the closing, delay, or cancellation of other activities. Such determinations and notifications are made on a situation-specific basis. Employees are responsible for ensuring they can be
reached via valid contact information.

**10.4 Compensation and Recording Keeping**

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

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

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

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

b. Employees with approved vacation or sick leave during an inclement weather event will not receive inclement weather pay.

**10.5 Inclement Weather Conditions**

a. Employees who do not report to work during periods of inclement weather, when County departments and agencies are operating under a normal work schedule, must account for the absence by using the floating holiday, vacation leave or compensatory time off equal to the scheduled workday. In the absence of any formal department or agency guideline for notification of an unplanned leave event, the employee is required to provide notice of an absence from work no later than 30 minutes after reporting time.

b. The County acknowledges that departments may allow employees to work a flexible schedule. However, when the County is operating on a delayed opening schedule, all flexible scheduling is suspended. Non-essential employees shall report for work during the hours designated by the County Manager.

c. If an employee desires to leave work early due to inclement weather conditions, approval must first be obtained from the supervisor prior to leaving the assigned workstation. The employee must account for the absence by using the floating holiday, vacation leave or compensatory time off equal to the number of hours not worked in the scheduled workday.

**10.6 Emergency, Exigent, and Other Circumstances Leave and Work Arrangements**

The County Manager shall have the ability to: (i) grant additional employee leave, including implementing rules, exceptions, and procedures for eligibility, rate, use, and coordination of any such leave; and (ii) allow for flexible work scheduling, remote working, tele-commuting, staggered shifts, and other working arrangements, if the County Manager determines one of the following exists:

1) A federal, state, or local state of emergency applicable to Union County has been

declared;

2) Exigent or emerging circumstances affecting Union County employees or employment working conditions or arrangements; or
3) Upon other good and reasonable cause.

SECTION 11
**Civil Leave**
Revised June 19, 2023

**11.1 Purpose**

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

**11.2 Eligibility**

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

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

**11.3 Work Related Legal Proceedings**

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

**11.4 Non-Work Related Legal Proceedings**

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

**11.5 Requesting Use of Civil Leave**

Employee Responsibilities

a. Employees are responsible for giving as much notice as possible to their supervisors in advance of the appearance date required by a summons to jury duty.

b. Employees are responsible for providing appropriate documentation as directed by their supervisors concerning events and travel time needed.

c. Employees whose duties under civil leave conclude in time to complete a work shift should either return to work or request approval to charge the remainder of the shift to an appropriate paid leave type such as the floating holiday, vacation leave or compensatory time.

Employer Responsibilities

a. Supervisors are responsible for permitting employees to use leave in accordance with this Section and for establishing appropriate practices for verifying the reasons for use of civil leave.

b. Whenever possible, agencies should reschedule employees who regularly work an evening or night shift to a day shift schedule during the periods when they are required to appear in legal proceedings.

**11.6 Coordination of Civil Leave**

a. The employee is entitled to his/her regular compensation plus any compensation received for jury

duty.

b. The employee must turn over to the County any witness fees or travel allowance awarded for court appearances in connection with official duties.

SECTION 12
**Blood Donation Leave**
Revised June 19, 2023, June 17, 2024

**12.1 Purpose**

Union County encourages the donation of blood to the American Red Cross, blood banks, and to hospitals.

**12.2 Eligibility**

Full-time and benefited part-time employees.

**12.3 Leave Rate**

Up to three (3) paid hours of leave once every two (2) months may be granted.

**12.4 Requesting Use of Blood Donation Leave**

This leave may be approved by the supervisor or Department Director providing it does not cause disruption of work in the unit or department.

**12.5 Coordination of Blood Donation Leave**

a. Blood donation leave may only be granted for donating blood.

b. While the County supports other medical donations, those requiring more time than allowed above will require the employee to use accumulated sick leave, the floating holiday, vacation leave or compensatory time off.

SECTION 13
**Leave for Parental Involvement in Schools**
Revised June 19, 2023

**13.1 Purpose**

Parent involvement is an essential component of school success and positive student outcomes. §N.C.G.S. 95-28.3 establishes this leave, so that employees may attend or otherwise be involved at his/her child's school.

**13.2 Eligibility**

Any employee who is a parent, guardian, or person standing in loco parentis of a school-aged child.

**13.3 Leave Rate**

Up to four (4) unpaid hours of leave per child may be granted each school year.

**13.4 Requesting Use of Parental Involvement in Schools Leave**

For the purpose of this Section, "school" means any (i) public school, (ii) private church school, church of religious charter, or nonpublic school described in Parts 1 and 2 of Article 39 of Chapter 115C of the General Statutes that regularly provides a course of grade school instruction, (iii) preschool, and (iv) childcare facility as defined in G.S. 110-86(3).

a. Leave for Parental Involvement in Schools under this Section is subject to the following conditions:

   1) The leave shall be at a mutually agreed-upon time between the supervisor and the employee.

   2) The employee should provide his/her immediate supervisor with a written request for the leave at least 48 hours before the time desired for the leave.

   3) The employee may be required to provide written verification from the child's school that the employee attended and was otherwise involved at that school during the time of the leave.

b. Supervisors shall not take an adverse employment action against an employee who requests or is granted leave under this Section.

### 13.5 Coordination of Parental Involvement in Schools Leave

An employee may request to use the floating holiday, vacation leave or compensatory time off for any (otherwise) unpaid leave for Parental Involvement in Schools.

SECTION 14
## Educational Leave
Revised June 19, 2023

### 14.1 Purpose

Education Leave is a "Partnership in Learning." It is a mutually beneficial learning opportunity agreed upon by the employee and the employer. Education Leave provides the opportunity for employees to enhance their knowledge, skills and abilities in areas identified by the department as critical to existing or future needs.

### 14.2 Employee Eligibility

To be eligible for Education Leave, employees must demonstrate:

a. competent performance in all areas of their present job

b. initiative and success with respect to their self-development

c. potential for increased responsibilities.

To remain eligible for Education Leave, employees must continue their enrollment and maintain satisfactory performance in their course of study.

### 14.3 Continuing Education job skill development programs

Education Leave with Pay

Education Leave with pay may be approved when:

- The training is employer-requested or prescribed.
- The training is directly related to job requirements.

An employee may be granted educational leave to participate in a job-related short course, such as an update, not-to-exceed ten (10) consecutive working days. The course must be directly job-related and must be intended to enhance the performance of present job duties. This leave must be approved by the Department Director prior to the commencement of the course.

A written request from the employee to the Department Director must include the details involving cost to

the County, nature of training, use of County time, use of County funds, and arrangements for lodging, meals and travel. An employee must also stipulate, in detail, the anticipated effects on work performance as a direct result of such training. The employee will receive his/her regular compensation during such approved educational leave.

No compensation or reimbursement will be given for unapproved leave.

No compensation or reimbursement will be given if the course is taken for academic credit.

SECTION 15

## ~~Military~~Uniformed Services Leave

Revised 10.20.03, June 19, 2023, June 16, 2026

Union County is committed to protecting the job rights of employees absent ~~on military~~for uniformed services leave. In accordance with federal and state law, it is the County's policy that no employee will be subjected to any form of discrimination on the basis of his/her membership in or duty to perform service for any of the Uniformed Services of the United States. No employee will be denied reemployment, promotion, or other benefits of employment on the basis of such membership. Furthermore, no employee will be subjected to retaliation or adverse employment action because of his/her rights exercised under this policy.

The County commends the dedication and self-sacrifice of the employee Guard and Reserve members to national defense. It recognizes the hardships experienced by these employees and their families for the public good.

### ~~Inactive Duty Training Leave (IDT)~~

### 15.1 Purpose

~~Inactive Duty Training Leave provides employees protection against loss of income during absences from work due to regularly scheduled annual military unit training periods, additional military training periods, and equivalent training as may be required by a National Guard or Reserve Military unit.~~

~~This Section DOES NOT apply to Active Duty Training (ADT) or extended periods of active duty in the uniformed services.~~

### ~~15.2 Eligibility~~

~~IDT Leave may be granted to an employee who has a uniformed service obligation in either a National Guard or Reserve Military unit, and is a~~

~~1) Full time employee, **OR**~~

~~2) Benefited part-time employee.~~

~~and who is currently:~~

~~1) On a pay for work status, **OR**~~

~~2) On a paid leave status.~~

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

**~~15.3 Manner of Leave Accumulation~~**

~~a. For the purpose of using IDT Leave, the twelve (12) month County fiscal period between July 1 and June 30 is established as the leave year.~~

~~b. Eligible employees shall be granted up to ten (10) workdays of paid IDT leave in any leave year.~~

~~c. IDT Leave with pay shall only be granted in lieu of a regularly scheduled workday.~~

~~d. The number of hours of IDT Leave granted each day shall equal the number of work hours for which the employee is regularly scheduled on that day.~~

**~~15.4 Requesting Leave~~**

~~a. Employees should request IDT Leave in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employee's absence and adequately staff the workplace.~~

~~b. Once orders are received for inactive duty training, the employee shall provide a copy to their immediate supervisor within three (3) working days. The supervisor shall forward a copy of the orders to the Human Resources Office.~~

**~~15.5 Coordination of Leave~~**

~~a. If IDT Leave extends beyond ten (10) workdays, the employee may request that the work schedule be rearranged to accommodate additional IDT Leave. If the department is unable to grant this request, the employee may elect to use the floating holiday, compensatory time or vacation leave, or be placed on leave without pay status.~~

~~b. While taking IDT Leave, if the employee becomes ill or disabled and is under orders and compensated by the Federal or State Government, he/she is not eligible for paid sick leave from the County during that period.~~

~~c. Payment for IDT Leave hours in excess of the employee's scheduled work hours shall not be an option.~~

~~d. Pay in lieu of IDT Leave shall not be an option.~~

~~e. IDT Leave cannot be used for any other purpose.~~

**~~Military: Active Duty Leave~~**

**~~15.6 Purpose~~**

To provide for the County's administration of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), enacted October 13, 1994 (Title 38 U.S. Code, Chapter 43, Sections ~~4301–4333~~4301-4333, Public Law 103-353), as may be subsequently amended, that governs the duty of Union County related to certain rights and benefits of its eligible employees who temporarily leave their jobs as a result of their voluntary or involuntary service in the Uniformed Services of the United States ~~uniformed services~~.

The County will grant uniformed services leave in accordance with federal and state law, including USERRA or its successor.

Uniformed services include the performance of duty on a voluntary or involuntary basis in the active or reserve components of the armed forces (Army, Navy, Air Force, Marine Corps, Coast Guard), Army and Air National Guard), the Commissioned Corps of the Public Health Services, and any other category of persons designated by the President in time of war or national emergency.

~~Active Duty~~ Leave ~~(ADL)~~ may represent a call to active duty status or ~~Active Duty Training Leave~~active duty training leave required by the employee's membership in a military unit. ~~ADL~~Leave may include

State or Federal orders, or mobilization for Natural Disaster response.

## 15.2 ~~15.7~~ Eligibility

~~ADL~~Uniformed services leave may be granted to an employee who has a uniformed service obligation in ~~either a National Guard~~a reserve component of the armed services or as noted in Section 15.1, and is a

~~or Reserve Military unit; and is a~~

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

and who is currently:

1) ~~3)~~ On a pay for work status, **OR**
2) ~~4)~~ On a paid leave status.

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

## 15.3 ~~15.8~~ Manner of Leave Accumulation

a. For the purpose of using ~~ADL~~Uniformed Services Leave, the twelve (12) month County fiscal period between July 1 and June 30 is established as the leave year.

b. Eligible employees shall be granted up to ~~twenty~~thirty (~~20~~30) ~~days~~workdays of paid uniformed services leave ~~for~~in any ~~ADL in the~~ leave year.

c. ~~ADL~~Uniformed services leave with pay shall only be granted in lieu of a regularly scheduled workday.

d. The number of hours of ~~ADL~~uniformed services leave granted each day shall equal the number of work hours for which the employee is regularly scheduled on that day.

## 15.4 ~~15.9~~ Requesting Leave

a. Employees ~~must give advance written or verbal notice that he/she will be serving in the~~should request uniformed services leave in advance of the proposed leave period to give supervisors maximum opportunity to arrange schedules to accommodate the employees' absence and adequately staff the workplace.

b. Once ~~orders are received for active military~~the employee receives orders or other documentation for service qualifying for uniformed services leave, the employee shall provide a copy to their immediate supervisor within three (3) working days. The supervisor shall forward a copy of the documentation to the Human Resources Office.

~~c. Employees may elect to use the floating holiday, vacation leave or compensatory time off for the period between the date an order is received for active military service and the date they report for duty.~~

c. ~~d.~~ Before the ~~last day of scheduled work~~employee departs for leave which extends beyond thirty (30) workdays or will be unpaid in full or in part, the employee ~~shall report to~~must contact the Human Resources Office ~~for an exit interview on~~regarding their employment status and benefits.

## 15.5 ~~15.10~~ Coordination of Leave

a. If ~~ADL~~uniformed services leave extends beyond ~~twenty~~thirty (~~20~~30) workdays, the employee may request that the work schedule be rearranged to accommodate additional uniformed services leave. If the department is unable to grant this request, the employee may elect to use the floating holiday, compensatory time, or vacation leave, or be placed on leave without pay status.

b. While taking ~~ADL~~uniformed services leave, if the employee becomes ill or disabled~~,~~ and is under orders and compensated by the Federal or State Government, he/she is not eligible for paid sick leave from the County during that period.

c. Payment for ~~ADL~~uniformed services leave hours in excess of the ~~employee's~~employees scheduled work hours shall not be an option.

d. Pay in lieu of ~~ADL~~uniformed services leave shall not be an option.

e. ~~ADL~~Uniformed services leave cannot be used for any other purpose.

## 15.6 ~~15.11~~ Pay Differential for Active Military Service

When active duty military service extends beyond the paid ~~ADL~~leave granted by the County and the employee elects an unpaid leave status from the County for the remainder of ~~military duty~~the leave, the employee may be eligible for a wage supplement from the County.

To qualify for the wage supplement, the employee's military base hourly wage must be less than their regular base hourly wage paid by the County.

The difference between the greater County base hourly wage and the lesser Military base hourly wage will be paid as a wage supplement. The wage supplement will be paid for a period, not to exceed six (6) months from the date ~~"active duty"~~ paid uniformed services leave is exhausted.

The employee shall provide the Human Resources Office with copies of all eligible active duty payroll stubs for the qualifying unpaid period of ~~military~~uniformed services leave. The wage supplement will begin upon receipt of the first qualifying active duty payroll stub. Direct deposit shall be mandatory.

## 15.7 ~~15.12~~ Leave Accruals

Employees on a pay status (receiving differential pay pursuant to this section is not considered pay status) while using ~~ADL~~uniformed services leave shall continue to accumulate vacation and sick leave, along with paid holidays and the floating holiday.

## 15.8 ~~15.13~~ Health/Dental Insurance

When an employee's active military duty is for one (1) month or less, the County will continue to pay the employer portion of the medical and dental benefits for employee and dependent coverage. This coverage accounts for the County paid ~~ADL (twenty (20~~uniformed services leave (thirty (30) paid workdays), and for qualifying employees, will extend for the six (6) month wage supplement period of pay.

Service members who are on duty for more than one (1) month and elect an unpaid leave status for the remainder of military service, may elect to continue the employee/dependent medical and dental coverage for up to 24 months at the employee's expense at 102% of the overall (both employer and employee) premium rate.

If military health coverage is elected for employee and/or dependent(s), upon active duty discharge and

return to work, the employee may elect to re-enroll in individual and/or dependent coverage in the employee group plans with no waiting period.

Employees may elect to pay the dependent premiums for the month in which they return to work in order to obtain coverage for that entire month, otherwise coverage will be reinstated upon the date of return to work at a pro-rated premium amount for that month.
Failure to remit premium payment in a timely manner could result in termination of coverage.

## 15.9 ~~15.14~~ 401(k)

County 401(k) contributions will continue while the service member is on active pay status.

If the employee is on an unpaid status, Union County will resume contributions to the employee's 401(k) plan when the employee returns to active pay status from military service. The County will calculate and contribute the employer contributions to the employee's 401(k) account for the period of unpaid military

service, not including any interest that would have been earned, upon receipt of the discharge paperwork (DD-214).

The returning employee will have up to three (3) times their period of service or a maximum of five (5) years to make contributions that may have been missed while in military service.

## 15.10 ~~15.15~~ Retirement

Employee contributions to the Local Government or Law Enforcement Employees' Retirement System continue while the service member is in active pay status.

Employees called to active military duty are eligible for free service credit by the North Carolina Local ~~Government or Law Enforcement~~Governmental Employees' Retirement system for any time spent in active duty. Employees will be treated as not having incurred a break in service for vesting and accrual purposes. In order to receive this "free" credit upon return from active duty, the employee must provide a copy of the (DD-214) discharge paperwork to the Retirement System and obtain confirmation from the system.

Confirmation should be provided to the Human Resources Office.

**SPECIAL NOTICE: Employees may be eligible to purchase credit for prior military service with the Retirement System. It is the employee's responsibility to determine eligibility, complete the required forms, and confirm a purchase of this nature with the Retirement System. In order to receive credit for a purchase of prior military service, the employee must provide a confirmation from the Retirement System of the purchase with an effective date and amount of time purchased. Adjustments made to the employee's vacation accrual rates as a result of a purchase of credit will be effective upon the date the employee successfully delivers the necessary information to the Human Resources Office.**

## 15.11 ~~15.16~~ Reemployment

Employees returning from military service are governed by the following provisions for reemployment rights and maintenance of employment benefits:

- Individual must have held a civilian job with the employer;
- Individual must have given advance notice (written or verbal) of their military service to the employer;

- Period of service must not have exceeded five (5) years;
- Separated from military service under honorable conditions; and
- Report for reemployment or request reemployment within certain time periods.

Upon completing service in the uniformed services, the employee must notify Union County of his or her intent to return to employment by either reporting to work or submitting a timely request for reemployment.

**Employees returning from military service should report or request reemployment (verbal or written request) within the following time period after the end of service:**

- *Employees performing military service for fewer than 31 days* must report for reemployment on the first regularly scheduled workday following the completion of service and the expiration of a twenty-four (24) hour "rest period" to provide for safe transportation back to the employee's residence.

- *Employees serving more than 30 but less than 181 days* must request reemployment within fourteen (14) days after completion of service.
- *Employees serving more than 180 days* must request reemployment within ninety (90) days after completion of service.

The employee is responsible for returning to work within the time limits defined above and providing (DD-~~214~~-214) discharge paperwork within three (3) days of receipt to their immediate supervisor. The supervisor should forward a copy to the Human Resources Office.

Upon returning to work, the employee will report to the Human Resources Office for information regarding benefit accruals and reactivation.

The employee will be placed in a position equivalent to the one held prior to military leave, or one of like seniority, status, and pay depending on the length of military service.

SECTION 16
**Volunteer Time Off**
Added 6.21.2021. Revised June 17, 2024, June 16, 2026

### 16.1 Purpose

Union County is committed to promoting and sustaining the quality of life of its residents, and to this end, encourages County employees to volunteer their time to serve and support our community. For this purpose, the County provides paid time off for eligible employees who wish to volunteer for approved community service agencies or organizations.

### 16.2 Eligibility

To be eligible for paid Volunteer Time Off (VTO), an employee must be a full-time or a benefited part-time employee. Employees are not eligible for paid VTO if they have been suspended from employment or placed on administrative leave during the period for which they wish to volunteer, or if on sick leave, Family Medical Leave, or workers' compensation during the period for which they wish to volunteer.

### 16.3 Manner of VTO Accumulation

a. For the purpose of earning VTO, the twelve (12) month period between January 1st and December 31st is established as the leave year.

b. VTO is granted upon hire and at the beginning of each calendar year.

c. VTO is granted at a fixed annual rate of 16 hours per year for both full time and benefited part time employees.

d. Unused VTO cannot be carried over into the following year and will be forfeited if not used by the end of the leave year. At no time may an employee have more than the annual VTO allotment in his or her balance.

**16.4 Coordination of VTO**

a. Employee is responsible for scheduling volunteer time off with an approved agency.

b. Payment for VTO hours in excess of the employee's standard scheduled workweek and hours shall not be an option. VTO shall be authorized only for the time that would fall on a scheduled workday during scheduled work hours.

c. Pay in lieu of VTO shall not be an option.

d. The County does not advance paid VTO.

e. VTO will be paid at the employee's current base compensation on the day(s) the time is taken and will not be counted as hours worked for purposes of calculating overtime.

**16.5 Requesting Use of VTO**

Eligible employees interested in requesting VTO should select an agency or organization listed on the request form that is (i) part of Union County government (not a department, function, or service for which the employee is employed by the County), (ii) the State of North Carolina, (iii) a municipality or other local governmental agency within Union County, (iv) a governmental, charter, or non-profit educational institution (whether primary, secondary, or higher education) with at least one physical location in Union County, ~~or~~ (v) a non-profit organization which is a community partner to which the County ~~(at the time of VTO request)~~ appropriates or has appropriated money as part of its budget process. Eligible employees must complete the VTO request form. Completed forms should be submitted to the employee's supervisor before the requested time off. Only one agency may be chosen for each VTO request.

a. It is the joint responsibility of the department and the employee to ensure that VTO is scheduled and taken at a mutually agreeable time. Employees should endeavor to request VTO at least two weeks in advance of the proposed leave period to give supervisors sufficient opportunity to arrange schedules to accommodate the employee's request and adequately staff the workplace.

b. Supervisors are responsible for ensuring that departmental business needs are met when considering the VTO request. Supervisors shall use discretion in scheduling VTO, based on the occurrence of peak workload periods, the employee's length of service, factors relevant to the operation of the department, and the personal circumstances of the employee.

c. VTO must be requested in at least 2 hour increments, not to exceed 8 hours in a day.

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

e. Supervisors are encouraged to consider the employee's personal conduct and job performance as the discretionary basis for approval or denial of VTO requests.

f. Participation in ongoing County volunteer initiatives (Senior Nutrition meal delivery, Christmas Bureau, etc.) should be treated as paid VTO for tracking and compensation purposes, in accordance with all other time tracking procedures.

g. VTO should include time required to travel to the volunteer site; however, employees should use the majority of VTO engaged in a legitimate volunteer activity and not in transit to or from the volunteer site. The County will not reimburse travel expenses (e.g. mileage) incurred to and from the volunteer site.

Any questions from supervisors concerning approval or denial of a request should be directed to the Human Resources Office.

**16.6 Use of VTO**

The use of VTO shall be reported separately from all other paid leave. Employees and supervisors are responsible for the timely and accurate reporting of VTO on the employee's electronic time record. Use of Volunteer Time Off may be approved for the following reasons:

a. Performing a volunteer service for an entity set forth in Section 16.5 above;

b. Performing a volunteer service for a County department (e.g. Parks & Recreation); however, an individual shall not be considered a volunteer if the person is otherwise employed by the County to perform the same type of service as those for which the person proposes to volunteer; and

c. Performing volunteer service for a fundraising event if there is a genuine volunteer activity and the fundraising event is directly sponsored and supported by an eligible entity set forth in Section 16.5 above. For example, playing in a golf tournament that is raising money for a community partner ~~non-profit~~non-profit organization is not considered a volunteer activity; however, setting up tents, handling parking and registration, or serving at the food tent at such a fundraising event would be considered a volunteer activity eligible for VTO.

Injuries occurring during activities outside of an employee's job with Union County, while employees are utilizing VTO do not fall under County workers' compensation reporting requirements. The County is not liable for injuries incurred while an employee is utilizing VTO, including injuries sustained during travel to or from the volunteer service site. In the event an employee sustains an injury while utilizing VTO, the employee is advised to seek medical attention as he/she deems appropriate.

**16.7 VTO Abuse**

Acceptable certification or documentation will be required whenever the supervisor has sufficient justification to believe that the employee is abusing VTO.

a. Abuse of VTO is defined as the use of VTO for purposes not authorized by this Section.

b. Supervisors should periodically analyze attendance records for evidence of possible abuse (e.g. frequent VTO requests on Fridays/Mondays, absences when a vacation or other leave request has been denied, etc.)

c. The County reserves the right to revoke approval of an employee's VTO request if, at the discretion of the supervisor, it is believed the employee is misusing his or her VTO.

d. Volunteer hours may be randomly verified with participating agencies and organizations.

e. Abuse of VTO may be subject to disciplinary action.

**16.8 Final Disposition of VTO**

a. No employee shall be paid for any unused VTO at the time of separation from service nor is unused VTO transferable to other local or state government entities. Volunteer time off leave from other local or state government entities (or any other entities) is not transferable to use with Union County.

b. Separated employees that are re-employed within the same calendar year are credited VTO the same

as newly hired employees; however, the combination of re-employment credit hours and total hours used prior to separation in the same calendar year cannot exceed the annual 16 hour maximum leave benefit.

# **ARTICLE VII**. SEPARATION

Revised 01.20.09, February 18, 2013, February 4, 2019, June 19, 2023

SECTION 1

## Types of Separation

Revised June 19, 2023

All separations of employees from positions in the service of the County shall be designated as one of the following types: resignation, reduction in force, disability, retirement, dismissal, death, unavailability when leave is exhausted, job abandonment, loss of or failure to maintain credentials, or other. Disciplinary action, suspension and dismissal will be addressed in Article VIII. Upon separation from a County position, the employee shall return IMMEDIATELY to his/her supervisor or Department Director his/her employee identification card, all County property and all keys issued to the employee during their services.

SECTION 2

## Resignation

Revised June 19, 2023

A minimum of two (2) weeks notice is expected of all resigning personnel. Any employee failing to give and work (if required) at least the required notice is not eligible to receive pay in lieu of vacation unless extreme extenuating circumstances can be mutually agreed upon by the Department Director and the County Manager.

SECTION 3

## Disability

An employee may be separated for disability when the employee cannot perform the required duties because of a physical or mental impairment. Action for disability separation may be initiated by the employee or the County, but in all cases consideration for disability separation shall be supported by medical evidence by a competent physician. The County may require a physical and/or mental examination at its expense and by a physician of its choice. Before an employee is separated for a disability, if required by the Americans with Disabilities Act or other applicable law, the County will make an effort to provide a reasonable accommodation for the employee, including making a reasonable effort to locate alternative positions within the County's service for which the employee may be suited.

SECTION 4

## Death

The date of death shall be recorded as the separation date for computing compensation due to the employee's estate.

SECTION 5

## Reduction in Force

Revised June 19, 2023

For reasons of budgetary constraints, organizational needs, or decreased workload, the County Manager has the authority to separate employees and to eliminate position classifications within a department on the basis of reduction in force. The County Manager will base retention of employees in classes affected on (i) the type of appointment, (ii) the relative efficiency, skills, knowledge, productivity, and value to the department, and

(iii) the length of service. The relative weight to be accorded each of these considerations will be determined by the County Manager.

In implementing a reduction in force, the County Manager will endeavor to provide employees with such notice of separation as may be reasonable under the circumstances, provided that the County Manager may

give notice of immediate separation in the event severance compensation is made available to such

employees. Union County is under no obligation to provide severance compensation to employees separated by a reduction in force, but if provided, such severance shall be in accordance with, and pursuant to, an Addendum to this Resolution. If an employee separated pursuant to a reduction in force is rehired by the County within thirty-six (36) months of the separation date, it will be deemed that no break in service occurred for purposes of the continuity of service requirements in Article XI, Section 5 of this Resolution; provided, however, that only time actually worked shall count toward the required number of years of creditable service. The scope of any grievance filed pursuant to Article IX, Section 3 of this Resolution for separation due to a reduction in force shall be limited to whether the County Manager or his designee followed the requirements of this Section. To the extent that the provisions of this Section conflict with the State Human Resources Act, such provisions shall be deemed inapplicable to employees of Union County subject to the Act. Department Directors and/or County Officers who are solely responsible for the discharge of their employees are encouraged to follow the provisions of this Section when implementing a reduction in force.

SECTION 6 (Added 2/2013)

## Unavailability When Leave is Exhausted

Revised June 19, 2023

An employee may be separated on the basis of unavailability when the employee becomes or remains unavailable for work after all accrued leave and benefits have been exhausted. Prior to separation the County shall notify the employee in writing of the proposed separation, the efforts undertaken to avoid separation, and why the efforts were unsuccessful. The County must also give the employee a letter of separation stating the specific reasons for the separation and setting forth the employee's opportunity for appeal. Provided, however, that employees listed in Article I, Section 2, Subsection 4 shall not have the opportunity for appeal.

Unavailability is defined as the employee's inability to return to all of the position's essential duties and work schedule.

Accrued leave is defined as sick leave, vacation leave, and the floating holiday the employee chose to exhaust prior to going on leave without pay.

SECTION 7

## Special Provisions – Credentials

Revised June 19, 2023

There are some County jobs for which the law requires an employee to be licensed, certified, or registered. Without the license (including driver's license), certification or registration, the employee is unable to perform the assigned work. These requirements shall be included in the statement of essential qualifications or recruitment standards.

Employees in such classifications are responsible for maintaining current, valid credentials as required by law. Failure to maintain the required credentials is a basis for immediate dismissal without prior warning. An employee who is dismissed shall be given a written statement of the reason for the action and his/her opportunity for appeal. Provided, however, that employees listed in Article I, Section 2, Subsection 4 shall not have the opportunity for appeal.

SECTION 8 (Added 2/2013)

## Job Abandonment

Employees may be separated from employment due to job abandonment if any of the following occur:

a. Failure to return to work within three (3) consecutive workdays after expiration of the approved Family and Medical or Military Family Leave. (Please see Article VI, Section 6.11 for additional details).

b. Failure for three (3) consecutive workdays to report an absence in accordance with County or Departmental notification procedures.

Separations for job abandonment as described above shall be considered a voluntary resignation and shall not be subject to the grievance and/or appeal process.

# **ARTICLE VIII**. DISCIPLINARY ACTION, SUSPENSION AND DISMISSAL

Revised February 18, 2013, June 19, 2023, June 17, 2024

SECTION 1

## General

Revised June 19, 2023

It is the intent of Union County in establishing this policy to provide for County employees and County government management a fair, clear and useful tool for correcting unsatisfactory job performance and unacceptable personal conduct.

The County recognizes that following sound employee relations practices is most important in the administration of all types of disciplinary actions in order to maintain a consistent application of such actions throughout County departments. Each member of management is responsible for the timely and thorough documentation of disciplinary actions. Formal disciplinary measures should be discussed with the Human Resources Director or his or her designee prior to delivery and/or discussion with the employee. All formal disciplinary documentation must be sent to the Human Resources Office to include in the employee's personnel file.

To assist all levels of management in promoting efficiency and equitable treatment for all employees, the following is established:

Any employee subject to this policy may be warned, demoted, suspended or dismissed by the appointing authority. The degree and type of action taken shall be based upon the sound and considered judgment of the appointing authority in accordance with the provisions of this policy.

The basis for any disciplinary action taken in accordance with this policy falls into one of the following categories:

a. Discipline imposed on the basis of unsatisfactory job performance
b. Discipline imposed on the basis of grossly inefficient job performance
c. Discipline imposed on the basis of unacceptable personal conduct.

These categories are not mutually exclusive, as certain actions by employees may fall into multiple categories, depending upon the facts of each case. No disciplinary action shall be invalid because the disciplinary action is incorrectly categorized.

SECTION 2.0

## Unsatisfactory Job Performance

This category covers all types of performance-related inadequacies and is intended to be used in addressing performance-related inadequacies for which a reasonable person would expect to be notified and allowed an opportunity to correct such performance-related inadequacies. This Section does not require that progressive warnings address the same type of unsatisfactory job performance; this Section only requires that the progressive warnings relate to unsatisfactory job performance. Warnings administered under this policy are intended to bring about a permanent correction in job performance. Should the required correction later deteriorate, or other inadequacies occur, the supervisor may deal with this new unsatisfactory performance at the next progressive step in the discipline process.

Employees who are dismissed solely for unsatisfactory job performance shall receive at least three warnings. First, one or more oral warnings; second, a written warning to the employee documenting all relevant points covered in the disciplinary discussion; and third, a final written warning which notifies the employee that failure to make the required performance corrections may result in dismissal. These warnings shall be given

as set forth in Sections 3.0-3.2 of this Article. Otherwise, any disciplinary action, up to and including dismissal, may be taken without prior warning to the employee, as described in Sections 2.1 and 2.2 of this Article.

SECTION 2.1 (Added 2/2013)
**Grossly Inefficient Job Performance**

Grossly Inefficient Job Performance occurs in instances in which the employee fails to satisfactorily perform job requirements as specified in the job description, work plan, or as directed by the management of a County department or agency that results in:

(1) The potential for death or serious harm to a client(s), employee(s), members of the public, or to a person over whom the employee has responsibility, or

(2) The loss of, or damage to, County property or funds that results in a serious impact on the County or department, or on the employee's ability to function effectively thereafter, or

(3) Any other instances of job performance deficiencies that may constitute a gross oversight in performance of duties.

This category is intended to be used in addressing failure in the performance of duties for which no reasonable person could, or should, expect to receive prior warnings. Employees may be dismissed, demoted, suspended, warned, or otherwise disciplined on the basis of grossly inefficient job performance. Such disciplinary action, up to and including dismissal, may be taken without prior warning to the employee.

Disciplinary demotions, suspensions, or dismissals for grossly inefficient job performance require following the procedures for such disciplinary actions described in this Article.

SECTION 2.2
**Unacceptable Personal Conduct**

The Unacceptable Personal Conduct category is intended to be used for actions and behaviors exhibited for which no reasonable person could, or should, expect to receive prior warnings.

Unacceptable Personal Conduct may include, but is not limited to, the following examples:

(1) Job related conduct which constitutes violation of state or federal law; or

(2) Conviction of a felony or an offense involving moral turpitude that is detrimental to or impacts the employee's service to the agency; or

(3) The willful violation of known or written work rules; or

(4) Conduct unbecoming an employee that is detrimental to the agency's service; or

(5) The abuse of client(s), patient(s), or a person(s) over whom the employee has charge or to whom the employee has a responsibility, or of an animal owned or in the custody of the agency; or

(6) Falsification of an employment application or other employment documentation; or

(7) Insubordination which is the willful failure or refusal to carry out a reasonable order from an authorized supervisor; or

(8) Absence from work after all authorized leave credits and benefits have been exhausted.

Employees may be dismissed, demoted, suspended, warned or otherwise disciplined on the basis of unacceptable personal conduct, up to and including dismissal, without prior warning to the employee.

Disciplinary demotions, suspensions, or dismissals for personal conduct require following the procedures for such disciplinary actions described in this Article.

SECTION 3.0
## Oral Warning
Revised June 19, 2023

In a private discussion with the employee, the Department Director (or supervisor) shall do the following:

a. Inform the employee that this is a warning and not some other non-disciplinary process such as counseling.

b. Inform the employee of the specific performance or conduct deficiencies that are the basis for the warning.

c. Tell the employee what specific improvement must be made to correct the deficiencies.

d. Let the employee know what time is being allowed to make the required corrections.

e. Tell the employee of the consequences of failing to make the required corrections.

Supervisors shall document the specifics of the oral warning for the personnel file and send a copy to the Human Resources Office for placement in the employee's personnel file.

SECTION 3.1
## Written Warning
Revised June 19, 2023

The Department Director (or supervisor) shall:

a. Prepare a written warning document for the employee. The specific reasons for the warning and prior warning documentation (if applicable) should be included.

b. In private, conduct a disciplinary conference with the employee. At this conference, the specific reason for the action, the necessary corrections, and the time allowed to make such corrections will be discussed.

c. Present the warning to the employee at the end of the conference. The employee will be informed in the warning that failure to make the necessary corrections in a manner that is immediate, substantial, and sustained will result in further disciplinary action.

Reference may be made in this warning to earlier oral warning(s) or counseling(s).

SECTION 3.2
## Final Written Warning
Revised June 19, 2023

The Department Director (or supervisor) shall:

a. Prepare a final written warning document for the employee. The specific reasons for the warning, and prior warning documentation that has led to the final warning stage (if applicable), should be included.

b. In private, conduct a disciplinary conference with the employee. At this conference, the specific reason for the action, the necessary corrections, and the time allowed to make such corrections should be discussed.

c. Present the warning to the employee at the end of the conference. The employee will be informed in the warning that failure to make the necessary corrections in a manner that is immediate, substantial, and sustained will result in further disciplinary action, up to and including dismissal.

Employees are allowed to respond to warnings given in accordance with Sections 3.0-3.2 of this Article by placing a statement in their file relating to the warning. Warnings are not subject to the grievance process.

SECTION 3.3

## Dismissal

Revised June 19, 2023, June 17, 2024

Before a County employee may be dismissed, the following shall occur:

a. The Department Director recommending dismissal should discuss the recommendation with the County Manager, or his or her Human Resources designee, and receive final approval from the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable.

b. A pre-dismissal conference shall be held between the Department Director and the employee. The Department Director shall present the employee with the specific reason for the proposed dismissal conference and a brief summary of the information which he/she believes supports the proposed dismissal. The employee shall have an opportunity to respond to the notice of proposed dismissal in the conference. The Department Director shall consider the information presented by the employee at the pre-dismissal conference and contemplate whether the dismissal is justified. The Department Director shall generally reflect on this decision until at least the next business day following the pre-dismissal conference; however, if deemed appropriate in consultation with, and approval by, the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, prior to the pre-dismissal conference, the employee may be dismissed at the end of the pre-dismissal conference after consideration of any response from the employee. If the Department Director determines the dismissal is justified, the Department Director shall notify the employee with a letter of dismissal (or follow-up with an official letter of dismissal if the employee was notified at the end of the pre-dismissal conference of the final decision to dismiss). However, the Department Director may elect to defer the dismissal based on information presented by the employee and reconsider the proposed dismissal action. If following such reconsideration, the decision is to dismiss, then no further pre-dismissal conference is required.

c. The employee must be given written notice of dismissal. This written notice must include specific reasons for the dismissal and the employee's opportunity to appeal.

G.S. 153A-98(b) makes the dismissal notice for a county employee a public record.

SECTION 4.0

## Disciplinary Suspension

Revised June 19, 2023, June 17, 2024

Disciplinary suspension may be used by management in appropriate circumstances. The County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, must approve a request for an employee to be suspended for disciplinary reasons with or without pay.

Disciplinary suspension may be used for causes relating to grossly inefficient job performance or unacceptable personal conduct, or in conjunction with a final written warning for unsatisfactory job performance.

A pre-disciplinary conference shall be held between the Department Director, or his/her designee, and the employee. The Department Director, or his/her designee, shall present the employee with the specific reasons for the suspension and a brief summary of the information which he/she believes supports the proposed suspension. The employee shall have an opportunity to respond to that notice of suspension in the conference.

An employee who has been suspended with or without pay must be provided a statement in writing setting forth the specific acts or omissions that are the reasons for the suspension. Employees who are suspended for disciplinary reasons must additionally receive a copy of the employee's appeal opportunities.

SECTION 4.1

## Immediate Disciplinary Suspension

Revised June 19, 2023, June 17, 2024

In the event that the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, is unavailable, and the situation is serious, an employee may be suspended, without notice, by the Department Director for causes related to personal conduct or grossly inefficient job performance in order to avoid undue disruption of work, to protect the safety of persons or property, or for other serious reasons. When a Department Director suspends an employee, they shall tell the employee to leave County property at once and remain away until further notice. The Department Director shall notify the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, as soon as possible.

The terms and conditions of the suspension will be determined in consultation with the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, as soon as practical in accordance with the provisions of this Article.

SECTION 4.2

## One Day Leave with Pay

Revised December 7, 2015, June 19, 2023, June 17, 2024

The use of this provision may be used with the approval of the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable. The use of this provision is intended to either encourage the employee to commit to correcting poor performance or make the employee aware of his/her lack of commitment to improvement. No written notice is required for this action, nor is it to be the subject of an appeal or grievance. The Department Director shall keep a written record of this action.

SECTION 4.3 (Added June 17, 2024)

## Administrative Leave

Administrative leave may be used by management in appropriate circumstances. The County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, must approve a request for an employee to be placed on administrative leave, which leave shall be with or without pay. Administrative leave is appropriate when management needs to investigate an issue which could affect an

employee's work status or otherwise remove the employee from the workplace and/or access to work equipment.

Notwithstanding anything in this resolution to the contrary, any employee may be placed on administrative leave pursuant to this section 4.3 by approval of the County Manager, Deputy/Assistant County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable. This section concerning administrative leave would apply to such employees even if other provisions of this Article VIII do not apply to such employees.

SECTION 5.0

## Demotion, General

Revised June 19, 2023, June 17, 2024

Any employee may be demoted as a disciplinary measure. Demotion may be made on the basis of unsatisfactory job performance, grossly inefficient job performance, or unacceptable personal conduct.

a. The Department Director recommending demotion shall consult with the County Manager's Human Resources designee and discuss the recommendation with the County Manager, Deputy/Assistant County Manager, County Attorney, appointing authority, or his, her, or their designee, prior to any action.

b. A pre-disciplinary conference shall be held between the Department Director and the employee. The Department Director shall present the employee with the specific reason for the proposed demotion and a brief summary of the information which he/she believes supports the proposed demotion. The employee shall have an opportunity to respond to that notice of the proposed demotion in the conference. The Department Director shall consider the information presented by the employee at the pre-disciplinary conference and contemplate whether the demotion is justified. The Department Director shall generally reflect on this decision until at least the next business day following the pre-disciplinary conference; however, if deemed in consultation with, and approved by, the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, prior to the pre-disciplinary conference, the employee may be demoted at the end of the pre-disciplinary conference after consideration of any response from the employee. If the Department Director determines the demotion is justified, the Department Director shall notify the employee with a letter of demotion (or follow-up with an official letter of demotion if the employee was notified at the end of the pre-disciplinary conference of the final decision to demote). However, the Department Director may elect to defer the demotion based on information presented by the employee and reconsider the proposed demotion action. If following such reconsideration, the decision is to demote, then no further pre-disciplinary conference is required.

c. An employee who is demoted must receive written notice of the specific reasons for the demotion, as well as notice of his/her appeal opportunities. Please refer to Article III, Section 7, paragraphs (c) and (d) for pay information.

On occasion a demotion may be for reasons other than those attributable to the fault of the employee. In this instance, the employee will be served with notice and reasons for the demotion.

SECTION 5.1

## Demotion for Unsatisfactory Job Performance

An employee may be demoted in lieu of dismissal for unsatisfactory job performance provided the employee shows promise of becoming a satisfactory employee in another position. The employee will receive at least

two prior warnings regarding his/her unsatisfactory performance. At least one of the warnings prior to demotion must a written warning.

SECTION 5.2

## Demotion for Grossly Inefficient Job Performance/Unacceptable Personal Conduct

An employee may be demoted for grossly inefficient job performance or unacceptable personal conduct without any prior warnings.

SECTION 6.0

## Appeal

Revised December 7, 2015, June 19, 2023, June 17, 2024

A County employee who has been demoted, suspended, or dismissed shall have ten (10) working days from the date of receipt of written notice of such action to file an appeal with the Human Resources Office to request a review by the Personnel Advisory Committee ("PAC"). In order to obtain a hearing before the PAC, the employee must request that his/her case be heard. This may be done by writing a letter to the Human Resources Director, Union County, 500 North Main Street, Suite 130, Monroe, North Carolina 28112. The request for a hearing must include the following:

1. The name, address, and telephone number of the employee;
2. The position held by the employee;
3. The name of the employee's Department;
4. The nature of the appeal (e.g. dismissal without justifiable cause, unpaid disciplinary suspension without cause, etc.);
5. A concise statement of the facts necessary to an understanding of the situation upon which the appeal is based; and
6. A statement of the relief desired.

Each time a case is to be heard, the County Manager and the County Attorney, or their designees, shall appoint three persons not reasonably involved in the subject matter of the appeal to serve as the PAC. If the County Manager or County Attorney, or either of their designees, was the appellant's Department Director or direct supervisor, that person shall not participate in the appointment of persons to the PAC, but shall appoint another person to make the appointment on their behalf. Members of the PAC shall be selected from among any employee who is a supervisor or above.

The PAC will review all the pertinent facts relevant to the situation before it. Upon rendering a decision, the PAC will inform the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable. The County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, shall review the recommendation of the Personnel Advisory Committee and either accept or reject the recommendation.

SECTION 6.1

## Appeal to the County Manager or Other Approval Authority

Revised June 17, 2024

In the event that the PAC recommendation is not satisfactory to the employee, he/she may appeal to the County Manager, Deputy/Assistant County Manager, County Attorney, or appointing authority, as applicable, or to the County Attorney if the County Manager is reasonably unable to hear the appeal, for a final hearing of the matter. This appeal must be made within ten (10) working days from the date that the County Manager's acceptance or rejection of the PAC's recommendation is mailed or made known by the County to the appellant. The appeal to the County Manager shall be in accordance with the request requirements of Section 6.0 of this Article.

# **ARTICLE IX.** GRIEVANCE PROCEDURES

Revised December 7, 2015, February 4, 2019, June 19, 2023, June 17, 2024

SECTION 1

## **Purpose**

Union County adopts this policy to encourage employees throughout the organization to engage in open dialogue and communication with their direct supervisors regarding problems, conflicts, and other grievances, and to establish principles of administration to ensure a prompt, orderly, and equitable response to an employee, if the problem, conflict, or other grievance is not resolved at the direct supervisor level. In order to maintain a harmonious and cooperative relationship between the County and its employees, this Article IX provides for settlement of problems, conflicts, and other grievances through an orderly grievance procedure.

SECTION 2

## **Applicability**

Revised June 19, 2023, June 17, 2024

This Article IX shall apply to all County employees (only current county employees unless expressly set forth otherwise in this Resolution), except those employees appointed by the Board of County Commissioners and identified as exempt under Article I, Section 2, Subsection 4.

The policy and procedures for grievances set forth in this Article IX shall not be used for grievances related to the appeal of disciplinary actions, unless discrimination is alleged as provided in Section 5 of this Article. Appeal of disciplinary actions, for those employees eligible for such appeal, shall be conducted in accordance with the procedures set forth in Article VIII. Additionally, a grievance cannot be filed under this Article IX challenging placement on paid administrative leave, one day leave with pay, an employee's performance evaluation, or the amount of any merit or other pay increase.

SECTION 3

## **Policy**

Revised June 19, 2023, June 17, 2024

All County employees subject to this Article shall have the opportunity to present their problem, conflict, or other grievance in accordance with the procedure prescribed free from interference, coercion, restraint, discrimination or reprisal.

It is the responsibility of supervisors at all levels, consistent with the authority delegated to them, to consider and take appropriate action promptly and fairly on a problem or grievance of any employee or employees.

Each Department Director shall take necessary steps to ensure that all employees and supervisors under his/her jurisdiction may be fully informed of the grievance procedures adopted and of their opportunities and obligations under this policy.

It is the responsibility of each employee who has a grievance to follow the procedures of this Article.

SECTION 4

## **Procedure - Non Discrimination**

Revised June 19, 2023, June 17, 2024

STEP 1 – Immediate Supervisor

If an employee has a qualifying grievance, the employee must first document the grievance in a written statement filed with the employee's immediate supervisor (unless an exception applies) within 30 days of the actions giving rise to the grievance.

The written statement submitted shall include the following at a minimum:

1. All previously written materials and documentation related to the grievance;
2. The name, address, and telephone number of the employee;
3. The position the held or applied for by the employee;
4. The name of the employee's Department;
5. The general nature of the grievance;
6. A concise statement of all facts, documents, evidence, and reasons connected to the grievance; and
7. A statement of the reasonable course of corrected action preferred by the employee.

When an employee personally believes and alleges written, objectively reasonable grounds to substantiate that they have been intimidated, harassed, or threatened:

A. By their supervisor, the employee may proceed directly to the next step of review by filing the relevant written documentation to the next higher-level supervisor; or

B. By their next higher-level supervisor, the employee may submit their written documentation to the next higher supervisory level in the reporting structure (and so on) until reaching the level of a Deputy/Assistant County Manager; or

C. By a person in the County Manager's office, the employee may proceed directly to the Personnel Advisory Committee (PAC) review step of the grievance procedure.

After the grievance is filed, the employee's immediate supervisor should within ten (10) working days meet with the employee to discuss the grievance. The supervisor may call other persons into the discussion or consult them for advice and counsel. If the supervisor cannot meet with the employee concerning the grievance within ten (10) working days, the supervisor shall advise the employee as to the conditions which prevent such a meeting and as to when a meeting may reasonably be expected.

Within ten (10) working days of the meeting with their supervisor, the employee should receive a decision regarding their written grievance or be advised in writing as to the conditions which prevent an answer. The employee should also be advised as to when a decision may reasonably be expected. The supervisor may consult with others for advice and counsel during this process.

A decision by the supervisor shall address the substance of the alleged grievance or include a statement of why the substance of the alleged grievance cannot be addressed, and a general course of action recommended to resolve the grievance.

STEP 2 – Next Higher-Level Supervisor

If the immediate supervisor's (or appropriate higher level of supervisor's) decision is not satisfactory to the employee or if the employee fails to receive notification of a decision or a meeting within the applicable timeframes, the employee may submit a written request for review by the next higher-level supervisor. A request for higher-level supervisor review must be presented in writing within five (5) working days of the most recent grievance decision or of the expiration of the time to receive notification of a decision or a meeting within the applicable timeframes.

If the previous level of review was by a member of the County Manager's office, the employee may by request proceed to review by the PAC as their next level.

The higher-level supervisor shall review the written record and all previous decisions, together with any additional information deemed by the higher-level supervisor to be relevant to the grievance. The higher-level supervisor

may consult with others for advice and counsel during this process. The higher-level supervisor shall reach a written decision and provide the decision to the employee's immediate supervisor within ten (10) working days after all necessary reviews and discussions are held and shall, after a brief but reasonable period of time for the employee's supervisor to review and discuss the recommendation, provide the decision to the employee without unreasonable delay.

STEP 3 – Deputy/Assistant County Manager

If the higher-level supervisor's decision is not satisfactory to the employee or if the employee fails to receive notification of a decision or all necessary reviews and discussions within the applicable timeframes, the employee may submit a written request for review by a Deputy/Assistant County Manager, as designated by the County Manager. A request for Deputy/Assistant County Manager review must be presented in writing within five (5) working days of the most recent grievance decision or of the expiration of the time to receive notification of a decision or all necessary reviews and discussions within the applicable timeframes.

If the previous level of review was by a member of the County Manager's office, the employee may by request proceed to review by the PAC as their next level.

The written request for review by a Deputy/Assistant County Manager shall be sent to the County Manager, with a copy to the Human Resources Director, and shall include all written information or decisions previously submitted regarding the grievance.

The Deputy/Assistant County Manager shall review the written record and all previous decisions, together with any additional information deemed by the Deputy/Assistant County Manager to be relevant to the grievance. The Deputy/Assistant County Manager shall reach a written decision and provide the decision to the employee's immediate supervisor within ten (10) working days after all necessary reviews and discussions are held and shall, after a brief but reasonable period of time for the employee's supervisor to review and discuss the recommendation, provide the decision to the employee without unreasonable delay.

STEP 4 – Personnel Advisory Committee (PAC) Review

If the Deputy/Assistant County Manager's decision is not satisfactory to the employee or if the employee fails to receive notification of a decision or all necessary reviews and discussions within the applicable timeframes, the employee may submit a written request for review by the PAC. A request for PAC review must be presented in writing within five (5) working days of the most recent grievance decision or of the expiration of the time to receive notification of a decision or all necessary reviews and discussions within the applicable timeframes.

The written request for review by the PAC shall be sent to the County Manager and County Attorney, with a copy to the Human Resources Director, and shall include all written information or decisions previously submitted regarding the grievance.

Within ten (10) working days of receipt of the request for PAC review, the County Manager and the County Attorney, or their designees, shall appoint three persons not reasonably involved in the subject matter of the grievance to serve as the PAC, along with a proposed schedule for review by the PAC. If the County Manager or County Attorney, or either of their designees, was the employee's Department Director or direct supervisor, that person shall not participate in the appointment of persons to the PAC but shall another person to make the appointment on their behalf. Members of the PAC shall be selected from among any employee who is a supervisor or above.

The PAC shall review the written record and all previous decisions, together with any additional information deemed by the PAC to be relevant to the grievance. Upon reaching its decision, the PAC will inform the County Manager. The County Manager shall review the decision, and either accept, reject, or modify it as to the result or any proposed corrective action, in whole or in part, and forward it, together with the County Manager's written

recommendation, to the County Attorney for further legal review. The final outcome of this review will be provided
to the employee and the employee's supervisor.

The decision of the PAC, as reviewed and approved by the County Manager and the County Attorney, shall be final.

SECTION 5

**Procedure - Discrimination**

Revised June 19, 2023, June 17, 2024

Any applicant for County employment, or County employee or former County employee who has reason to believe that employment, promotion, training, or transfer was denied him/her or that demotion, lay-off or termination of employment was forced upon him/her because of his/her age, sex, race, color, national origin, religion, creed, political affiliation, non-disqualifying disabling condition (except where specific age, sex or physical requirements constitute a bona fide occupational qualification), or pregnancy, childbirth, or related medical condition, shall have the opportunity to file a grievance and follow the procedures set forth in Section 4 of this Article..

# **ARTICLE X**. UNLAWFUL WORKPLACE HARASSMENT

Revised 09.19.02, June 19, 2023, June 17, 2024, June 16, 2026

SECTION 1

## Purpose

Union County prohibits in any form unlawful workplace harassment or retaliation against employees. Supervisors are required to monitor the activity in their respective work areas to ensure that work sites are free from unlawful workplace harassment.

The workplace should be free of tensions of a sexual nature. Tensions caused by unwelcome sexual advances or requests for sexual favors do not belong in the workplace. Sexual considerations will not be used as the basis for employment decisions affecting any employees.

SECTION 2

## Definitions

**Unlawful Workplace Harassment i**s unwelcome or unsolicited speech or conduct based upon race, sex, creed, religion, national origin, age, color, disabling condition as defined by G. S. 168A-3, or pregnancy, childbirth, or related medical condition that creates a hostile work environment or circumstances involving quid pro quo.

**Hostile Work Environment** is one that both a reasonable person would find hostile or abusive and one that the particular person who is the object of the harassment perceives to be hostile or abusive. A hostile work environment is determined by looking at all the circumstances, including the frequency of the allegedly harassing conduct, its severity, whether it is physically threatening or humiliating and whether it unreasonable interferes with an employee's work performance.

Sexual harassment does not include "personal compliments welcomed by the recipient, or social interaction or relationships freely entered into by employees."

**Quid Pro Quo** harassment consists of unwelcome sexual advances, request for sexual favors or other verbal or physical conduct when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

**Retaliation** is adverse treatment taken because of opposition to unlawful workplace harassment.

SECTION 3

## Department Director Responsibilities

Revised June 19, 2023

The primary responsibility for implementing this policy rests with the Department Director. He/she will provide direction to staff as necessary to carry out all actions required to comply with the Unlawful Workplace Harassment Policy.

SECTION 4

## Supervisor Responsibilities

- Administer the Unlawful Workplace Harassment Policy
- Prevent and correct any identifiable discrimination and/or unlawful workplace harassment
- Counsel employees appropriate to prevent and correct unlawful workplace harassment
- Create/maintain work environments free of unlawful workplace harassment

SECTION 5

## Employee Responsibilities

- Adhere to the Unlawful Workplace Harassment Policy
- Report illegal discrimination and/or unlawful workplace harassment
- Maintain a work environment free of unlawful workplace harassment

SECTION 6

## Training

Each department has the responsibility for taking steps to prevent and correct unlawful workplace harassment and retaliation. A logical first step is to offer a training program for supervisors and employees.

All new employees will be introduced to the Unlawful Workplace Harassment Policy during orientation. Training for all other employees should be offered ~~on a quarterly basis.~~annually with online or in-person opportunities. Additional training may be required for all employees as designated by the County Manager, Deputy County Manager, or Assistant County Manager.

Such training is necessary to help create an environment that supports employees and encourages productivity. Components of a departmental training program will include:

**Supervisor's Training**

- The Unlawful Workplace Harassment Policy
- Applicable state and federal laws
- Appropriate disciplinary actions
- Grievance procedures
- Illegal discrimination and corrective steps

**Employee's Training**

- The Unlawful Workplace Harassment Policy
- Disciplinary actions
- Grievance procedures

SECTION 7

## Counseling

Some victims of unlawful workplace harassment have been known to experience some work-related problems such as absenteeism, low productivity, inefficiency, as well as physiological problems that have been linked to stress. Assistance is available through the Employee Assistance Program (EAP) for those employees experiencing personal work related problems resulting from unlawful workplace harassment.

SECTION 8

## Outside Contractors

Employee conduct towards an outside vendor or contractor that would constitute unlawful workplace harassment could constitute unacceptable personal conduct.

SECTION 9

## Grievance

Any current or former employee of Union County who feels that he/she has been unlawfully harassed in the workplace is urged to follow the normal grievance procedure outlined in Article IX, Section 3.

The employee may bypass any step in the grievance procedure involving review of or decisions by the alleged harasser, as outlined in Article IX.

SECTION 10

## Investigation

A prompt impartial investigation will be made in all cases alleging harassment based on presented facts surrounding the misconduct. Each case will be reviewed based on the presented facts. All parties involved are entitled to a fair and impartial review of the facts. Interference, coercion, restraint or reprisal against any person complaining of sexual harassment is prohibited.

# ARTICLE XI. EMPLOYEE BENEFITS

SECTION 1
## Insurance Benefits
Revised 5/1/2000, 7/30/2014, 6/16/2026

The County will provide individual medical and dental insurance to all full-time and eligible benefited part-time employees. ~~These~~Eligible employees ~~are eligible to~~may also obtain employee/spouse, employee/child, or family medical and dental insurance coverage by paying ~~the additional~~a monthly cost~~. Employees~~ as set by the County. Eligible employees shall be enrolled in the programs in accordance with the provisions of the insurance contracts and on the first day of the next month immediately following the day of hire.

Persons who occupy the position of County Manager may elect to continue coverage of the insurance provided pursuant to this Section after separation, provided that the following conditions are satisfied:

a) Such person is separated from service with the County for a reason other than gross misconduct;

b) Such person has attained age 60 at the time of separation of service;

c) Such person pays all premiums for continued coverage and such premiums are paid in a timely manner; and

d) Such person elects to continue coverage prior to separation such that there is no lapse in coverage.

A County Manager who elects to continue coverage pursuant to this Section may also continue coverage for his or her spouse, or, if permitted under the terms of the applicable insurance policies, may add coverage for his or her spouse at some point after separation upon occurrence of a qualifying event. Other dependents are not eligible for continued coverage, expect as may be provided by applicable law. Any lapse in continued coverage for the County Manager and/or spouse shall render such person(s) ineligible for further coverage pursuant to this Section. All coverage continued after the County Manager's date of separation pursuant to this Section shall terminate upon the former County Manager attaining age 65.

SECTION 2
## Unemployment Insurance

Local governments are covered by unemployment insurance. Union County employees who are laid off or released from the County's service may apply for unemployment compensation through the local office of the Department of Commerce, Division of Employment Security. Eligibility for unemployment insurance will be determined by the Department of Commerce, Division of Employment Security.

SECTION 3
## Retirement Benefits
Revised 6/16/2026

Each ~~permanent,~~ full-time and benefited part-time employee, as a condition of employment, must join the Local ~~Government~~Governmental Employees' Retirement System. Employees must contribute, through payroll deduction, the predetermined percentage of gross salary each month to the system. The County contributes an actuarially determined percentage of the gross payroll each month to the system.

SECTION 4

## Law Enforcement Officers' Retirement Benefits

Law Enforcement Officer's Benefits are covered in a booklet provided by the Department of the State Treasurer of North Carolina.

SECTION 5

## Post Employment Health Insurance Benefits

Revised 06.16.08, revised July 1, 2013, June 19, 2023, June 17, 2024, November 4, 2024

### 5.1 Employment Before July 1, 2008

Any full-time employee of the County of Union who (i) was employed by Union County before July 1, 2008, (ii) retires from service (regular or disability) under the provisions of the North Carolina Local Government Employee's Retirement System (NCLGERS) or the North Carolina Law Enforcement Officer's Benefit and Retirement Fund (NCLEOBRF), (iii) immediately prior to such retirement has earned ten (10) consecutive years of creditable service under either the NCLGERS or the NCLEOBRF without a break in service, and (vi) earned such years of creditable service due to continuous full-time employment by the County, shall be eligible to continue coverage under the County's Group Health Insurance Program on the same basis as active full-time employees of the County.

In light of the unusual family and work exigencies and burdens posed by the COVID-19 pandemic and government responses thereto, any break(s) in the consecutive/continuous service requirement cumulatively lasting no longer than 180 days after July 1, 2008, shall not adversely affect qualification to receive this benefit for any employee with a retirement date on or after March 10, 2020. In order for an employee who had a qualifying break in service to receive such benefits, the employee must apply for the receipt of such benefits through the Human Resources Office. Such employees who had a qualifying break in service are eligible to receive benefits commencing from the date of approval of such application for these benefits by the County Manager, or his or her Human Resources designee.

### 5.2 Employment On or After July 1, 2008

Any full-time employee of the County of Union who (i) was employed by Union County on or after July 1, 2008, (ii) retires from service (regular or disability) under the provisions of the North Carolina Local Government Employee's Retirement System (NCLGERS) or the North Carolina Law Enforcement Officer's Benefit and Retirement Fund (NCLEOBRF), (iii) immediately prior to such retirement has earned twenty (20) consecutive years of creditable service under either the NCLGERS or the NCLEOBRF without a break in service, and (vi) earned such years of creditable service due to continuous full-time employment by the County, shall be eligible to continue coverage under the County's Group Health Insurance Program on the same basis as active full-time employees of the County.

In light of the unusual family and work exigencies and burdens posed by the COVID-19 pandemic and government responses thereto, any break(s) in the consecutive/continuous service requirement cumulatively lasting no longer than 180 days after July 1, 2008, shall not adversely affect qualification to receive this benefit for any employee with a retirement date on or after March 10, 2020. In order for an employee who had a qualifying break in service to receive such benefits, the employee must apply for the receipt of such benefits through the Human Resources Office. Such employees who had a qualifying break in service are eligible to receive benefits commencing from the date of approval of such application for these benefits by the County Manager, or his or her Human Resources designee.

SECTION 6

## Benefits/Other - Fixed

Revised 6/16/2026

Union County, as the employer, provides the following additional benefits to its employees:

a) Workers' Compensation - Provides coverage to all full and part-time employees to cover medical expenses and lost time from work due to work related injuries.

b) 401(k) Plan - Supplemental Retirement Income Plan of North Carolina provides an automatic contribution by the employer for all eligible and participating members of the North Carolina Governmental Employees' Retirement System.

SECTION 7

## Benefits/Other – Flexible

Revised June 2, 2025

Additional deductions/benefits may be approved by the Board of County Commissioners from time to time. Approved payroll deductions, may include, without limitation, payroll deductions for health insurance; dental insurance; disability insurance; life insurance; accident/cancer/major medical; and other supplemental insurances; flexible spending accounts; deferred compensation; and other employment benefit programs.

SECTION 8

## Special Separation Allowance

Approved June 4, 1990, Revised July 24, 2006, October 19, 2009, July 7, 2013, July 11, 2022

### 8.1 Law Enforcement Officers

Notwithstanding anything herein to the contrary, the eligibility of local law enforcement officers for Special Separation allowances shall be determined in accordance with North Carolina General Statute 143-166.42.

### 8.2 Local Government Employees

#### 8.2.1 Employed Before July 1, 2013

To qualify for the allowance, the local government employee shall:

a. Be employed by Union County before July 1, 2013, and have (a) completed 30 years or more of creditable service or, (b) have attained 55 years of age and completed five or more years of creditable service; and

b. Not have attained 62 years of age; and

c. Be employed by Union County with five years of service before July 1, 2013, and have completed at least five years of continuous service as herein defined immediately preceding a service retirement. Any break in the continuous service required by this Subsection because of disability retirement or disability salary continuation benefits shall not adversely affect a qualification to receive the allowance, provided the employee returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

As used in this Section, "creditable service" means the service for which credit is allowed under the retirement system of which the employee is a member.

**8.2.2 Employed On or After July 1, 2013**

Any employee of Union County who is employed on or after July 1, 2013, does not qualify to receive the special separation allowance.

**8.2.3 Allowance Determination**

Qualified county employees that were employed before July 1, 2013, who are members of the North Carolina Local Governmental Employees' Retirement System, and that meet the requirements listed in Section 8.2.1 shall receive, beginning the second pay cycle of each month in which the employee retires on a basic service retirement, an annual separation allowance equal to 0.85 percent of the annual equivalent of the employee's most recent base rate of compensation for each year of creditable service. The allowance shall be paid in 12 equal installments the second pay cycle of each month. The calculation formula is last salary x 0.85 percent x Number of Years of Creditable Service.

**8.2.4 Allowance Termination**

The special separation allowance payments shall cease at the time the retired employee reaches any of the following:

a. 62 years of age,
b. Retired employee dies, or
c. Is reemployed by a North Carolina local government employer; provided however, that a retired employee may continue to receive separation allowance payments if the employee returns to work for Union County government on a non-benefited part-time basis.

**8.2.5 Prohibition of Waivers**

Requests for waiver of this policy will be entertained in the sole discretion of the Manager for good and substantial need and in compliance with applicable law.

SECTION 9

## Tuition Reimbursement Program

Revised May 2, 2016, June 19, 2023, June 17, 2024, June 16, 2026

### 9.1 Purpose

To reimburse employees who complete degrees, courses or certificates from eligible institutions that further their professional development with Union County.

### 9.2 General Provisions

a) Funding for the Tuition Reimbursement Program is determined by, and subject to, appropriation by the Board of County Commissioners at the beginning of each fiscal year.

b) Funding for approved tuition reimbursement applications is encumbered on a first come, first served basis during the County's fiscal year for as long as funds are available.

c) An application for the Tuition Reimbursement Program shall not be considered approved based solely on its submittal to the Human Resources Office.

d) A Department is allowed the discretion to limit Skills Training to employees for budgetary or other business considerations.

e) In this Section 9 of Article XI, the term "Department" refers to any Department as is commonly referred to in the Union County organizational hierarchy, as well as any other agency/service area/office which does not have any separate departments.

### 9.3 Skills Training

**Skills Training** is characterized as training with a strategic purpose which is essential for the employee to perform his or her job. Skills Training would also include coursework required to maintain job required certification/licensure. Skills Training is provided on the County's time and is paid for in full by the Department.

Examples of Skills Training include: courses offered by professional associations, state agencies, or institutions such as the UNC-School of Government; continuing education courses needed to obtain credits necessary for an employee to retain a certification, licensure or accreditation required by the County for the employee's position; training to learn new job specific techniques; and job specific courses that provide updates to regulations, laws or technology.

### 9.4 Course Type Guidelines

Courses will be approved by the Department Director on a case-by-case basis according to the following criteria:

| Description | Type | Reimbursement |
|---|---|---|
| Courses that are essential for the job to ensure the employee has the immediate competencies to satisfactorily perform the job.<br>Courses that are required to retain a certification, licensure or accreditation required by the County for the employee's position.<br>Courses that are not essential for the employee to perform their job but provide training to learn new job skills; techniques; or are relevant to the employee's professional enrichment. | Skills Training | 100% paid by Agency/ Department in accordance with County policies |
| Higher education courses or programs offered by an accredited institution in a field relevant to County employment, and in a field in which the County recruits. | Tuition Reimbursement | 100% tuition reimbursement, up to the limit in 9.12 |
| Courses that are not essential for the employee to perform the job, not in a field relevant to County employment, or not related to a field in which the County recruits. | N/A | Denied |

### 9.5 Higher Education Appropriateness

**Higher Education** is characterized as education beyond what is minimally required by an employee's current position, which enhances an employee's capabilities, but is not essential for the employee to perform in their current position with Union County.

Before a Higher Education course or program is approved, the course of study should be shown to be a degree, course or certification program offered by an institution accredited by a National or Regional Accreditation Council recognized by the U.S. Department of Education, in a field relevant to County employment, and in a field in which the County recruits.

An employee desiring to undertake a course of study shall complete a Tuition Reimbursement Program Application~~, which shall be developed by the Human Resources Office~~.

### 9.6 Eligibility Criteria for Tuition Reimbursement Program

To be eligible to receive tuition reimbursement in the Tuition Reimbursement Program an employee **must meet all of the following criteria**:

a) Be either a full-time or a benefited part-time employee;

b) Meet or exceed the standard performance expectations of his or her current position ~~by having not less than 2.0 overall rating on their~~as determined by his or her most recent annual review.

c) Have sufficient accrued paid leave to cover any anticipated time away from work needed to complete the desired education or training, which must be approved by the employee's Department Director in accordance with Section 9.7 herein;

d) Be enrolled in an educational institution accredited by one of the National or Regional Accreditation Councils recognized by the U.S. Department of Education;

e) Pursue a degree, course or certification in a field relevant to County employment;

f) Take for-credit course work must be related to a field in which the County recruits (relation to a field shall be determined by the Human Resources Office, in conjunction with the appropriate Department if necessary).

g) Submit the Tuition Reimbursement Program Application in hard copy to the Human Resources Office in accordance with the following deadlines:

a. Applications for schools on a traditional quarter or semester system must be received no sooner than thirty (30) calendar days prior to the beginning of the quarter or semester, and no later than thirty (30) calendar days after classes have begun. Individual courses taken within a quarter or semester cannot be split into two payments.

b. Applications for schools which teach on a course-by-course basis can be submitted for each course individually, or up to three (3) consecutive courses can be grouped together into one application. In either case the application must be received by the Human Resources Office no sooner than thirty (30) calendar days prior to the beginning of the first course and no later than thirty (30) calendar days after the first course began.

h) Submit a separate Tuition Reimbursement Program Application for each quarter, semester or other time period for which tuition reimbursement is requested.

**9.7 Use of Work Time Prohibited**

a) Generally, all courses must be taken outside of work hours. However, if a course necessary for the completion of the program of study is offered only during a time which conflicts with the employee's scheduled work, the employee may use accrued vacation, floating holiday, or compensatory time off leave during the time the course conflicts with any scheduled work. However, use of such time must be approved by the Department Director, in his or her sole discretion, based upon Department business needs.

b) In infrequent and rare instances, employees may request an irregular work schedule to take a class or course necessary for the completion of their program of study if such a course is offered only during a time which conflicts with the employee's normally scheduled work. The use of such an irregular work schedule must be approved by the Department Director, in his or her sole discretion, based upon Department business needs.

**9.8 Doctorate Studies**

a) Tuition reimbursement requests for doctorate degree studies will be reviewed on a case-by-case basis and must be approved by the County Manager.

**9.9 Exclusions**

a) Full-time and benefited part-time employees are not eligible to apply for tuition reimbursement if they are on leave without pay status.

b) Skills Training paid for by a Department is not covered under the Tuition

Reimbursement Program.

c) Courses involving sports, games or hobbies are not covered under the Tuition Reimbursement Program, unless the course is approved as meeting the requirements for Higher Education set forth in Section 9.5 herein.

**9.10 Acceptance or Denial**

a) The Human Resources Office will notify the Tuition Reimbursement Program applicant in writing of approval or denial within three (3) weeks of receiving the application.

**9.11 Appeal Process**

a) Employees whose applications for the Tuition Reimbursement Program have been denied must submit their appeals for reconsideration, in writing, along with supporting information to the Human Resources Office within fifteen (15) calendar days from the date of notification of the denial of their Tuition Reimbursement Program application.

b) Denials based upon the employee's ineligibility to participate in the Tuition Reimbursement Program, the ineligibility of an educational institution, and timeliness of the application are not eligible for an appeal.

c) The County Manager, or his or her Human Resources designee, shall make the final determination regarding the applicant's appeal.

d) Employees will be notified by the Human Resources Office of the decision regarding their appeal within two weeks of receipt of the appeal.

**9.12 Payment Guidelines**

a) Employees will be eligible to receive no more than the Internal Revenue Service ("IRS") income tax exclusion limit for educational assistance through the Tuition Reimbursement Program per calendar year. This limit ~~will apply to~~is set by the IRS and may change at any time. The limit applies to all employer reimbursements ~~for both graduate and undergraduate level courses.~~under the Tuition Reimbursement Program. Please refer to IRS Publication 15-B, or any successor publication, for the current limit amount. Questions regarding pay, tax, or related implications of participation in the Tuition Reimbursement Program should be directed to a tax, IRS, or other appropriate professional.

a. Full time employees: 100% reimbursement up to the amount set as the limit for exclusion from taxable wages for educational assistance set forth by the ~~Internal Revenue Service ("IRS"). This limit amount is set by the IRS and may change at any time. Please refer to IRS Publication 15-B, or any successor publication, for the current limit amount.~~IRS.

~~Note: Employees with questions associated with tax implications should consult their tax professional or IRS professional.~~

b. Benefited part-time employees: Pro-rated reimbursement of the limit amount for exclusion from taxable wages for educational assistance set forth by the IRS based upon the percentage at which the employee earns other employment benefits. (E.g. 50%, 65%,

75% of the full limit amount). ~~This limit amount is set by the IRS and may change at any time. Please refer to IRS Publication 15-B, or any successor publication, for the current limit amount.~~

~~Note: Employees with questions associated with tax implications should consult their tax professional or IRS professional.~~

c. Graduate level education generally does not qualify for exclusion from taxable wages for educational assistance set forth by the IRS. Generally, tuition reimbursement for such courses will be considered a fringe benefit subject to regular taxation as wages, unless the course meets the requirement for exclusion from taxable wages as set forth by applicable law. Reimbursement for such coursework still applies toward the limit amount under the Tuition Reimbursement Program set forth above in Section 9.12(a) herein.

d. The exclusion from taxable wages status of the requested reimbursement will be made at the time of application review and documented on the application form.

b) The tuition reimbursement payment shall be based upon tuition actually paid by the employee. When tuition is reduced by the school, the reimbursement is based upon the reduced rate. This includes discounts based upon recruitment incentives, military status, employment status and similar situations. Grants and scholarships received by the student that reduce the tuition paid shall reduce the tuition reimbursement payment.

c) College level Examination Program (CLEP) will be treated the same as tuition.

**9.13 Reimbursable Fees**

Participants may be reimbursed for certain fees in addition to tuition, at the same percentage allowed based upon their employment status (40 hours = 100%, 30 hours =75%, 20 hours =50%, etc.). If a fee is not listed as a reimbursable fee below, then it will be considered non- reimbursable (examples of such non-reimbursable fees are class resource materials, transportation, room and board, and payment convenience fees). The following are reimbursable fees:

a) Fees titled mandatory fees by the applicable education institution or program

b) CLEP test fees

c) Program fee

d) Library fee

e) Lab fee

f) Resource fee

g) Internet fee

h) Student fee

i) Technology fee

j) On-line fee

k) Out-of-State distance education fees

**9.14 Receiving Payment**

a) To receive a reimbursement payment an employee is responsible for submitting the following to the Human Resources Office within thirty (30) days of course completion.

a. a report from the accredited educational institution indicating a "C" or higher for each course, or other evidence of satisfactory completion; and

b. an itemized bill or statement, as well as proof of tuition payment.

b) The County Manager, or his or her Human Resources designee, in his or her sole discretion may grant extensions for the completion of course work for medical reasons, military reasons, or similar extenuating circumstances.

c) Employees working on a thesis or dissertation may submit a letter from their professor stating that satisfactory progress is being made towards completion at the end of the quarter or semester (as applicable). Any incomplete work must be made-up within one year.

d) Employees accepted under the Tuition Reimbursement Program will be required to sign an agreement that will include repayment terms and conditions, as well as other conditions of the Tuition Reimbursement Program.

**9.15 Repayment of Reimbursed Tuition**

~~a) Prior to final approval of a Tuition Reimbursement Program application the employee must sign the Tuition Repayment Commitment and Authorization for Salary Deduction form, as well as any other forms required by the Human Resources Office.~~

a) ~~b)~~ An employee's repayment of the full amount reimbursed under the Tuition Reimbursement Program is required if the employee does not continue in a full-time or benefited part-time status with Union County for at least two consecutive years from the date of the employee's receipt of any reimbursement amount under the Tuition Reimbursement Program. Any such repayment is required prior to the employee's separation date.

b) ~~c)~~ In the event repayment is not remitted by the separation date, deductions of the amount due will be made from the final paycheck or any other amounts payable to the employee, as allowed by applicable law.

c) ~~d)~~ This two-year continuity of service condition does not apply to employees who pass-away, separate due to a long-term disability, are part of a reduction in force, or involuntarily terminate for any reason other than termination for cause. All voluntary separations from County employment are subject to the reimbursement requirement of this section 9.15.

# ARTICLE XII. PERSONNEL RECORDS AND REPORTS

SECTION 1

## Personnel Records Maintenance

Revised April 18, 2011

The following information on each County employee is considered public information:

a) Name

b) Age

c) Date of original employment or appointment to County service

d) The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the county has the written contract or a record of the oral contract in its possession

e) Current position title

f) Current salary

g) Date and amount of each change in salary

h) Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification

i) Date and general description of the reasons for each promotion

j) Date and type of each dismissal, suspension or demotion for disciplinary reasons taken by the county. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the county setting forth the specific acts or omissions that are the basis of the dismissal.

k) The office to which the employee is currently assigned.

SECTION 2

## Access to Personnel Records

As required by NCGS Sec. 153A-98, any person may have access to the information listed in Section 1 of this Article for the purpose of inspection, examination, and copying during the regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Board of Commissioners may adopt. Access to such information shall be governed by the following provisions:

a) All disclosures of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of employee, information disclosed, date information was requested, name and address of the person to whom the disclosure is made. This information must be retained for a period of two years.

b) Upon request, records of disclosure shall be made available to the employee to whom it pertains.

c) An individual examining a personnel record may copy the information.

SECTION 3

## Confidential Information

Revised April 18, 2011

The County does not furnish employee name and address lists.

All information contained in a County employee's personnel file, other than the information listed in Section 1 of this Article, will be maintained as confidential in accordance with the requirement of NCGS Sec. 153A-98 and shall be open to public inspection only in the following instances:

a) The employee or his/her duly authorized agent may examine all portions of his/her personnel file, EXCEPT
1) letters of reference solicited prior to employment 2) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his/her patient.

b) A licensed physician designated in writing by the employee may examine the employee's medical records.

c) A County employee having supervisory authority over the employee may examine all materials in the employee's personnel file.

d) By order of a court of competent jurisdiction, any person may examine all material in the employees personnel file as may be ordered by the court.

e) An official of any agency of the State or Federal government, or any political subdivision of the State may inspect any portion of a personnel file when such information is deemed necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employees tax liability as provided for in NCGS 153A-98. However, the name, address, and telephone number from a personnel file may be released for the purpose of assisting in a criminal investigation.

f) As otherwise permitted by NCGS 153A-98.

g) Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

h) A record shall be made of each disclosure and place in the employee's file (except disclosures to the employee and the supervisor).

SECTION 4

## Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

SECTION 5

## Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place in their file a statement relating to the material he/she considers to be inaccurate or misleading. The employee may seek the removal of such material in accordance with the established grievance procedures (Article IX).

SECTION 6

## Penalty for Permitting Access to Confidential File by Unauthorized Person

General Statute 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed five hundred dollars ($500.00).

SECTION 7

## Penalty for Examining and/or Copying Confidential Material Without Authorization

General Statute 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file, shall be guilty of a misdemeanor and upon conviction shall be fined in the discretion of the Court in an amount not to exceed five hundred dollars ($500.00).

# ARTICLE XIII. DRUG AND ALCOHOL FREE WORKPLACE POLICY

Revision Date: June 2, 2008, September 20, 2010, October 17, 2011, August 15, 2016, August 19, 2019, August 17, 2020, June 19, 2023, June 16, 2026

SECTION 1

## Applicability, Purpose and Scope of Policy

Revised June 19, 2023

a. This Article XIII, "Drug and Alcohol Free Workplace Policy", (the "Policy" as used in this Article) is applicable to all employees except those employees who are Mass Transit Employees and Mass Transit Applicants (as such terms are defined herein). Mass Transit Employees and Mass Transit Applicants are subject to Addendum #3, "Drug and Alcohol Policy Applicable to Covered Mass Transit Employees and Applicants for Such Positions," to the Union County Personnel Resolution.

b. The purpose of this Policy is to maintain a Drug-free and Alcohol-free Workplace and to provide procedures for testing job applicants and employees for the use of illegal drugs, the improper use of prescription medications, and the misuse of Alcohol.

c. All testing will be conducted in a manner that will protect the rights of employees and applicants subject to testing. Therefore, the County will take all necessary steps to safeguard the dignity and self-esteem of those being tested and will ensure adherence to all procedures pertaining to the implementation of this Policy. The County will adhere strictly to all standards of confidentiality and assure all employees that testing records and results will be released only to those authorized to receive such information.

d. Employees with substance-abuse problems are encouraged to voluntarily seek help. If an employee should approach the County prior to being identified as a Drug user/abuser or Alcohol abuser by means of Drug Testing or Alcohol Testing, all possible and positive consideration for a medical leave of absence for treatment and/or counseling will be pursued. However, notwithstanding any other provision of this Policy to the contrary, employees who fail Drug Tests or Alcohol Tests may be disciplined, up to and including termination, in accordance with the provisions of this Policy. If an employee is terminated, no benefits except those provided for by federal, State or local act will be provided for beyond the last day of employment.

e. Employees will be given a copy of this Policy and will be required to sign a form acknowledging its receipt. By continuing to work, the employee agrees that he/she will abide by the Policy as a condition of employment. Failure to sign the form will result in disciplinary action up to and including termination.

f. This Policy shall be administered by the Union County Human Resources Director or his or her designee (the "HR Director"), in consultation with the Union County Risk Manager, and as directed by the County Manager.

SECTION 2

## Definitions

Revised October 17, 2011, August 15, 2016, June 19, 2023

***Accident*** means a Major Vehicle Accident or any event occurring while an employee is On Duty that results in death, bodily injury, or property damage that was not expected or intended to happen.

***Adulterated Specimen*** means a ~~specimen~~Specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of ~~specimen~~Specimen or showing an abnormal concentration of an endogenous substance.

***Alcohol*** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation, or medication.

***Alcohol Concentration*** means the expression in terms of grams of Alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

***Alcohol Test(ing)*** means a test for the presence of Alcohol in the breath or blood of an employee.

***Aliquot*** means a fractional part of a ~~specimen~~Specimen used for testing. It is taken as a sample representing the whole ~~specimen~~Specimen.

***Canceled Test*** means a Drug Test or Alcohol Test that has a problem identified that cannot be or has not been corrected, or which is canceled. A Canceled Test is neither Positive nor Negative

***CDL*** means a Commercial Driver's License

***Clearinghouse*** means the Commercial Driver's License Drug and Alcohol Clearinghouse, a database established under the FMCSA that contains information about violations of FMCSA's Drug and Alcohol testing program for the holders of CDL's.

***Commercial Vehicle*** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

(a) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;

(b) Has a gross vehicle weight rating of 26,001 or more pounds;

(c) Is designed to transport 16 or more passengers, including the driver; or

(d) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and that requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

***Confirmatory Test*** means a second analytical procedure performed on a different Aliquot of the original ~~specimen~~Specimen to identify and quantify the presence of a specific Drug or metabolite; or in the case of an Alcohol Test, a second test procedure performed to determine Alcohol Concentration.

***Conviction*** means a finding of guilt, a plea of guilt, a plea of nolo contender, or imposition of sentence by any judicial body charged with the responsibility to determine violations of federal or state Criminal Drug Statutes.

***County*** means Union County, North Carolina.

***Covered Applicant*** means an applicant for an employment position that would be considered a Covered Employee position under this Policy.

***Covered Employee*** means an employee whose job involves the performance of a Safety-Sensitive Function. Covered Employees include, but are not limited to, Covered Employees who drive a Commercial Vehicle.

***Criminal Drug Statute(s)*** means a criminal statute relating to the manufacture, distribution, dispensation, use or possession of any Drug.

***Dilute(d) Specimen*** means a urine ~~specimen~~Specimen with creatinine and specific gravity values that are lower than expected for human urine.

***Disabling Damage*** means damage that precludes departure of a motor vehicle from the scene of the Accident in its usual manner in daylight after simple repairs. This definition includes damage to a motor vehicle, where the vehicle could have been operated, but would have been further damaged if so operated. This definition excludes: damage that can be remedied temporarily at the scene of the occurrence without special tools or parts; tire disablement without other damage even if no spare tire is available; headlamp or taillight damage; and damage to turn signals, horn, or windshield wipers, which makes them inoperable.

***DOT*** means the United States Department of Transportation and all of its agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the FMCSA, the FTA, the Pipeline and Hazardous Materials Safety Administration (PHMSA), the National Highway Traffic Safety Administration (NHTSA), and the Office of the Secretary. The United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for Drug Testing purposes. These terms include any designee of a DOT agency.

***Drug*** means a drug or controlled substance as listed in Schedules I through V of the Federal Controlled Substances Act (21 U.S.C. § 812) or as defined in the North Carolina Controlled Substances Act (Chapter 90, Article 5, N.C.G.S), or any other substance (other than food) that may be determined to reduce work efficiency.

***Drug Test(ing)*** means a test for the presence of Drugs or Drug metabolites in the urine, oral fluid, or blood of an employee.

***FMCSA*** means the Federal Motor Carrier Safety Administration.

***FTA*** means the Federal Transit Administration.

***HHS*** means the United States Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

***Initial Drug Test*** means the test used to differentiate a Negative ~~specimen~~Specimen from one that requires further testing for Drugs or Drug metabolites.

***Invalid Result*** means the result reported by a Laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a Positive, Negative, Adulterated, or Substituted Specimen result cannot be established for a specific Drug or ~~specimen~~Specimen Validity Test.

***Laboratory*** means any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Test Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT. For the purposes of Drug Testing an Oral Fluid Specimen, Laboratory also means any U.S. laboratory holding a CLIA certification and/or CAP accreditation.

***Major Vehicle Accident*** means an occurrence involving the operation of a vehicle that results in: (i) a fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) one or more vehicles incurring Disabling Damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

***Mass Transit Applicant*** means an applicant for an employment position that would be considered a Mass Transit Employee as defined in this Policy.

***Mass Transit Employee*** means an employee who: (i) works for a County agency or department that receives federal transit funds; and (ii) operates a Revenue Service Vehicle, operates a Nonrevenue Service Vehicle that requires a CDL, controls the dispatch or movement of a Revenue Service Vehicle, or maintains (including repair, overhaul, and rebuilding) a Revenue Service Vehicle or equipment used in revenue service.

***Medical Review Officer (MRO)*** means a properly licensed physician (medical doctor or doctor of osteopathy) responsible for receiving Laboratory results generated under this Policy who has specific training in the area of substance abuse. The MRO not only has knowledge of substance-abuse disorders, but also has been trained to interpret and evaluate Laboratory test results in conjunction with an employee's medical history and any other relevant bio-medical information.

***National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT)*** means a device approved by the NHTSA for the evidential testing of breath at the 0.02 and 0.04 Alcohol Concentrations and appears on the Office of Drug & Alcohol Policy & Compliance ("ODAPC") web page for "Approved Evidential Breach Measurement Devices" because it conforms with the model specifications available from NHTSA.

***Negative,*** with respect to the results of an ***Alcohol Test***, means a test that indicates a breath Alcohol Concentration of less than 0.02. ***Negative,*** with respect to the results of a ***Drug Test***, means a test result that is reported when a ~~specimen~~Specimen contains no Drug or Drug metabolite, or the concentration of the Drug or Drug metabolite is less than the cutoff concentration for the Drug or Drug class or Drug metabolite and the ~~specimen~~Specimen is a valid ~~specimen~~Specimen.

***Negative Dilute*** means a Drug Test result which is Negative for the five Drug/Drug metabolites but has creatinine and specific gravity values lower than expected for human urine.

***Nonrevenue Service Vehicle*** means a vehicle available to the public for carrying passengers who are not charged for transportation on either a per-passenger or per-vehicle basis (such as a school bus), in accordance with FTA regulations.

***On Call*** means being subject to a call to report immediately to work for which the employee receives some form of compensation from the County.

***On Duty*** means when an employee is at the Workplace, performing job duties, or during any other period of time for which he or she is entitled to receive pay from the County.

***Oral Fluid Specimen*** means a Specimen that is collected from a person's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An Oral Fluid Specimen is considered to be a direct observation collection under this Policy.

***Pass*** with respect to an ***Alcohol Test*** means that the test showed no evidence or insufficient evidence of a prohibited level of Alcohol. ***Pass*** with respect to ***Drug Test*** means that the test showed either (a) no evidence or insufficient evidence of a prohibited Drug or Drug metabolite, or (b) evidence of a prohibited Drug or Drug metabolite, but there was a legitimate medical explanation for the result as determined by an MRO.

***Positive,*** with respect to the results of an ***Alcohol Test,*** means the presence of Alcohol in an employee's system in a concentration of 0.04 or greater (although see Section 3 of this Policy for the treatment of an Alcohol Test with the presence of Alcohol in an employee's or applicant's system in a concentration of at

least 0.02). ***Positive,*** with respect to the results of a ***Drug Test,*** means the test result that is reported when a ~~specimen~~Specimen contains a Drug or Drug metabolite equal to or greater than the cutoff concentrations.

***Reasonable Suspicion*** for Covered Employees who drive a Commercial Vehicle means that there is suspicion that an employee is engaged in the improper use of Alcohol or Drugs in violation of this Policy, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the Covered Employee who drives a Commercial Vehicle made by a Supervisor or other County official trained in detecting the signs and symptoms of misuse of Alcohol or Drugs in accordance with 49 C.F.R. § 382.603.

***Reasonable Suspicion*** for all other employees (those employees who are not Covered Employees who drive a Commercial Vehicle) means a well-founded belief, as determined by an employee's Supervisor, that the employee is engaged in the improper use of Alcohol or Drugs in violation of this Policy based on the following criteria:

- Direct observation of Alcohol or Drug use or possession;
- Direct observation of common physical symptoms of being under the influence of Alcohol or Drugs, such as impairment of motor functions or speech;
- Arrest or Conviction for an Alcohol or Drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal Drug possession, use, or distribution;
- Information provided by reliable and credible sources or independently corroborated; or
- Newly discovered evidence that the employee tampered with a previous Alcohol Test or Drug Test.

***Reconfirm*** means the result reported for a split ~~specimen~~Specimen when the second Laboratory is able to corroborate the original result reported for the primary ~~specimen~~Specimen.

***Revenue Service Vehicle*** means a vehicle available to the public for carrying passengers who pay transportation fares either directly, through assistance by public policy, or through some contractual arrangement, in accordance with FTA regulations.

***Safety-sensitive Function*** for all Covered Employees who drive a Commercial Vehicle means:

- Operating a non-transit commercial motor vehicle requiring a CDL to be operated.

***Safety-sensitive Function*** for all other employees (those employees who are not Covered Employees who drive a Commercial Vehicle) means a job function the dereliction of which may likely cause a serious and immediate threat to public safety, including, without limitation:

- Driving a motor vehicle on a regular basis, unless the percentage of work time spent driving is negligible;
- Operating heavy machinery;
- Maintaining or inspecting motor vehicles or heavy machinery;
- Dispatching emergency services;
- Handling hazardous chemicals;
- Performing water treatment or wastewater treatment operations;
- Veterinarian services;
- Performing direct patient health care; or
- Lifeguarding.

***SAP*** means a Substance Abuse Professional as defined in 49 C.F.R. Part 40.

**Specimen** means fluid, breath, or other material collected from a person for the purpose of a Drug Test or Alcohol Test.

***Split Specimen Collection*** means a collection in which the ~~urine~~single Specimen collected is divided into two separate ~~bottles~~containers, the primary ~~specimen~~Specimen (Bottle A) and the split ~~specimen~~Specimen

(Bottle B).

***Substituted Specimen*** means a ~~urine specimen with creatinine~~person's Specimen not consistent with a normal human Specimen, as determined by HHS (e.g., a urine Specimen with creatine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine).

S***upervisor,*** in general, means any employee who has the authority to direct the job activities of one or more other employees. With respect to a particular employee, the term means such employee's immediate Supervisor and all persons having indirect supervisory authority over such employee.

***Validity Test(ing)*** means the evaluation of the ~~specimen~~Specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine ~~specimens~~Specimens provided for testing under DOT authority. The purpose of Validity Testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine ~~specimen~~Specimen was a Diluted Specimen, or if the ~~specimen~~Specimen is a Substituted Specimen.

***Verified Negative,*** with respect to the results of a Drug Test, means a test result reviewed by a MRO and determined to have no evidence of prohibited Drug use above the minimum cutoff levels established by HHS. ***Verified Negative***, with respect to the results of an Alcohol Test, means a test that indicates a breath Alcohol Concentration of less than 0.02.

***Verified Positive****,* with respect to the results of a Drug Test, means a test result reviewed by a MRO and determined to have evidence of prohibited Drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

***Workplace*** means the location or facility where an employee may be expected to perform any task related to the requirements of his or her job. This includes break rooms and restrooms, outdoor work sites, County vehicles, personal vehicles while being used for County business, computer workstations, conference rooms, hallways, private offices, open/partitioned work areas, public contact/customer service/medical services areas, and parking lots.

SECTION 3

## Prohibited Behavior

Revised June 19, 2023

### 3.1 Alcohol

a. The manufacture, distribution, dispensation, possession, storage, purchase, or use of Alcohol by County employees while On Duty is prohibited and constitutes grounds for immediate termination.

b. No employee shall report for duty or remain On Duty while having an Alcohol Concentration of 0.02 or greater.

c. No Covered Employee shall use Alcohol within four (4) hours before going On Duty.

d. No employee involved in an Accident that requires an Alcohol Test pursuant to this Policy shall consume any Alcohol for eight (8) hours following the Accident or until the test is performed, whichever comes first.

e. An employee who: (i) refuses to submit to an Alcohol Test or fails to follow through with an Alcohol Test when testing is required by this Policy, or (ii) reports or remains On Duty with an Alcohol Concentration of 0.04 or greater will be subject to termination. The employee will be removed immediately from duty and referred to a SAP. However, before proceeding with disciplinary action, the employee's Department Director must assure that the facts of the case are

reviewed by the HR Director.

f. An employee who is tested and found to have an Alcohol Concentration of 0.02 or greater but less than 0.04 shall not perform or continue to perform his or her job functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test unless a Confirmatory Test results in an Alcohol Concentration of less than 0.02. The employee shall be removed from duty without pay for this period.

g. An employee who is terminated as a result of a Positive Alcohol Test will not be considered for re-employment for a period of two (2) years from the date of the test.

h. A Covered Employee who drives a Commercial Vehicle who: (i) refuses a required Alcohol Test or (2) has a confirmed Alcohol Test result of 0.04 or greater may not subsequently perform any Safety-Sensitive Function for the County unless and until he or she completes a SAP evaluation, referral, and education/treatment process, and shall be subject to return-to-duty and follow up testing, as set forth in 49 C.F.R. Part 40, as amended.

**3.2 Drugs**

a. The unlawful manufacture, distribution, dispensation, possession, purchase, or use of Drugs by employees is prohibited and constitutes grounds for immediate termination.

b. No employee shall report for duty or remain On Duty while under the influence of Drugs.

c. An employee shall inform his or her Supervisor if, prior to beginning work or while he or she is On Duty, he or she has used or intends to use any prescription medication, over-the-counter medication, or other substance that might impair his or her ability to satisfactorily perform duties. Employees are responsible for a thorough understanding of the effects and potential side effects of medications ~~or other chemical~~, chemicals, or substances ~~taken~~in any form ingested, applied or used by the employee. Failure to notify the Supervisor under these circumstances may result in disciplinary action up to and including termination. However, before proceeding with disciplinary action, the employee's Department Director must assure that the facts of the case are reviewed by the HR Director.

d. An employee who: (i) refuses to submit to~~,~~ or fails to follow through when testing is required by this Policy or (ii) has a Verified Positive Drug Test will be subject to termination. The employee will be removed immediately from duty and referred to a SAP. However, before proceeding with disciplinary action (initial removal from performing any Safety-Sensitive Function, with pay, is not a disciplinary action), the employee's Department Director must assure that the facts of the case are reviewed by the HR Director.

e. An employee who ~~is terminated~~separates employment as a result of a Positive Drug Test may not be considered for re- employment for a period of two (2) years from the date of the test.

f. A Covered Employee who drives a Commercial Vehicle who: (i) refuses a required Drug Test or (2) has a Verified Positive Drug Test may not subsequently perform any Safety-Sensitive Function for the County unless and until he or she completes a SAP evaluation, referral and education/treatment process and shall be subject to return-to-duty and follow up testing, as set forth in 49 C.F.R. Part 40, as amended.

SECTION 4

## Supervisor Responsibilities

Revised June 19, 2023

Every Supervisor shall:

a. Consistently apply this Policy to all employees under his or her supervision. A Supervisor who fails to apply this Policy when he or she believes or reasonably should believe that an employee under his or her supervision has committed a violation, will be disciplined.

b. Initiate the process for having an employee take a Drug Test or Alcohol Test by notifying the HR Director, if there is Reasonable Suspicion that an employee under his or her supervision, when such employee is On Duty, has an illegal Drug or Alcohol in his or her system or is using any legal Drug in a manner other than it was intended.

c. Ensure that all employees he or she supervises receive training on the requirements and consequences of this Policy.

d. Follow the procedure established by the Department Director for assuring that an employee who is to be tested for Alcohol or other Drugs is transported to the designated test site, and that those employees for whom there is Reasonable Suspicion of substance abuse or who have had a breath Alcohol Test result of 0.02 or greater are transported home, either by personal family/friends or by arranged transportation.

SECTION 5

## Employee Responsibilities

Every employee and, to the extent applicable, every applicant shall:

a. Abide by this Policy as a condition of employment.

b. Comply with all applicable laws regulating the manufacture, distribution, dispensation, use or possession of Alcohol, Drugs, or prescription medications.

c. Assure that his or her ability to perform his or her job duties is not negatively affected due to use of a Drug or Alcohol when scheduled to report to work or when On Call. Should any employee be requested to report to work earlier than his or her normal or previously assigned time, it is the employee's responsibility to advise his or her Supervisor of an inability to perform his or her job duties or that he or she has used Alcohol or Drugs within the last four hours prior to reporting for duty. If the employee had received prior notice that he or she might be called back into work, the employee shall be considered absent without leave if he or she is unable to report to duty and may be subject to other disciplinary action due to inability to report for duty.

In the case of a Supervisor who has consumed Alcohol or Drugs within four hours of receiving an unscheduled notice to report to work or who is otherwise unable to perform his or her job duties due to the influence of Alcohol or Drugs, the Supervisor shall contact a previously designated employee within his or her department to assume the role and responsibilities of the supervisory position until the four-hour time period has passed or, if later, the Supervisor is no longer under such influence and can safely return to duty. If no employee within the

Supervisor's department is available or capable of assuming temporary supervisory responsibilities, the Supervisor shall contact a Deputy or Assistant County Manager who shall appoint a temporary Supervisor.

d. Submit immediately to a Drug Test or Alcohol Test when requested by his or her Supervisor or by the HR Director in accordance with this Policy.

e. Notify his or her department director within five (5) days of Conviction of a violation of a Criminal Drug Statute such as the manufacture, distribution, dispensation, possession, or use of narcotics, Drugs, or for any other controlled substance when such violation occurred while the employee was On Duty, as required by the Drug-Free Workplace Act of 1988.

f. Covered Employees who drive a Commercial Vehicle shall comply with Section 13.

SECTION 6

## Drug and Alcohol Tests

Revised October 17, 2011, August 15, 2016, June 19, 2023

### 6.1 Reasonable Suspicion Testing

a. Any employee who while on County property, while operating a County vehicle, or while otherwise On Duty, demonstrates work performance or behavior that creates a Reasonable Suspicion that the employee is under the influence of Alcohol or Drugs in violation of this Policy shall be subject to Alcohol Testing or Drug Testing.

b. An Alcohol Test shall be administered within two (2) hours, but no later than eight (8) hours, following the determination of Reasonable Suspicion. If the test is not administered within two (2) hours, the Supervisor must document the reason(s) the test was not promptly administered. If the test is not administered within eight (8) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) for not administering the test.

c. A Drug Test shall be administered as soon as possible, but not later than thirty-two (32) hours, following the determination of Reasonable Suspicion. If the test is not administered within thirty-two (32) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) for not administering the test.

d. Once Reasonable Suspicion is established, the employee shall not be allowed to report to duty or remain On Duty until: (i) an Alcohol Test or Drug Test is administered and the results of such test are Negative, or (ii) eight (8) hours have elapsed following a determination of Reasonable Suspicion of Alcohol, or (iii) thirty-two (32) hours have elapsed following a determination of Reasonable Suspicion of Drugs.

e. A written record shall be made of the grounds for administering a Reasonable Suspicion Test for Alcohol or Drugs and signed by the Supervisor or departmental designee who made the determination of Reasonable Suspicion within twenty-four (24) hours of the observed behavior or before the results of the Alcohol Test or Drug Test are released, whichever is earlier.

### 6.2 Post-Accident Testing

a. Any employee (who is not a Covered Employee) whose conduct apparently contributed to an Accident resulting in: (i) death: (ii) bodily injury requiring a trip to the emergency room or hospital; or (iii) Disabling Damage, shall be tested for Drugs and Alcohol following such Accident.

b. Any Covered Employee whose conduct may have contributed to an Accident resulting in (i) death; (ii) bodily injury requiring medical treatment away from the scene of the Accident; or (iii) Disabling Damage, shall be tested for Drugs and Alcohol following such Accident.

c. In addition to the other post-Accident testing requirements described herein and established pursuant to the sole authority of the County, all Covered Employees who drive a Commercial Vehicle will be subject to the testing requirements found in 49 CFR § 382.303, as amended. This regulation requires the County to test all surviving drivers for Alcohol following an occurrence involving a Commercial Vehicle operating on a public road in commerce if the driver: (1) was performing a safety-sensitive function (as set forth in 49 CFR Part 382, as amended) with respect to the vehicle and the Accident involved the loss of human life; or (2) receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the Accident, if the occurrence involved: (i) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the occurrence; or (ii) one or more motor vehicles incurring Disabling Damage as a result of the occurrence, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. The regulation requires the County to test all surviving drivers for controlled substances, including Drugs, following an occurrence involving a Commercial Vehicle operating on a public road in commerce if the driver: (1) was performing a safety-sensitive function (as defined by 49 CFR Part 382, as amended) with respect to the vehicle and the Accident involved the loss of human life; or (2) receives a citation within 32 hours of the occurrence under State or local law for a moving traffic violation arising from the Accident, if the Accident involved: (i) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the Accident; or (ii) one or more motor vehicles incurring Disabling Damage as a result of the Accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. These testing requirements set forth in 49 CFR § 382.303 do not apply to: (1) an occurrence involving only boarding or alighting from a stationary motor vehicle; or (2) an occurrence involving only the loading or unloading of cargo; or (3) an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in 49 CFR § 571.3, as amended) unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 CFR 177.823, as amended.

An employee who is subject to post-Accident testing under this subsection c shall remain readily available for such testing or may be deemed by the County to have refused to submit to testing. Nothing in this Policy shall be construed to require the delay of necessary medical attention for injured people following an Accident or to prohibit a driver from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident, or to obtain necessary emergency medical care.

d. Post-Accident Alcohol Tests will be administered immediately following the Accident or as soon thereafter as medically and legally possible, but no later than eight (8) hours after the Accident. If the test is not administered within two (2) hours, the Supervisor shall prepare and maintain a written record stating the reason(s) why the test was not administered within two (2) hours. If the test is not administered within eight (8) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) why the test was not promptly administered.

e. Post-Accident Drug Tests will be administered immediately following the Accident or as soon thereafter as medically and legally possible, but no later than thirty-two (32) hours after the Accident. If the test is not administered within thirty-two (32) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) why the test was not promptly administered.

### 6.3 Pre-placement Testing

a. Before any new or existing Covered Employee first operates a County-owned vehicle or performs any other Safety-Sensitive Function for the County, he or she must submit to Drug Testing. Such Covered Employee will not be permitted to drive a County vehicle or perform a Safety-Sensitive Function unless the test is Negative.

b. Before any new or existing Covered Employee who drives a Commercial Vehicle first operates a Commercial Vehicle or performs other related Safety-Sensitive Functions as defined in 49 C.F.R. 382.107, the employee must submit to Drug Testing and receive a Verified Negative result. If the pre-placement Drug Test is a Canceled Test, the employee must take another pre-placement Drug Test with a Verified Negative result.

c. Covered Applicants applying for positions as Covered Employees who drive a Commercial Vehicle are required (even if ultimately not hired) to provide the County with signed written releases requesting FTA Drug and Alcohol records from all previous DOT-covered employers as required by applicable law or any government agency. Failure to do so will result in the employment offer being rescinded. If the Covered Applicant has tested Positive or refused to test on a pre-employment test for a DOT-covered employer, the Covered Applicant must provide the County proof of having successfully completed a referral, evaluation, and treatment plan as described in 49 CFR § 655.62.

### 6.4. Random Testing

a. Random testing will be done for Covered Employees on a percentage basis in a fair and equal manner. Each time a random selection is made, every employee subject to testing will have an equal chance of being tested. Random tests shall be administered reasonably throughout the calendar year. Random test selection will be made by a scientifically valid method by using a computer based random number generator.

b. Covered Employees are subject to unannounced Drug Tests throughout the year and may be tested at any time they are On Duty. Pursuant to County policy (and not federal regulations), at least ten percent (10%) of the average number of Covered Employees shall be tested each year for Drugs.

c. Covered Employees who drive a Commercial Vehicle are subject to unannounced Drug Tests and Alcohol Tests throughout the year and may be tested at any time they are On Duty. The minimum percentage rates for random Drug Testing and Alcohol Testing for Covered Employees who drive a Commercial Vehicle shall be at the current rates determined by FMCSA Administrator pursuant to 49 C.F.R. Part 382, as amended. Covered Employees who drive a Commercial Vehicle will be included in one random testing pool maintained separately from the testing pool of all other County employees who are covered under the sole authority of the County or who are Mass Transit Employees.

d. When a Covered Employee is selected for random testing, both the employee and the employee's Supervisor shall be notified on the day the test is scheduled to occur. The Covered Employee's Supervisor shall explain to the employee that he/she is under no suspicion of using Alcohol or taking Drugs and that the employee's name was selected randomly pursuant to this Policy. The Covered Employee's Supervisor shall reasonably endeavor to ensure that the Covered Employee proceeds to the collection site for the test.

e. When a Covered Employee is notified that he or she has been selected for random testing, he or she will proceed immediately to the collection site.

### 6.5. Return to Duty Testing

a. Covered Employees who have been suspended from work based on a Positive Drug Test or Alcohol Test must submit to a Drug Test or Alcohol Test before returning to work following the suspension period. A Negative test result is required before the employee may be authorized to return to duty.

b. A Positive Return to Duty test shall result in termination.

c. Covered Employees who drive a Commercial Vehicle are subject to return to duty testing following a Verified Positive Drug Test result, a confirmed Alcohol Test with a result indicating an Alcohol Concentration of 0.04 or greater, a refusal to test (including by adulterating or substituting a urine ~~specimen~~Specimen) or any other violation of the prohibition on the use of Alcohol or Drugs under a DOT agency regulation. Such Covered Employees who drive a Commercial Vehicle must have a Negative Drug Test result and/or (depending upon which test is required) an Alcohol Test with an Alcohol Concentration of less than 0.02 before they will be allowed to resume any DOT Safety-Sensitive Function. The test cannot occur until after the SAP has determined that such Covered Employee has successfully complied with prescribed education and/or treatment. Nothing in this Section requires the County to return an employee to Safety-Sensitive Functions because the employee has met these conditions.

### 6.6 Follow-up Testing

a. Covered Employees who have been authorized to return to duty following suspension based on a Positive Drug Test or Alcohol Test must submit to a minimum of six (6) unannounced periodic Follow-up Tests within the first twelve (12) months following return to duty.

b. Any Covered Employee returning to duty following completion of a voluntary drug rehabilitation program must submit to the same Follow-up Tests described above. If the Covered Employee is returning to duty following a self-referral or management referral to drug/Alcohol rehabilitation (which was not precipitated by a Positive test or a refusal to test on a DOT Drug Test or Alcohol Test), the follow-up tests conducted will be on non-DOT forms but will be modeled off of the DOT procedures.

c. A Positive Follow-up Test will result in termination.

d. Follow-up Testing is separate from and in addition to Random Testing. Covered Employees subject to Follow-up Testing must also remain in the standard random pool and must be tested whenever their names come up for Random Testing, even if this means being tested twice in the same week or month.

e. Covered Employees who Drive a Commercial Vehicle who violate this Policy by refusing to take a required Drug Test or Alcohol Test or by having a Verified Positive Drug Test or by having a confirmed Alcohol Test result of 0.04 or greater, and who seek to resume the performance of Safety-Sensitive Functions, will be required to undergo frequent, unannounced Drug Tests and/or Alcohol Tests following their return-to-duty in accordance with a written follow-up testing plan to be established by the SAP after the SAP determines that the employee has successfully complied with the SAP's recommendations for education and/or treatment. The SAP is the sole determiner of the number and frequency of follow-up tests and whether these tests will be for Drugs, Alcohol, or both, unless otherwise directed by the appropriate DOT agency regulations. However, the SAP must, at a minimum, direct that such

Covered Employees who drive a Commercial Vehicle be subject to six unannounced follow-up tests in the first 12 months of Safety-Sensitive Function duty following a return to Safety-Sensitive Functions. The requirements of the SAP's follow-up testing plan "follow the employee" to subsequent employers or through breaks in service in accordance with the provisions in 49 CFR Part 40. The employee will not be allowed to continue to perform Safety-Sensitive Functions unless follow-up testing is conducted as directed by the SAP.

SECTION 7

## Refusal to Submit to a Test

An employee's refusal to take a Drug Test or Alcohol Test required by this Policy is a violation of the Policy.

Covered Employees who drive a Commercial Vehicle who violate this Policy by refusing to take a required Drug Test or Alcohol Test may not subsequently perform any Safety-Sensitive Function for the County unless and until he or she completes a SAP evaluation, referral, and education/treatment process and shall be subject to return-to-duty and follow up testing, as set forth in 49 C.F.R. Part 40.

A Covered Employee or Covered Applicant who leaves the testing site before the testing process commences for a pre-placement test is not deemed to have refused to test. A Covered Employee or Covered Applicant who does not provide a urine ~~specimen~~or Oral Fluid Specimen because he or she has left the testing site before the testing process commences for a pre-placement test is not deemed to have refused to test. A Covered Employee or Covered Applicant who does not provide an adequate amount of breath or saliva because he or she has left the testing site before the testing process commences for a pre-placement test is not deemed to have refused to test.

It is considered a refusal to take a test if an employee:

i. fails to appear for any test (except a pre-placement test) within a reasonable time, as determined by the employer, after being directed by the employer to do so;

ii. fails to remain at the testing site until the testing is complete (except a pre-placement test which has not started);

iii. fails to provide a urine ~~specimen~~or Oral Fluid Specimen for any Drug Test, or breath for an Alcohol Test;

iv. fails, in the case of a directly observed or monitored collection in a Drug Test, to permit the observation or monitoring of the employee's provision of a ~~specimen~~Specimen;

v. fails to provide a sufficient amount of urine, oral fluid, or breath when directed, and it has been determined that there was no adequate medical explanation for the failure;

vi. fails or declines to take an additional test when directed to do so by the collector or employer;

vii. fails to undergo a medical examination or evaluation, as directed by the MRO or employer as part of the verification process, or as directed by the HR Director as part of the "shy bladder" or "shy lung" procedures;

viii. fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector).

ix. has a test result that the MRO reports is verified Adulterated or Substituted Specimen;

x. if such employee is a Covered Employee who drives a Commercial Vehicle or a Covered Applicant for such a position, fails or refuses to sign Step 2 of the Alcohol Testing Form (ATF) if required by 49 CFR Part 40, as amended;

xi. fails to follow the observer's instructions during an observed collection, including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process;

xii. possesses or wears a prosthetic or other device that could be used to interfere with the collection process;

xiii. admits to the collector or MRO that the employee adulterated or substituted the ~~specimen~~Specimen; or

xiv. fails to remain readily available for post-Accident testing if subject to such testing.

Nothing in this Policy shall be construed to require the delay of necessary medical attention for injured people following an Accident or to prohibit a driver from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident, or to obtain necessary emergency medical care.

SECTION 8
**Drug Testing Procedures**

a. The Drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine (including such Drug metabolites). Initial testing for heroin will be mandatory for all opioid Positive Drug Tests.

b. After the identity of the donor employee/applicant is checked using picture identification, a urine ~~specimen~~or Oral Fluid Specimen will be collected using the Split Specimen Collection method. ~~Each specimen~~ Oral Fluid Specimen testing may be utilized for Reasonable Suspicion testing and post-accident testing of employees subject to this Policy who do not drive a Commercial Vehicle, as well as for any other employees subject to this Policy upon approval by the County Manager in accordance with applicable law. Each Specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the ~~specimen~~Specimen to the correct individual. The ~~specimen~~Specimen analysis will be conducted at a Laboratory. An Initial Drug Test and Validity Test will be conducted on ~~the~~any primary urine ~~specimen~~Specimen if applicable. For those ~~specimens~~Specimens that are not Negative, a Confirmatory Test will be performed. The Confirmatory Test will be considered Positive if the amounts of the Drug(s) and/or its metabolites identified by the Confirmatory Test are above the minimum thresholds for such Drug(s) and/or metabolites.

c. The test results from the Laboratory will be reported to the MRO, and the MRO will review the results as described in Section 11 of this Policy.

d. Employees and Covered Applicants that have a Verified Positive Drug Test result or a test refusal due to adulteration or substitution may request a test of their split ~~specimen~~Specimen. However, employees

and Covered Applicants do not have access to a test of their split ~~specimen~~Specimen following an Invalid Result. The split sample test must be conducted at a second Laboratory. The test must be conducted on the split sample that was provided by the employee or Covered Applicant at the same time as the primary sample. The employee's or Covered Applicant's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee or Covered Applicant. The County will ensure that the cost for the split ~~specimen~~Specimen is covered in order for a timely analysis of the sample. However, the County will seek reimbursement for the split sample test from the employee or Covered Applicant.

e. If a test has an Invalid Result without a medical explanation, a retest will be conducted under direct observation. Employees and Covered Applicants do not have access to a test of their split ~~specimen~~Specimen following an Invalid Result.

f. Following a Negative Dilute result, the employee or Covered Applicant will be required to undergo another test. Should this second test result in a Negative Dilute result, the test will be considered a Negative and no additional testing will be required unless directed to do so by the MRO.

g. Observed collections

1. Observed collections are required in the following circumstances:

i. Anytime the temperature on the original ~~specimen~~Specimen was out of the accepted temperature range;

ii. Anytime the employee or Covered Applicant is directed to provide another ~~specimen~~Specimen because the original ~~specimen~~Specimen appeared to have been tampered with;

iii. Anytime a collector observes materials brought to the collection site or the employee's or Covered Applicant's conduct clearly indicates an attempt to tamper with a ~~specimen~~Specimen;

iv. Anytime the Laboratory reported to the MRO that the original ~~specimen~~Specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;

v. For Covered Employees who drive a Commercial Vehicle, all return-to-duty tests;

vi. For Covered Employees who drive a Commercial Vehicle, all follow-up tests;

vii. For Covered Employees who drive a Commercial Vehicle or Covered Applicants for such positions, anytime the MRO reports that the original ~~specimen~~Specimen was Positive, or an Adulterated or Substituted Specimen, but had to be cancelled because the test of the split ~~specimen~~Specimen could not be performed;

viii. For Covered Employees who drive a Commercial Vehicle or Covered Applicants for such positions, anytime the Laboratory reports to the MRO that the ~~specimen~~Specimen was Negative Dilute with a creatinine concentration greater than

or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the ~~specimen~~Specimen to the County as Negative Dilute and that a second collection must take place under direct observation.

2. The employee or Covered Applicant who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device.

SECTION 9
**Alcohol Testing Procedures**

Tests for breath Alcohol Concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol Tests may be performed using a non-evidential testing device which is also approved by NHSTA (a list of approved Alcohol screen devices may be found on ODAPCs web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids"). If the initial test indicates an Alcohol Concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The Confirmatory Test must occur on an EBT. The Confirmatory Test will be conducted at least fifteen minutes after the completion of the initial test. The Confirmatory Test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved Alcohol Testing form, will be used to document the test, the subsequent results and to attribute the test to the correct employee or Covered Applicant. The test will be performed in a private, confidential manner. The procedure will be followed to protect the employee and to maintain the integrity of the Alcohol Testing procedures and validity of the test result.

SECTION 10
**Reporting of Results**

~~Carolina Occ Med, or other~~The clinic ~~facility~~facilities designated by the County ~~to~~will perform Drug Testing~~,~~ and shall report Drug Test results directly to the MRO within five (5) working days. The report shall indicate the Drugs/metabolites tested for, whether the results are Positive or Negative, and the Drug Testing Laboratory identification number. ~~Carolina Occ Med, or other~~The clinical ~~facility~~facilities designated by the County ~~to~~will perform Alcohol Testing~~,~~ and shall report Alcohol Test results to the HR Director immediately.

SECTION 11
**Review of Drug Results by MRO**

***THE MRO WILL REVIEW AND INTERPRET POSITIVE RESULTS OBTAINED FROM THE LABORATORY. THE MRO, THROUGH A VERIFICATION PROCESS, WILL ASSESS AND DETERMINE WHETHER ALTERNATE MEDICAL EXPLANATIONS COULD ACCOUNT FOR THE POSITIVE TEST RESULTS. THE MRO MAY CONDUCT MEDICAL INTERVIEWS OF THE TESTED INDIVIDUAL. ADDITIONALLY, THE MRO WILL EXAMINE ALL MEDICAL RECORDS AND DATA MADE AVAILABLE BY THE TESTED INDIVIDUAL, SUCH AS EVIDENCE OF PRESCRIBED MEDICATIONS.***

a. The MRO will review the findings of a Drug Test with the employee or Covered Applicant before a final determination is made that the employee or Covered Applicant did not Pass the test. The purpose of this review is to ensure that the findings of a Positive test are not based on factors other than the use of the Drug for which the Positive result is found. After the final determination is made, the MRO will notify the County as prescribed below.

b. When an employee or Covered Applicant is taking a prescription medication, the MRO must verify the prescription, and if it is a valid prescription, immediately notify the HR Director of a Verified Negative result. In cases when an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee or Covered Applicant under other DOT medical qualification requirements, if applicable, or that the prescription poses a significant safety-risk, the MRO must advise the employee or Covered Applicant that they will have five (5) business days from the date the MRO reports the Verified Negative result to the County for the employee or Covered Applicant to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee or Covered Applicant medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee's or Covered Applicant's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the County.

c. If during the course of an interview with an individual who has tested Positive the MRO learns of a medical condition which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to the HR Director.

d. The MRO will notify each employee or Covered Applicant who has a confirmed Positive test that the employee or Covered Applicant has 72 hours in which to request a test of the split ~~specimen~~Specimen. The employee or Covered Applicant shall have the right to retest a confirmed Positive sample at the same or another approved Laboratory. The employee or Covered Applicant must request release of the sample, specifying to which approved Laboratory the sample is to be sent. If the employee or Covered Applicant makes such a request, the MRO will direct, in writing, the Laboratory to provide the split ~~specimen~~Specimen to a certified Laboratory, as specified by the employee or Covered Applicant, for analysis. If the analysis of the split ~~specimen~~Specimen fails to Reconfirm the presence of the Drug(s) or Drug metabolite(s) found in the primary ~~specimen~~Specimen, or if the split ~~specimen~~Specimen is unavailable, inadequate for testing or un-testable, the MRO will cancel the test and report the Canceled Test and the reasons for it to the DOT (if applicable), the County, and the employee or Covered Applicant. A request for testing of the split sample and associated costs are the responsibility of the tested individual.

e. If the MRO, after making and documenting all reasonable efforts, is unable to contact the tested person, the MRO will contact the HR Director to arrange for the employee or Covered Applicant to contact the MRO prior to going On Duty. If, within five (5) days after a documented contact by the HR Director instructing the employee or Covered Applicant to contact the MRO, the employee or Covered Applicant has not done so, the MRO will verify the test Positive and report it to the County.

f. Notwithstanding any other provision stated herein, the MRO shall comply with all applicable state and federal laws in effect at the time of the testing.

SECTION 12
**Compliance with Law**

a. The County will maintain Alcohol Test and Drug Test results in a secure and confidential manner, so that disclosure of information to unauthorized persons does not occur. Employee or Covered Applicant information shall only be released as legally required or expressly authorized.

b. Searches and seizures are to be conducted in a legal manner. The County reserves the right to conduct searches or inspections of property assigned to an employee whenever a department director or his or her designee determines that the search is reasonable under all the circumstances. Failure to consent to, or cooperate with, such inspections will be grounds for disciplinary action up to and including discharge.

c. The County will notify the North Carolina Division of Motor Vehicles within five (5) business days following receipt of a Positive Drug Test or Alcohol Test or a refusal to submit to a required test for all Covered Employees who drive a Commercial Vehicle, or Covered Applicants for such a position, as required by N.C.G.S. § 20-37.19(c). Such notification shall include the person's name, driver's license number, social security number, and test results or documentation of employee's refusal to take the test.

d. The Drug Free Workplace Act of 1988 requires all employees to notify the County within five calendar days after any criminal Conviction for the manufacture, distribution, dispensation, possession, or use of narcotics, Drugs, or any other controlled substance at the Workplace. The County shall then be required to notify all federal contracting agencies and grantors of such Conviction within ten days of receiving notice of the Conviction.

e. This Policy is intended to comply will all applicable federal regulations governing Workplace anti-drug and Alcohol programs in the transportation industry. This specifically includes, without limitation, 49 CFR Part 382, as amended (published by the FMCSA of the DOT), which mandates urine Drug Testing and Alcohol breath testing for Covered Employees who drive a Commercial Vehicle and prohibits performance of Safety-Sensitive Functions when there is a Positive test; and 49 CFR Part 40, as amended (published by DOT), which sets standards for the collection and testing of urine and breath ~~specimens~~Specimens.

SECTION 13

**49 CFR Part 382- Additional Provisions for Covered Employees Who Drive a Commercial Vehicle**

a. The provisions in 49 CFR Part 382, as amended, and this Section 13, apply to Covered Employees who drive a Commercial Vehicle and Covered Applicants for such positions.

b. The following list indicates the tests required by 49 CFR Part 382 and is meant to satisfy the requirement in 49 CFR § 382.113 that employers notify employees of tests required by Part 382. This list should not in any way be interpreted to limit the tests provided for in this Policy. 49 CFR Part 382 requires the following:

1. Drug Testing with a Verified Negative result prior to performing a safety sensitive function (as defined by Part 382) for the first time. However, 49 CFR Part 382 does not require a Drug Test in this situation if: (1) the person has participated in a controlled substances testing program that meets the requirements of Part 382 within the previous 30 days; and (2) while participating in that program, the person either (i) was tested for controlled substances within the past 6 months (from the date of application with the County), or (ii) participated in the random controlled substances testing program for the previous 12 months (from the date of application with the County); and (3) the County ensures that no prior employer of the person of whom the County has knowledge has records of a violation of Part 382 or the controlled substances use rule of another DOT agency within the previous six months.

2. Post-Accident testing under 49 CFR § 382.303, as described in Section 6.2(c) of the Policy.

3. Random testing for prohibited Drug use anytime an employee is On Duty.

4. Random Alcohol Testing for Alcohol misuse while an employee is performing safety-sensitive functions (as defined by 49 CFR Part 382); just before the employee is to perform such functions, or just after the employee has ceased performing such functions.

5. Alcohol Testing and/or Drug Testing when the County has Reasonable Suspicion to believe that the employee has used a prohibited Drug and/or engaged in Alcohol misuse. Reasonable Suspicion Alcohol Testing is authorized under 49 CFR Part 382 only if the required observations are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with 49 CFR Part 382, and the employee is directed to undergo the test while performing safety-sensitive functions (as defined by 49 CFR Part 382), just before the employee is to perform such functions, or just after the employee has ceased performing such functions.

6. If an employee has a Verified Positive DOT Drug Test result, a DOT Alcohol Test with a result indicating an Alcohol Concentration of 0.04 or greater, or a refusal to test (including by adulterating or substituting a urine ~~specimen~~Specimen) or any other violation of the prohibition on the use of Alcohol or Drugs under a DOT agency regulation, 49 CFR Part 382 requires return-to-duty Drug Testing and/or Alcohol Testing prior to the return of the employee to safety-sensitive duties (as defined by 49 CFR Part 382). Such testing must occur after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment.

7. Follow-up testing of each employee who returns to duty in accordance with a written follow-up testing plan to be established by the SAP.

c. 49 CFR Part 382 authorizes pre-employment Alcohol Testing in accordance with 49 CFR § 382.301.

d. 49 CFR Part 382 defines "safety-sensitive function" to mean "all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work." Under this part "safety-sensitive functions" include: (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; (2) All time inspecting equipment as required by Sections 392.7 and 392.8 of Part 382 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; (3) All time spent at the driving controls of a commercial motor vehicle in operation; (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth; (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

e. The FMCSA has established requirements for the Clearinghouse. The purpose of the Clearinghouse is to maintain records of all drug and alcohol program violations in a central repository and require that employers query the system to determine whether current and prospective employees have incurred a Drug or Alcohol violation that would prohibit them performing Safety-Sensitive Functions covered by the FMCSA and DOT Drug Testing and Alcohol Testing regulations. The following are requirements under this Section related to the Clearinghouse:

    i. Any driver who holds a CDL and meets the requirements of the CDL standards (49 CFR Part 383) and the FMCSA Drug and Alcohol Testing Program (49 CFR Part 382), shall have personal information pertaining to Positive Drug Testing entered into, and monitored by, the Clearinghouse.

ii. If a limited query about a person by the County reveals that the Clearinghouse has information about such person, that person will be required to register with the Clearinghouse within 24 hours to grant consent for the County to obtain their full Clearinghouse record. This consent authorization may be valid for more than one year. Employee registration with the Clearinghouse is not otherwise required, although an employee may register to view their own Clearinghouse record if desired. Instructions for registration may be provided by the County's Human Resources office.

iii. In accordance with 49 CFR Part 382.601, the County will report the following information to the Clearinghouse:

1. A Verified Positive, Adulterated Specimen, or Substituted Specimen Drug Test result;

2. A Confirmatory Test for Alcohol with an Alcohol Concentration of 0.04 or higher;

3. A refusal to submit to any test required by Subpart C of Part 382;

4. Actual knowledge, as defined by 49 CFR § 382.107 of On Duty Alcohol use (pursuant to 49 CFR § 382.205), pre-duty Alcohol use (pursuant to 49 CFR § 382.207); Alcohol use following an Accident (pursuant to 49 CFR § 382.209); and controlled substance use (pursuant to 49 CFR § 382.213).

5. A SAP report of the successful completion of the return-to-duty process;

6. A Negative return-to-duty test; and

7. Employer's report of completion of follow-up testing.

iv. Failure to comply with the requirements of this subsection related to the Clearinghouse may result in the suspension of an employee's authorization to operate a Commercial Vehicle, the employee being prohibited from performing Safety-Sensitive Functions, and the employee being subject to disciplinary action, up to and including dismissal.

SECTION 14
## Contact

**Any inquiries regarding this Policy should be directed to the Union County Human Resources Director, who is the County official designated to answer questions about this Policy. The HR Director is located in the Union County Government Center, 500 N. Main Street, Suite 130, Monroe,**
**N.C. The phone number is (704) 283-3869**.

# **ARTICLE XIV.** TAXATION OF CERTAIN EMPLOYEE BENEFITS

SECTION 1
**Purpose**

The purpose of this Article is to establish organizational guidelines concerning the use and taxation of certain fringe benefits provided to County employees, other than those benefits addressed in other Articles of this Resolution. The intent of this Article is to provide employees who receive particular fringe benefits an understanding of the taxable nature of those benefits and the procedures that must be followed in order to receive certain fringe benefits.

SECTION 2
**Applicability**

The fringe benefits set forth in this Article are not necessarily inclusive of all fringe benefits that may be provided by the County, nor is it the case that all employees will receive these benefits. Many of these fringe benefits are provided on a case-by-case basis, or only to certain classes of employees, in order to provide for the business needs of the County. If the provisions of this Article ever conflict with federal and state law, regulations, or controlling guidance relating to the taxation of fringe benefits, then such law, regulations, or guidance shall take precedence over the provisions of this Article. If a fringe benefit is provided by the County, and such a fringe benefit is not directly addressed in this Section, the taxation of such a fringe benefit is subject to all applicable federal and state law, regulations, and guidance.

SECTION 3
**Definitions**

1) *De Minimis* Fringe Benefit- A fringe benefit, provided by the County to an employee, that has so little value (taking into account how frequently similar fringe benefits are provided by the County to employees) as to make accounting for it unreasonable or administratively impracticable. Such a fringe benefit is excluded from taxable income.
2) *De Minimis* Meal- Any occasional meal, or meal money, provided to an employee that has so little value (taking into account how frequently such meals are provided to employees) that accounting for it would be unreasonable or administratively impracticable. Examples of such meals include, but are not limited to, 1) coffee, doughnuts, or soft drinks; 2) occasional meals (or meal money) provided to an employee to work overtime; and 3) occasional parties, picnics, or similar events for employees and their guests.
3) Deductible Moving Expenses- Only the reasonable moving expenses, which meet the IRS' distance and time tests, of 1) moving household goods and personal effects from the former home to the new home, and 2) travel (including lodging) from the former home to the new home. This does not include any expenses for meals.
4) Meal on Business Premises- Meal furnished to an employee that is 1) furnished on the County's business premises, and 2) furnished for the convenience of the County. A meal furnished for the convenience of the County is a meal provided for a substantial business reason other than to provide an employee with additional pay.
5) Nontaxable Clothing- This is clothing or uniforms that 1) must be worn as a condition of employment and 2) that are not suitable for everyday wear. Additionally, the County only considers such clothing to be not suitable for everyday wear if the clothing has a readily distinguishable logo and the employee is prohibited from wearing the clothing off-duty. Examples of clothing that meet this definition are law enforcement uniforms, firefighter uniforms, some health care workers' clothing, and transportation workers.
6) Qualified Nonpersonal Use Vehicle- As defined in the Code of Federal Regulations (26 C.F.R. 1.274-5(k)), any vehicle which, by reason of its nature (that is, design), is not likely to be used more than a *de minimis* amount for personal purposes.

7) Working Condition Fringe Benefit- Expense for property or services provided to an employee by the County so that the employee can perform his or her job, which could be deducted as a business or depreciation expense if the employee paid for such an expense.

SECTION 4

## Procedure

Revised June 19, 2023

If an employee is receiving a fringe benefit from the County, it is the responsibility of the Department Director in control of the fringe benefit to ensure that such a fringe benefit is tracked and reported as described in this Article, as well as in any other applicable County policies or procedures. Department Directors should determine, by consulting this Article, as well as the Finance Office as necessary, whether a particular fringe benefit is taxable. If such a fringe benefit is taxable, then the employee's Department Director, as applicable, shall submit a "Fringe Benefit Certification Form" to the Finance Office, in order to allow for the Finance Office to include the value of such a fringe benefit on the employee's pay records and tax forms as taxable income.

SECTION 5

## Types of Fringe Benefits

### 5.1 Achievement Awards

The value of an achievement award, up to certain prescribed amounts, is excluded from taxable income if the award meets the requirements of an employee achievement award as described in IRS Publication 535, or any similar successor publication. Currently, if an achievement award is made under a qualified award plan, as that term is described in IRS Publication 535, the value of the achievement award in an amount up to $1,600 may be excluded from taxable income. However, if the achievement award is not made under a qualified award plan, currently the value of the achievement award up to $400 may be excluded from taxable income.

### 5.2 Athletic Facilities

The value of an employee's use of an on-premises gym or other athletic facility that is operated by the County, and which is substantially used during the calendar year by County employees, spouses, or their dependent children, is excluded from taxable income.

### 5.3 Cell Phone Service

The value of a County-provided cell phone, which is provided primarily for non-compensatory business reasons, is excluded from taxable income. The value of this fringe benefit is excluded from taxable income as a type of Working Condition Fringe Benefit. A cell phone is considered provided primarily for non-compensatory business purposes if there are substantial business reasons for providing the employee the cell phone (such as the need to contact the employee at all times for work-related emergencies or the requirement that the employee be available to speak with clients and other personnel when the employee is away from the office). Personal use of a County-provided cell phone, provided primarily for non-compensatory business reasons, is excluded from taxable income as a *De Minimis* Fringe Benefit. However, the County may elect to charge an employee for any and/or all personal use of such a County-provided cell phone.

### 5.4 Clothing Allowance

The actual cash value of a clothing allowance the County provides to an employee, unless an allowance for Nontaxable Clothing, is considered taxable income. An allowance for Nontaxable Clothing is excluded from taxable income.

### 5.5 Clothing and Uniforms

The actual cash value of clothing and uniforms provided to an employee is considered taxable income, unless it meets the definition of Nontaxable Clothing. The value of Nontaxable Clothing is excluded from taxable income. The value of protective clothing and equipment (such as steel-toed boots, work gloves, hard hats and safety gloves) required for work the County provides to an employee is excluded from taxable income.

It is not enough that an employee is prohibited by policy from wearing the clothes off-duty, as all of the factors above must be met in order for the value of such clothing and uniform to be excluded from taxable income as Nontaxable Clothing. The value of polo shirts with County logos, scrubs, Carhart jackets, cargo pants, khaki pants, and blue jeans are considered taxable. There is no value of clothing, no matter how small, that would be considered a *De Minimis* Fringe Benefit. The value of clothing an employee is required to return to the County at the end of employment is considered taxable if it does not meet the criteria for Nontaxable Clothing. Additionally, an employee who wears any returned clothing is considered to receive taxable income at the fair market value of the clothing (the value is considered similar to the value of such clothing at a second-hand clothing store).

### 5.6 Educational Assistance

The value of educational assistance provided to employees is excluded from taxable income if such educational assistance is provided under an educational assistance program. An educational assistance program must meet the IRS' requirements for such a program in order for the value of such educational assistance to be excluded from taxable income. If an educational assistance program meeting IRS requirements is not in place, or educational assistance provided exceeds the amount set by the IRS, the value of the benefit must be considered taxable income, unless the benefit is considered a Working Condition Fringe Benefit. Such an educational assistance benefit is considered a Working Condition Fringe Benefits to the extent that if the employee paid for the education on their own, the amount paid would have been deductible as a business or depreciation expense.

### 5.7 Equipment

The County may issue employer-provided equipment (such as computer equipment, cell phones, services to permit remote access, tools, and other similar materials) in order for an employee to conduct business and perform assigned tasks. Any such equipment provided to an employee is County-owned property. This equipment must be returned to the County upon the County's request, or at the time of the employee's separation from employment with the County. Such equipment shall only be used for County business purposes, which value of such use is excluded from taxable income. However, if such equipment is either purchased for personal use by an employee, or not returned upon an employee's separation from employment with the County, the value of such equipment will then be considered taxable to the employee.

### 5.8 Gifts

The value of a gift, such as a holiday gift, the County gives an employee may be considered either a *De Minimis* Fringe Benefit or a taxable fringe benefit, depending on the nature of such a gift. A gift that is considered a *De Minimis* Fringe Benefit is any property or service given as a gift to an employee which gift's value, taking into account the frequency with which the

employer provides similar fringe benefits, is so small that accounting for it would be unreasonable or administratively impractical. Examples of such gifts include plaques, coffee mugs, and traditional holiday gifts of property (not cash or a "cash-equivalent") with low fair market value.

The value of any gift that is not considered a *De Minimis* Fringe Benefit is considered a taxable fringe benefit. Cash, or a "cash equivalent" (such as a gift card redeemable for general merchandise or having a cash equivalent value), is considered taxable and not a *De Minimis* Fringe Benefit, regardless of the fair market value of such a gift.

### 5.9 Group-Term Life Insurance

The cost of County-provided group term life insurance that meets the conditions set forth by the IRS is considered excluded from taxable income for up to the first $50,000 of coverage. The cost of group-term life insurance coverage in excess of $50,000 is considered taxable. Any employee receiving more than $50,000 of group-term life insurance coverage paid for by the County will have the cost of the coverage in excess of $50,000 included as taxable income. The cost of group-term life insurance coverage is calculated based upon IRS Guidelines, found in IRS Publication 15B, Employer's Tax Guide to Fringe Benefits, or any similar successor publication.

### 5.10 Meals

The value of reimbursement expenses, or per diem costs, for an employee's meals occurring during Travel Away From Home, as that term is defined in the Union County Travel Policy, is considered excluded from taxable income. Business Meals, as that term is defined in the Union County Travel Policy, are excluded from taxable income as a Working Condition Fringe Benefit, so long as the Business Meal is substantiated as required by Union County's Travel Policy. The value of a *De Minimis* Meal is also excluded from taxable income. The value of a Meal on Business Premises is excluded from taxable income. However, in order for the County to reimburse a Meal on Business Premises, the County must be provided documentation as to who attended the meal, the purpose surrounding the meal, the date of the meal, and the place of the meal. The purpose will be considered acceptable if 1) the main purpose of the meal is to actively conduct business and 2) business is actually conducted during the meal. Meals provided to promote goodwill, boost morale, or attract prospective employees are not excluded from taxable income, unless such a meal qualifies as a *De Minimis* Meal.

### 5.11 Moving Expense Reimbursement

Reimbursement of moving expenses given directly or indirectly to an employee (including services furnished in kind) are excluded from taxable income only to the extent those expenses are Deductible Moving Expenses. However, the value of such reimbursement is considered taxable if the employee actually deducted those expenses from their income taxes in a previous year. More specific information regarding moving expenses may be found in guidelines published by the IRS, available in IRS Publication 521, Moving Expenses, or any similar successor publication. The County's preference is to pay a mover directly, rather than to reimburse an employee for such expenses.

### 5.12 Parking

The value of parking provided by the County for use by employees on or near the County's business premises is excluded from taxable income.

### 5.13 Retirement Planning Services

The value of any retirement planning advice or information the County provides to an employee or his or her spouse is excluded from taxable income. This includes not only the value of advice

related to a qualified employer-provided retirement plan, but any general advice or information on retirement as well. This exclusion from taxable income does not apply to services for tax preparation, accounting, legal, or brokerage services.

### 5.14 Temporary Living Expenses

The value of the County's reimbursement of an employee's temporary living expenses is considered a taxable fringe benefit.

### 5.15 Travel Allowance

A monthly travel allowance the County pays to an employee for use of a vehicle associated with their job is considered a taxable fringe benefit.

### 5.16 Use of County Vehicles

The use of a County-owned vehicle for personal use is a taxable fringe benefit. The Union County Vehicle Use Policy generally prohibits the use of a County-owned vehicle for private or personal use. However, the County may assign a vehicle to an employee, which will include the use of the vehicle for commuting purposes when it is necessary for the performance of an employee's duties. Commuting to and from work in a County owned vehicle is considered personal use by the IRS, even if the vehicle is taken home for the convenience of the County. The County uses the "commuting rule," as set forth by the IRS, to determine the value of the vehicle provided to an employee for commuting. Each one-way commute (one trip from home to work or vice-versa) is multiplied by the current IRS rate under the commuting rule to calculate the value of the commuting use of the vehicle, which is considered taxable income. If more than one employee is required to commute in such a vehicle, this value applies to each employee.

However, the IRS considers all of an employee's use of a Qualified Nonpersonal Use Vehicle a Working Condition Benefit, which is excluded from taxable income. By way of illustration, examples of Qualified Nonpersonal Use Vehicles are marked Sheriff's Office vehicles; unmarked Sheriff's Office vehicles used by law enforcement officers if such use is authorized and meets the requirements of the Code of Federal Regulations requirements for such vehicles; marked Fire Marshal's vehicles; any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds; dump trucks (including garbage trucks); flatbed trucks; and any specialized utility repair trucks (not including a van or pickup truck) specifically designed and used to carry heavy tools, equipment, or parts, if shelves, racks or other permanent interior construction have been installed to carry and store such items (this does not include a pick-up truck with only a toolbox attached).

**ADDENDUM # 1**

Revised: June 7, 2010, May 16, 2011, June 19, 2023

**SEVERANCE COMPENSATION FOR EMPLOYEES SEPARATED DUE TO REDUCTION IN FORCE AFTER JANUARY 20, 2009, BUT BEFORE JULY 1, 2009, AFTER JUNE 30, 2010, BUT BEFORE JULY 31, 2010, OR AFTER JUNE 1, 2011, BUT BEFORE NOVEMBER 30, 2011**

An employee who meets the following criteria shall be eligible for a severance payment in accordance with the terms of this Addendum to the Union County Personnel Resolution:

(1) The employee is involuntarily separated from employment with the County (i) after January 20, 2009, but before July 1, 2009, (ii) after June 30, 2010, but before July 31, 2010, or (iii) after June 1, 2011, but before November 30, 2011, due to a reduction in force; and

(2) The employee is (i) a full-time, permanent employee or (ii) a regular part-time employee; and

(3) The employee is not on probationary status pursuant to Article IV, Section 10 of the Union County Personnel Resolution. (Employees subject to the State Human Resources Act who have not reached career status pursuant to N.C.G.S. § 126-1.1 shall be eligible for a severance payment in accordance with the terms of this Addendum provided that they are not on probationary status pursuant to Article IV, Section 10 of the Union County Personnel Resolution and that they otherwise satisfy the eligibility criteria of this Addendum.)

The amount of severance to be provided under this Addendum shall be calculated as set forth on the following page. The County will deduct from such severance payments all applicable withholding taxes and any other mandatory deductions.

| Hours Worked Annually | % of Standard | Years of Service Based on Most recent Date of Hire | Severance Hours to be Paid | Severance Health Insurance Stipend | |
|---|---|---|---|---|---|
| 2080 | Standard | Less than 2 years | 96 | $500.00 | |
| 2080 | Standard | 2 but less than 5 years | 112 | $1,000.00 | |
| 2080 | Standard | 5 but less than 10 years | 136 | $1,500.00 | |
| 2080 | Standard | 10 but less than 15 years | 160 | $2,000.00 | |
| 2080 | Standard | 15 but less than 20 years | 184 | $2,500.00 | |
| 2080 | Standard | 20 years or more | 208 | $3,000.00 | |
| 2184 | 105% | Less than 2 years | 101 | $500.00 | |
| 2184 | 105% | 2 but less than 5 years | 118 | $1,000.00 | |
| 2184 | 105% | 5 but less than 10 years | 143 | $1,500.00 | |
| 2184 | 105% | 10 but less than 15 years | 168 | $2,000.00 | |
| 2184 | 105% | 15 but less than 20 years | 193 | $2,500.00 | |
| 2184 | 105% | 20 years or more | 219 | $3,000.00 | |
| 1768 | 85% | Less than 2 years | 82 | 0 | |
| 1768 | 85% | 2 but less than 5 years | 95 | 0 | |
| 1768 | 85% | 5 but less than 10 years | 116 | 0 | |
| 1768 | 85% | 10 but less than 15 years | 136 | 0 | |
| 1768 | 85% | 15 but less than 20 years | 156 | 0 | |
| 1768 | 85% | 20 years or more | 177 | 0 | |

| | | | | | |
|---|---|---|---|---|---|
| 1560 | 75% | Less than 2 years | 72 | 0 | |
| 1560 | 75% | 2 but less than 5 years | 84 | 0 | |
| 1560 | 75% | 5 but less than 10 years | 102 | 0 | |
| 1560 | 75% | 10 but less than 15 years | 120 | 0 | |
| 1560 | 75% | 15 but less than 20 years | 138 | 0 | |
| 1560 | 75% | 20 years or more | 156 | 0 | |

| | | | | | |
|---|---|---|---|---|---|
| 1325 | 65% | Less than 2 years | 62 | 0 | |
| 1325 | 65% | 2 but less than 5 years | 73 | 0 | |
| 1325 | 65% | 5 but less than 10 years | 88 | 0 | |
| 1325 | 65% | 10 but less than 15 years | 104 | 0 | |
| 1325 | 65% | 15 but less than 20 years | 120 | 0 | |
| 1325 | 65% | 20 years or more | 136 | 0 | |

| | | | | | |
|---|---|---|---|---|---|
| 1144 | 55% | Less than 2 years | 53 | 0 | |
| 1144 | 55% | 2 but less than 5 years | 60 | 0 | |
| 1144 | 55% | 5 but less than 10 years | 75 | 0 | |
| 1144 | 55% | 10 but less than 15 years | 88 | 0 | |
| 1144 | 55% | 15 but less than 20 years | 101 | 0 | |
| 1144 | 55% | 20 years or more | 114 | 0 | |

**ADDENDUM # 2**

## UNION COUNTY CODE OF CONDUCT FOR CONTRACTS SUPPORTED BY FEDERAL GRANT FUNDS

### I. PURPOSE

The purpose of this Code is to set forth the standards of conduct that shall govern the selection process, the award, and the administration of contracts supported by federal grant funds, including those in which federal grant funds are passed through to the County as a grant from another agency (i.e. State agency), as well as to set forth standards of conduct that are specific to Union County's Community Development Block Grant Program. This Code shall be in addition to those applicable standards of conduct related to procurement found in State law, the Union County Personnel Resolution, the Union County Procurement Policy, and any other local law or policy. To the extent that any of these additional standards and requirements conflict with those set forth in this Code, the most restrictive standard/requirement shall control.

### II. STANDARDS

No employee, officer or agent of Union County shall participate in selection, or in the award or administration of a contract supported by Federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

the employee, officer or agent,
any member of his/her immediate family,
his/her partner, or
an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award.

Notwithstanding the foregoing, if the financial interest is insubstantial, then the minimum rules set by N.C. Gen. Stat. § 14-234 shall constitute the applicable rules for conflicts of interest.

Employees, officers, and agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements of projects supported by Federal grant funds. As provided in N.C. Gen. Stat. § 133-32, this Section II(2) is not intended to prevent the following: (i) the receipt of an unsolicited gift of nominal intrinsic value a public servant would be permitted to accept under N.C. Gen. Stat. § 138A-32, (ii) the receipt of unsolicited honorariums of nominal intrinsic value for participating in meetings, (iii) the receipt of unsolicited advertising items or souvenirs of nominal value, (iv) the receipt of unsolicited meals furnished at banquets if such meals are of nominal intrinsic value, (v) a donation by a contractor, subcontractor, or supplier to a professional organization to defray meeting expenses where governmental employees are members of such professional organizations, and (vi) the participation by governmental employees who are members of professional organizations in all scheduled meeting functions available to all members of the professional organization attending the meeting.

### III. PENALTIES, SANCTIONS, OR OTHER DISCIPLINARY ACTIONS FOR VIOLATIONS OF THE STANDARDS SET FORTH IN SECTION II

To the extent permitted by applicable law, a County officer, employee, agent, contractor, or an agent of a contractor who violates one of the standards set forth in Section II of this Code of Conduct shall be subject to penalties, sanctions, or other disciplinary actions.

## IV. ADDITIONAL REQUIREMENTS SPECIFIC TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

(1) None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with Union County's Community Development Block Grant Program: employees or agents of Union County who exercise any function or responsibility with respect to Union County's Community Development Block Grant Program, and Union County officials, including members of the Union County Board of Commissioners. This same prohibition shall be incorporated in all contracts or subcontracts for work to be performed in connection with Union County's Community Development Block Grant Program.

(2) If a procurement under Union County's Community Development Block Grant Program is not for supplies, equipment, construction, or services (for example, the acquisition or disposition of real property or the provision of assistance with Community Development Block Grant funds), then the following conflict of interest standard shall also apply:

a. Except for eligible administrative or personnel costs or except as otherwise approved by the State of North Carolina or the United States Department of Housing and Urban Development in accordance with 24 CFR § 570.489(h), no "CDBG covered persons," as that term is defined below, who exercise or have exercised any functions or responsibilities with respect to Union County's Community Development Block Grant activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
b. For purposes of this subsection (2), "CDBG covered persons" shall include any person who is a Union County employee, agent, consultant, officer, elected official, or appointed official.
c. For purposes of this subsection (2), "family ties" means spouse, parents, children, brother, sister, grandparents, grandchildren and the step, half, and in-law relationships.
d. For purposes of this subsection (2), "business ties" means an officer, employee, agent, or any stockholder or shareholder holding at least 10 percent ownership of any firm, contract, or subcontract which benefits from funding assistance under the grant agreement.

## ADDENDUM # 3

Revised October 17, 2011, August 15, 2016, August 19, 2019, August 17, 2020, July 11, 2022, June 19, 2023, February 5, 2024

# DRUG AND ALCOHOL FREE WORKPLACE POLICY APPLICABLE TO COVERED MASS TRANSIT EMPLOYEES AND APPLICANTS FOR SUCH POSITIONS

SECTION 1

## Applicability, Purpose, and Scope of Policy

Revised June 19, 2023, February 5, 2024

a. This Addendum #3, "Drug and Alcohol Free Workplace Policy Applicable to Covered Mass Transit Employees and Applicants for Such Positions", (the "Policy") is applicable to employees who are Covered Mass Transit Employees and Covered Applicants (as such terms are defined herein).

b. The purpose of this Policy is to ensure that services are delivered safely, efficiently, and effectively by establishing a Drug and Alcohol-free work environment, and to ensure that the Workplace remains free from the effects of Drugs and Alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Union County declares that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances, or misuse of Alcohol, is prohibited for all employees.

c. Additionally, the purpose of this Policy is to establish guidelines to maintain a Drug and Alcohol-free Workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This Policy is intended to comply with all applicable Federal regulations governing Workplace anti-Drug and Alcohol programs in the transit industry. Specifically, the FTA has published 49 CFR Part 655, as amended, that mandates Drug Testing and Alcohol Testing for safety-sensitive positions and prohibits performance of Safety-Sensitive Functions when there is a Positive test result, or a refusal to test. The DOT has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of Specimens for Drug Testing and Alcohol Testing.

d. Any provisions set forth in this Policy that are included under the sole authority of the County and are not provided under the authority of the above named Federal regulations are underlined. Drug Tests and Alcohol Tests conducted under the sole authority of the County will be performed on non- DOT forms and will be separate from DOT testing in all respects.

e. All testing will be conducted in a manner that will protect the rights of Covered Employees and Covered Applicants subject to testing. Therefore, the County will take all necessary steps to safeguard the dignity and self-esteem of those being tested and will ensure adherence to all procedures pertaining to the implementation of this Policy. The County will adhere strictly to all standards of confidentiality and assure all Covered Employees and Covered Applicants that testing records and results will be released only to those authorized to receive such information.

f. Under the sole authority of the County, employees with substance-abuse problems are encouraged to voluntarily seek help. If an employee should approach the County prior to being identified as a Drug user/abuser or Alcohol abuser by means of Drug Testing or Alcohol Testing, all possible and positive consideration for a medical leave of absence for treatment and/or counseling will be pursued. However, notwithstanding any other provision of this Policy to the contrary, Covered Employees who have a Verified Positive Drug Test, Positive Alcohol Test, or who refuse to take a required Drug Test or Alcohol Test may be disciplined, up to and including termination, in accordance with the provisions of this Policy. Under the sole authority of the County, if a Covered Employee is terminated, no benefits except those provided for by federal, State or local act will be provided for beyond the last day of employment.

g. Every Covered Employee will receive a copy of this Policy and will be required to sign a form acknowledging its receipt. By continuing to work, the Covered Employee agrees that he/she will abide by the Policy as a condition of employment. Under the sole authority of the County, failure to sign the form will result in disciplinary action up to and including termination. This Policy shall be administered by the Union County Human Resources Director or his or her designee (the "HR Director"), in consultation with the Union County Risk Manager, and as directed by the County Manager.

SECTION 2

## Definitions

Revised October 17, 2011, August 15, 2016, February 5, 2024

***Accident*** means an occurrence associated with the operation of a Revenue Service Vehicle or a Nonrevenue Service Vehicle, even when such vehicle is not in revenue service, if as a result:

a) An individual dies;
b) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
c) One or more vehicles incur Disabling Damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle.

***Adulterated Specimen*** means a specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of Specimen or showing an abnormal concentration of an endogenous substance.

***Alcohol*** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, contained in any beverage, mixture, mouthwash, candy, food, preparation, or medication.

***Alcohol Concentration*** means the expression in terms of grams of Alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

***Alcohol Test(ing)*** means a test for the presence of Alcohol in accordance with 49 CFR Part 40, as amended.

***Aliquot*** means a fractional part of a specimen used for testing. It is taken as a sample representing the whole Specimen.

***Canceled Test*** means a Drug Test or Alcohol Test that has a problem identified that cannot be or has not been corrected, or which is canceled. A Canceled Test is neither Positive nor Negative.

***Collection Site*** means a place selected by the employer where employees present themselves for the purpose of providing a Specimen for a Drug Test.

***Confirmatory Drug Test*** means a second analytical procedure performed on a different Aliquot of the original Specimen to identify and quantify a specific Drug or Drug metabolite.

***Conviction*** means a finding of guilt, a plea of guilt, a plea of nolo contender, or imposition of sentence by any judicial body charged with the responsibility to determine violations of federal or state Criminal Drug Statutes.

***County*** means Union County, North Carolina.

***Covered Applicant*** means an applicant for an employment position that would be considered a Covered Employee position under this Policy.

***Covered Employee*** means an employee whose job involves the performance of a Safety-Sensitive Function as a Covered Mass Transit Employee. This includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions. Covered Employees include, without limitation, employees with the following job titles/descriptions: Administrative Support Specialist, Automotive Mechanic, Automotive Technician, Driver, Driver BPT, Driver PT, Dispatcher, Shop Supervisor, Fleet Service Worker, Director of Transportation, Human Services Supervisor, Scheduling Clerk, and Transportation Safety Officer.

***Covered Mass Transit Employee*** means an employee who: (i) works for a County agency or department that receives federal transit funds; and (ii) operates a Revenue Service Vehicle, operates a Nonrevenue Service Vehicle that requires a commercial driver's license to operate, controls dispatch or movement of a Revenue Service Vehicle, or maintains (including repair, overhaul, and rebuilding) a Revenue Service Vehicle or equipment used in revenue service.

***Criminal Drug Statute*** means a criminal statute relating to the manufacture, distribution, dispensation, use or possession of any Drug.

***Cutoff*** means the analytical value (e.g., Drug or Drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

***Designated Employer Representative (DER)*** means an employee authorized by the employer to take immediate action to remove employees from Safety-Sensitive Functions and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655. The DER shall be considered the Union County Human Resources Director, or his or her designee.

***Dilute(d) Specimen*** means a urine Specimen with creatinine and specific gravity values that are lower than expected for human urine.

***Disabling Damage*** means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage, even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

***DOT*** means the United States Department of Transportation and this term encompasses all of its agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), the National Highway Traffic Safety Administration (NHTSA), and the Office of the Secretary (OST). For purposes of this Policy, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for Drug Testing purposes only since the USCG regulations do not incorporate 49 CFR Part 40 for Alcohol Testing purposes. These terms include any designee of a DOT agency.

***Drug(s)*** means a drug or controlled substance as listed in Schedules I through V of the Federal Controlled Substances Act (21 U.S.C. § 812) or as defined in the North Carolina Controlled Substances Act (Chapter 90, Article 5, N.C.G.S).

***Drug Test(ing)*** or ***Drug Screen(ing)*** means a test for the presence of Drugs or Drug metabolites in the urine of an employee.

***HHS*** means the United States Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

***Initial Drug Test*** means the first test used to differentiate a Negative Result from one that requires further testing for Drugs or Drug metabolites.

***Invalid Result*** *or* ***Invalid Drug Test*** means the result reported by a Laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a Positive, Negative, Adulterated Specimen, or Substituted Specimen result cannot be established for a specific Drug or Specimen Validity Test.

***Laboratory*** means any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

***Medical Review Officer (MRO)*** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed Positive result, together with his/her medical history, and any other relevant bio-medical information.

***Negative Dilute*** means a Drug Test result which is Negative for the five Drug/Drug metabolites but has creatinine and specific gravity values lower than expected for human urine.

***Negative*** means the result reported by a Laboratory to an MRO when a Specimen contains no Drug, or the concentration of the Drug is less than the Cutoff concentration for the Drug or Drug class and the Specimen is a valid Specimen. An Alcohol Concentration of less than 0.02 BAC is considered Negative.

***Nonrevenue Service Vehicle*** means a vehicle which is not a Revenue Service Vehicle.

***On Call*** means being subject to a call to report immediately to work for which the Covered Employee receives some form of compensation from the County.

***On Duty*** means when a Covered Employee is at the Workplace, performing job duties, or during any other period of time for which he or she is entitled to receive pay from the County.

***Oral Fluid Specimen*** means a Specimen that is collected from a person's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An Oral Fluid Specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

***Positive*** with respect to the results of an Alcohol Test, means the presence of Alcohol in a Covered Employee's or Covered Applicant's system in a concentration of 0.04 or greater (although see Section 4.2 of this Policy for the treatment of an Alcohol Test with the presence of Alcohol in a Covered Employee's or Covered Applicant's system in a concentration of at least 0.02). ***Positive,*** with respect to the results of a Drug Test, means the result reported by a Laboratory when a Specimen contains a Drug or Drug metabolite equal or greater to the Cutoff concentrations.

***Primary Specimen*** in Drug Testing, means the Specimen bottle that is opened and tested by a first Laboratory to determine whether a person has a Drug or Drug metabolite in his or her system; and for the purpose of Specimen Validity Testing. The Primary Specimen is the portion of the donor's subdivided Specimen designated as the Primary ("A") Specimen by the collector to distinguish it from the Split ("B") Specimen.

***Prohibited Drug*** means a Drug identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

***Reasonable Suspicion*** means that there is objective evidence based upon specific, contemporaneous, articulable observations of the Covered Employee's appearance, behavior, speech, or body odor that are consistent with possible Drug use and/or Alcohol misuse of the Covered Employee.

***Reconfirm*** means the result reported for a Split (Bottle B) Specimen when the second Laboratory corroborates the original result reported for the Primary (Bottle A) Specimen.

***Rejected for Testing*** means the result reported by a Laboratory when no tests are performed for a Specimen because of a fatal flaw or a correctable flaw that has not been corrected.

***Revenue Service Vehicle*** means all transit vehicles that are used for passengers' transportation services.

***Safety-Sensitive Function*** means any of the following duties:

a) Operating a Revenue Service Vehicle, including when not in revenue service;
b) Operating a Nonrevenue Service Vehicle, when required to be operated by a holder of a Commercial Driver's License;
c) Controlling dispatch or movement of a Revenue Service Vehicle;
d) Maintaining (including repairs, overhaul and rebuilding) a Revenue Service Vehicle or equipment used in revenue service; or
e) Carrying a firearm for security purposes.

***Specimen*** means Fluid, breath or other material collected from a person at the Collection Site or testing site for the purpose of a Drug Test or Alcohol Test.

***Specimen Bottle*** means the bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40 is used to hold a primary ("A") or split ("B") Specimen during transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial", "tube", or "bottle".

***Split Specimen*** means in Drug Testing, the Specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary Specimen as positive, adulterated, or substituted.

***Split Specimen Collection*** means a collection in which the single Specimen collected is divided into two separate Specimen bottles, the primary Specimen (Bottle A) and the split Specimen (Bottle B).

***Substance Abuse Professional (SAP)*** means a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state- licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

***Substituted Specimen*** means a person's Specimen not consistent with a normal human Specimen, as determined by HHS (e.g., a Urine Specimen with creatine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine).

***Supervisor*** in general, means any employee who has the authority to direct the job activities of one or more other employees. With respect to a particular employee, the term means such employee's immediate supervisor and all persons having indirect supervisory authority over such employee.

***Urine Specimen*** means urine collected from an employee at the Collection Site for the purpose of a Drug Test.

***Validity Test(ing)*** means the evaluation of the Specimen to determine if it is consistent with normal human urine. Specimen Validity Testing will be conducted on all Urine Specimens provided for testing under DOT authority. The purpose of Validity Testing is to determine whether certain adulterants or foreign substances were added to the Specimen, if the urine was Diluted, or if the specimen was altered, including a Substituted Specimen.

***Vehicle*** means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

***Verified Negative*** means with respect to the results of a Drug Test, means a test result reviewed by an MRO and determined to have no evidence of prohibited Drug use at or above the minimum Cutoff levels established by HHS.

***Verified Positive Drug Test*** means with respect to the results of a Drug Test, means a test result reviewed by an MRO and determined to have evidence of prohibited Drug use at or above the minimum Cutoff levels specified in 49 CFR Part 40 as revised.

***Workplace*** means the location or facility where an employee may be expected to perform any task related to the requirements of his or her job. This includes break rooms and restrooms, outdoor work sites, County vehicles, personal vehicles while being used for County business, computer workstations, conference rooms, hallways, private offices, open/partitioned work areas, public contact/customer service/medical services areas, and parking lots.

SECTION 3

## Education and Training

Revised February 5, 2024

a. Every Covered Employee will receive a copy of this Policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all Covered Employees will undergo a minimum of 60 minutes of training on the signs and symptoms of Drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

b. All Supervisors or persons who are in a position to determine Covered Employees' fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional Reasonable Suspicion training on the physical, behavioral, speech, and performance indicators of probable Alcohol misuse.

SECTION 4

## Prohibited Behavior

Revised June 19, 2023, February 5, 2024

### 4.1 Drugs and Legal Drugs

a. The use of a Drug is prohibited at all times in the Workplace unless a legal prescription has been written for the Drug. This includes but is not limited to, Prohibited Drugs, as well as any Drug not approved for medical use by the United States Drug Enforcement Administration or the United States Food and Drug Administration.

b. Legal Drugs – The appropriate use of legally prescribed Drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates

that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Union County Supervisor, and the Covered Employee is required to provide a written release from his/her doctor or pharmacist indicating that the Covered Employee can perform his/her Safety-Sensitive Functions.

**4.2 Alcohol**

a. Use of Alcohol by a Covered Employee while performing a Safety-Sensitive Function is prohibited and constitutes grounds for immediate termination. Additionally, under the sole authority of the County, the manufacture, distribution, dispensation, possession, storage, purchase, or use of Alcohol by a Covered Employee while On Duty is prohibited and constitutes grounds for immediate termination.

b. No Covered Employee shall use Alcohol within four (4) hours before performing a Safety-Sensitive Function. Additionally, no Covered Employee shall use Alcohol within four (4) hours before going On Duty.

c. No Covered Employee involved in an Accident that requires an Alcohol Test pursuant to this Policy shall consume any Alcohol for eight (8) hours following the Accident or until the test is performed, whichever comes first.

d. A Covered Employee who: (i) refuses to submit to an Alcohol Test when testing is required by this Policy, or (ii) reports or remains On Duty with an Alcohol Concentration of 0.04 or greater will be immediately removed from performing any Safety-Sensitive Function and referred to a list of DOT qualified SAPs. The Covered Employee will also be subject to termination. However, before proceeding with any disciplinary action (initial removal from performing any Safety-Sensitive Function, with pay, is not a disciplinary action), the Covered Employee's department director must ensure that the facts of the case are reviewed by the HR Director.

e. Under the sole authority of the County, no Covered Employee shall report for duty or remain On Duty while having an Alcohol Concentration of 0.02 or greater.

f. A Covered Employee who is tested and found to have an Alcohol Concentration of 0.02 or greater but less than 0.04 shall not perform or continue to perform his or her Safety-Sensitive Functions until the start of the Covered Employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the Alcohol Test. However, under the sole authority of the County, the Covered Employee shall be removed from duty without pay for at least a twenty-four (24) hour period, unless a subsequent Alcohol Test results in an Alcohol Concentration of less than 0.02.

g. Under the sole authority of the County, a Covered Employee who is terminated as a result of a Positive Alcohol Test will not be considered for re-employment for a period of two (2) years from the date of the test.

h. A Covered Employee who: (i) refuses a required Alcohol Test or (ii) has a confirmed Alcohol Test result of 0.04 or greater may not subsequently perform any Safety-Sensitive Function for the County unless and until he or she completes a SAP evaluation, referral, and education/treatment process, and shall be subject to return-to-duty and follow-up testing, as set forth in this Policy and 49 CFR Part 40, as amended.

**4.3 Drugs**

a. The unlawful manufacture, distribution, dispensation, possession, purchase, or use of Drugs by a Covered Employee is prohibited and constitutes grounds for immediate termination. The

unlawful use of a Drug includes use of any illegal Drug, misuse of a legally prescribed Drug, and use of an unlawfully obtained prescription Drug. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any Covered Employee subject to Drug testing under DOT regulations and this Policy. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a Covered Employee is a violation of this Policy and a violation of 49 CFR Part 40, as amended.

b. No Covered Employee shall report for duty or remain On Duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.

c. Without limiting any other provision set forth in this section or this Policy, it is recognized that FTA drug testing regulations (49 CFR Part 655) require that all Covered Employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this Policy. Unlawful use of these five aforementioned drugs is prohibited at all times and thus, Covered Employees may be tested for these drugs anytime that they are On Duty.

d. Under the sole authority of the County, a Covered Employee shall inform his or her Supervisor if, prior to beginning work or while he or she is On Duty, he or she has used or intends to use any prescription medication, over-the-counter medication, or other substance that might impair his or her ability to satisfactorily perform duties. Covered Employees are responsible for a thorough understanding of the effects and potential side effects of medications or other chemical substances taken. Failure to notify the Supervisor under these circumstances may result in disciplinary action up to and including termination. However, before proceeding with disciplinary action, the Covered Employee's department director must ensure that the facts of the case are reviewed by the HR Director.

e. A Covered Employee who: (i) refuses to submit to a Drug Test when testing is required by this Policy or (ii) has a Verified Positive Drug Test will be immediately removed from performing any Safety-Sensitive Function and referred to a list of DOT qualified SAPs. The Covered Employee will also be subject to termination. However, before proceeding with any disciplinary action (initial removal from performing any Safety-Sensitive Function, with pay, is not a disciplinary action), the Covered Employee's department director must ensure that the facts of the case are reviewed by the HR Director.

f. Under the sole authority of the County, a Covered Employee who is terminated as a result of a Positive Drug Test may not be considered for re-employment for a period of two (2) years from the date of the test.

g. A Covered Employee who: (i) refuses a required Drug Test or (ii) has a Verified Positive Drug Test may not subsequently perform any Safety-Sensitive Function for the County unless and until he or she completes an SAP evaluation, referral and education/treatment process and shall be subject to return-to-duty and follow up testing, as set forth in 49 C.F.R. Part 40, as amended.

SECTION 5

## Supervisor Responsibilities

Revised June 19, 2023, February 5, 2024

Every Supervisor shall:

a. Consistently apply this Policy to all Covered Employees under his or her supervision. A Supervisor who fails to apply this Policy when he or she believes or reasonably should believe that a Covered Employee under his or her supervision has committed a violation, will be disciplined.

b. Initiate the process for having a Covered Employee take a Drug Test or Alcohol Test, by notifying the HR Director if there is Reasonable Suspicion that a Covered Employee under his or her supervision, when such Covered Employee is on Duty, has an illegal Drug or Alcohol in his or her system or is using any legal Drug in a manner other than it was intended.

c. Ensure that all Covered Employees he or she supervises receive training on the requirements and consequences of this Policy.

d. Follow the procedure established by the department director to ensure that a Covered Employee who is to be tested for Alcohol or other Drugs is transported to the designated test site, and that those Covered Employees for whom there is Reasonable Suspicion of substance abuse or who have had a breath Alcohol Test result of 0.02 or greater are transported home, either by personal family/friends or by arranged transportation.

SECTION 6

## Covered Employee Responsibilities

Revised June 19, 2023, February 5, 2024

Every Covered Employee and, to the extent applicable, every Covered Applicant shall:

a. Abide by this Policy as a condition of employment.

b. Comply with all applicable laws regulating the manufacture, distribution, dispensation, use or possession of Alcohol, Drugs, or prescription medications.

c. Assure that his or her ability to perform his or her job duties is not negatively affected due to use of Alcohol or, under the sole authority of the County, Drugs, when scheduled to report to work or when On Call. Should any Covered Employee be requested to report to work earlier than his or her normal or previously assigned time, it is the Covered Employee's responsibility to advise his or her Supervisor of an inability to perform his or her job duties or that he or she has used Alcohol or, under the sole authority of the County, Drugs, within the last four hours prior to reporting for duty. If the Covered Employee had received prior notice that he or she might be called back into work, the Covered Employee shall be considered absent without leave if he or she is unable to report to duty and may be subject to other disciplinary action due to inability to report for duty.

   If a Covered Employee acknowledges the use of Alcohol when On Call, but claims the ability to perform his or her Safety-Sensitive function, the Covered Employee must take an Alcohol Test.

   In the case of a Supervisor who has consumed Alcohol or, under the sole authority of the County, Drugs, within four hours of receiving an unscheduled notice to report to work or who is otherwise unable to perform his or her job duties due to the influence of Alcohol or, under the sole authority of the County, Drugs, the Supervisor shall contact a previously designated employee within his or her department to assume the role and responsibilities of the supervisory position until the four-hour time period has passed or, if later, the Supervisor is no longer under such influence and can safely return to duty. If no employee within the Supervisor's department is available or capable of assuming temporary supervisory responsibilities, the Supervisor shall contact a Deputy or Assistant County Manager who shall appoint a temporary Supervisor.

d. Submit immediately to a Drug Test or Alcohol Test when requested by his or her Supervisor or by the HR Director in accordance with this Policy.

e. Notify his or her department director within five (5) days of Conviction of a violation of a Criminal Drug Statute such as the manufacture, distribution, dispensation, possession, or use of narcotics, Drugs, or for any other controlled substance when such violation occurred while the Covered Employee was On Duty, as required by the Drug-Free Workplace Act of 1988.

SECTION 7

## Drug and Alcohol Tests

Revised October 17, 2011, August 15, 2016, February 5, 2024

### 7.1 Reasonable Suspicion Testing

a. Any Covered Employee who while operating a County vehicle or while otherwise On Duty, demonstrates work performance or behavior that creates a Reasonable Suspicion that the Covered Employee is under the influence of Alcohol or Drugs in violation of this Policy shall be subject to Alcohol Testing or Drug Testing.

b. FTA covered employees will be subject to a Reasonable Suspicion Drug and/or Alcohol test when the employer has Reasonable Suspicion to believe that the Covered Employee has used a prohibited Drug and/or engaged in Alcohol misuse. Reasonable Suspicion referrals must be made by one or more Supervisor or other County officials trained in detecting the signs and symptoms of misuse of Alcohol or Drugs in accordance with 49 C.F.R. § 655.14, who reasonably conclude that a Covered Employee may be adversely affected or impaired in his/her work performance due to possible prohibited Drug use or Alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. Under the sole authority of the County, a non-DOT Reasonable Suspicion Drug Test or Alcohol Test may also be conducted anytime a Covered Employee is On Duty.

c. An Alcohol Test shall be administered within two (2) hours, but no later than eight (8) hours, following the determination of Reasonable Suspicion. If the test is not administered within two (2) hours, the Supervisor must document the reason(s) the test was not promptly administered. If the test is not administered within eight (8) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) for not administering the test.

d. A Drug Test shall be administered as soon as possible following the determination of Reasonable Suspicion.

e. Once Reasonable Suspicion is established, the Covered Employee shall not be allowed to report to duty or remain On Duty until: (i) an Alcohol Test or Drug Test is administered and the results of such test are Negative, or (ii) under the sole authority of the County, eight (8) hours have elapsed following a determination of Reasonable Suspicion of Alcohol, or (iii) under the sole authority of the County, thirty-two (32) hours have elapsed following a determination of Reasonable Suspicion of Drugs.

f. A written record shall be made of the grounds for administering a Reasonable Suspicion Test for Alcohol or Drugs and signed by the Supervisor or departmental designee who made the determination of Reasonable Suspicion within twenty-four (24) hours of the observed behavior or before the results of the Alcohol Test or Drug Test are released, whichever is earlier.

*[Link-to-previous setting changed from off in original to on in modified.].*

## 7.2 Post-Accident Testing

a. In addition to any other post-Accident testing requirements described herein and established pursuant to the sole authority of the County, all Covered Employees will be subject to the testing requirements found in 49 CFR § 655.44, as amended. This regulation requires the County to conduct Drug Tests and Alcohol Tests on each surviving Covered Employee operating the transit vehicle at the time of a vehicle Accident involving the loss of human life. This regulation also requires the County to conduct Drug Tests and Alcohol Tests on any other Covered Employee whose performance could have contributed to a vehicle Accident involving a fatality, as determined by the County using the best information available at the time of the decision. Furthermore, the regulation requires Drug Testing and Alcohol Testing of the following Covered Employees in the event that a transit vehicle is involved in an Accident resulting in injuries requiring immediate transportation to a medical treatment facility, or an Accident in which one or more vehicles incurs Disabling damage, but not involving the loss of human life: (1) each Covered Employee operating the transit vehicle at the time of the Accident unless the County determines, using the best information available at the time of the decision, that the Covered Employee's performance can be completely discounted as a contributing factor to the Accident; and (2) any other Covered Employee whose performance could have contributed to the Accident, as determined by the County using the best information available at the time of the decision.

   A Covered Employee subject to post-Accident testing shall remain readily available for such testing or may be deemed by the County to have refused to submit to testing.

b. Post-Accident Alcohol Tests will be administered immediately following the Accident or as soon thereafter as medically and legally possible, but no later than eight (8) hours after the Accident. If the test is not administered within two (2) hours, the Supervisor shall prepare and maintain a written record stating the reason(s) why the test was not administered within two

(2) hours. If the test is not administered within eight (8) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) why the test was not properly administered.

c. Post-Accident Drug Tests will be administered immediately following the Accident or as soon thereafter as medically and legally possible, but no later than thirty-two (32) hours after the Accident. If the test is not administered within thirty-two (32) hours, the Supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) why the test was not promptly administered.

d. Nothing in this Policy shall be construed to require the delay of necessary medical attention for injured people following an Accident or to prohibit a driver from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident, or to obtain necessary emergency medical care.

## 7.3 Pre-employment Testing

a. Before any new or existing Covered Employee or Covered Applicant first operates a Revenue Service Vehicle or performs any related Safety-Sensitive Functions as defined in

~~a.~~ 49 C.F.R. 655.4, the Covered Employee or Covered Applicant must submit to Drug

Testing and receive a Verified Negative result. If the pre-employment Drug Test is Canceled, the Covered Employee or Covered Applicant must take another pre-employment Drug Test with a Verified Negative result. A pre-employment Drug Test will be performed after a conditional offer of employment or transfer has been made to a Covered Applicant or Covered Employee.

b. When a Covered Employee has not performed a Safety-Sensitive Function as defined in 49 C.F.R. 655.4 for 90 consecutive calendar days regardless of the reason, and the Covered Employee has not been in the random selection pool during that time, the Covered Employee must take a pre-employment Drug Test with a Verified Negative result.

c. Covered Applicants are required (even if ultimately not hired) to provide the County with signed written releases requesting Drug and Alcohol records from all previous, DOT-covered employers that the Covered Applicant has worked for within the last two years. Failure to do so will result in the employment offer, if any, being rescinded. The County is required to ask all such Covered Applicants (even if ultimately not hired) if they have tested Positive or refused to test on a pre-employment test for a DOT-covered employer within the last two years. If the Covered Applicant has tested Positive or refused to test on a pre-employment test for a DOT-covered employer, the Covered Applicant must provide the County proof of having successfully completed a referral, evaluation, and treatment plan as described in 49 CFR § 655.62.

### 7.4. Random Testing

a. Random testing will be done on a percentage basis in a fair and equal manner. Each time a random selection is made, every Covered Employee subject to testing will have an equal chance of being tested. Random Drug Tests shall be administered reasonably throughout the calendar year at all days and hours during which a Covered Employee is On Duty. Random Alcohol Tests shall be administered reasonably throughout the calendar year at all days and hours during which a Covered Employee is actually performing, ready to perform, immediately available to perform, or has just performed a Safety-Sensitive Function. Random test selection will be made by a scientifically valid method by using a computer based random number generator.

b. Covered Employees are subject to unannounced Drug Tests throughout the year and may be tested at all days and hours they are On Duty. Covered Employees are subject to unannounced Alcohol Tests throughout the year and may be tested at all days and hours when the Covered Employee is actually performing, ready to perform, immediately available to perform, or has just performed a Safety-Sensitive Function. Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

c. Covered Employees will be included in a random testing pool with other employees covered by DOT drug and alcohol regulations that are covered by a separate County drug and alcohol policy. This testing pool will be maintained separately from the testing pool of all other County employees who may be tested under a separate policy who are covered under such policy by the sole authority of the County.

d. When a Covered Employee is notified that he or she has been selected for random testing, he or she will proceed immediately to the collection site. The Covered Employee's Supervisor shall explain to the Covered Employee that he or she is under no suspicion of using Alcohol or taking Drugs and that the Covered Employee's name was selected randomly pursuant to this Policy.

**7.5. Return to Duty Testing**

a. Covered Employees are subject to return to duty testing following a Verified Positive Drug Test result, a confirmed Alcohol Test with a result indicating an Alcohol Concentration of 0.04 or greater, a refusal to test as set forth in Section 8 of this Policy or any other violation of the prohibition on the use of Alcohol or Drugs under a DOT agency regulation. Such Covered Employees must meet all requirements set forth in 49 CFR Part 40, Subpart O and this Policy before they will be allowed to resume any DOT Safety- Sensitive Functions. Nothing in this Section requires the County to return a Covered Employee to Safety-Sensitive Functions because the Covered Employee has met these conditions.

b. A Positive Return to Duty test shall result in termination.

**7.6 Follow-up Testing**

a. A Covered Employee who violates this Policy by refusing to take a required Drug Test or Alcohol Test or by having a Verified Positive Drug Test or by having a confirmed Alcohol Test result of 0.04 or greater, and who seeks to resume the performance of Safety-Sensitive Functions, will be required to undergo frequent, unannounced Drug Testing and/or Alcohol Testing following their return-to-duty in accordance with a written follow-up testing plan to be established by the SAP after the SAP determines that the Covered Employee has successfully complied with the SAP's recommendations for education and/or treatment. The SAP is the sole determiner of the number and frequency of follow-up tests and whether these tests will be for Drugs, Alcohol, or both, unless otherwise directed by the appropriate DOT agency regulations. However, the SAP must, at a minimum, direct that the Covered Employee be subject to six unannounced follow-up tests in the first 12 months of Safety-Sensitive Functions duty following the Covered Employee's return to Safety-Sensitive Functions. The requirements of the SAP's follow-up testing plan "follow the Covered Employee" to subsequent employers or through breaks in service in accordance with the provisions in 49 CFR Part 40. The Covered Employee will not be allowed to continue to perform Safety- Sensitive Functions unless follow-up testing is conducted as directed by the SAP. Such follow-up Alcohol Testing will occur when the Covered Employee is actually performing, ready to perform, immediately available to perform, or has just performed a Safety-Sensitive Function; however, such follow-up Drug Testing will occur anytime the Covered Employee is On Duty.

b. A Positive Follow-up Test will result in termination.

c. Follow-up Testing is separate from and in addition to Random Testing. Covered Employees subject to Follow-up Testing must also remain in the standard random pool and must be tested

whenever their names come up for Random Testing, even if this means being tested twice in the same week or month.

SECTION 8

## Refusal to Submit to a Test

Revised February 5, 2024

A Covered Employee's refusal to take a required Drug Test or Alcohol Test is a violation of this Policy. A Covered Employee who violates this Policy by refusing to take a required Drug Test or Alcohol Test may not subsequently perform any Safety-Sensitive Function for the County unless and until he or she completes an SAP evaluation, referral, and education/treatment process and shall be subject to return-to-duty and follow up testing, as set forth in 49 C.F.R. Part 40.

It is considered a refusal to take a test if a Covered Employee or Covered Applicant:

i. fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, after being directed by the employer to do so;
ii. fails to remain at the testing site until the testing is complete. A Covered Employee or Covered Applicant who leaves the testing site before the testing process commences for a pre- employment test has not refused to test;
iii. fails to attempt to provide a Specimen for any Drug Test, or Alcohol Test, required by 49 CFR Part 40 or any other DOT agency regulations. A Covered Employee or Covered Applicant who does not provide a Specimen because they have left the testing site before the testing process commenced for a pre-employment test has not refused the test;
iv. in the case of a directly observed or monitored collection in a Drug Test, fails to permit the observation or monitoring of the Covered Employee's or Covered Applicant's provision of a Specimen;
v. fails to provide a sufficient amount of Specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
vi. fails or declines to take an additional test the employer or collector has directed the Covered Employee or Covered Applicant to take;
vii. fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER;
viii. fails to cooperate with any part of the testing process;
ix. has a test result that the MRO reports is a verified Adulterated or Substituted Specimen;
x. fails or refuses to sign Step 2 of the Alcohol Testing form;
xi. fails to follow the observer's instructions during an observed collection, including instructions to raise or lower clothing and turn around during a directly observed urine collection;
xii. possesses or wears a prosthetic or other device that could be used to tamper with the collection process; or
xiii. admits to the collector or MRO that the Covered Employee or Covered Applicant Adulterated or substituted the Specimen.

In addition, if a Covered Employee fails to remain readily available following an Accident as set forth in Section 7.2 of this Policy.

SECTION 9

## Drug Testing Procedures

Revised February 5, 2024

**All** Drug Tests performed pursuant to this Policy shall be conducted at Carolina OCC MED, in Monroe, NC, or other clinical facility designated by the County, which facility shall be responsible for complying with all applicable state and federal regulations governing Drug Testing procedures and methodologies.

a. The Drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine (including such Drug metabolites).

b. After the identity of the donor Covered Employee/Covered Applicant is checked using picture identification, a urine and/or Oral Fluid Specimen will be collected as described in 49 CFR Part 40, as amended.

c. Covered Employees and Covered Applicants that have a Verified Positive Drug Test result or a test refusal due to an Adulterated Specimen or Substituted Specimen may request a test of their Split Specimen. However, Covered Employees and Covered Applicants do not have access to a test of their Split Specimen following an Invalid result. The split sample test must be conducted at a second Laboratory. The test must be conducted on the split sample that was provided by the Covered Employee or Covered Applicant at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The Covered Employee's or Covered Applicant's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample Verified Positive Drug Test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the Covered Employee or Covered Applicant. The County will ensure that the cost for the Split Specimen is covered in order for a timely analysis of the sample. However, the County will seek reimbursement for the split sample test from the Covered Employee or Covered Applicant.

d. Following a Negative Dilute result, the Covered Employee or Covered Applicant will be required to undergo another test. Should this second test result in a Negative Dilute result, the test will be considered a Negative and no additional testing will be required unless directed to do so by the MRO.

SECTION 10

## Alcohol Testing Procedures

Revised February 5, 2024

a. All Alcohol Tests performed pursuant to this Policy shall be conducted at Carolina OCC MED, in Monroe, NC, or other clinical facility designated by the County, which facility shall be responsible for complying with all applicable state and federal regulations governing Alcohol Testing procedures and methodologies.

b. Tests for breath Alcohol Concentration will be conducted in accordance with 49 CFR Part 40, as amended.

SECTION 11

## Reporting of Results

Revised February 5, 2024

Carolina Occ Med, or other clinic facility designated by the County to perform employee Drug Testing, shall send the MRO a copy (Copy 2) of the custody and control form within 24 hours (or the next business day) of the Drug Test. The Laboratory shall report the Drug Test results to the Medical Review Officer. The report shall indicate the Drugs/metabolites tested for, whether the results are Positive or Negative, and the Drug Testing Laboratory identification number. Carolina Occ Med, or other clinical facility designated by the County to perform employee Alcohol Testing, shall report Alcohol Test results to the HR Director (the DER for Union County) immediately.

SECTION 12

## Review of Drug Results by MRO

***THE MRO WILL REVIEW AND INTERPRET POSITIVE RESULTS OBTAINED FROM THE LABORATORY. THE MRO, THROUGH A VERIFICATION PROCESS, WILL ASSESS AND DETERMINE WHETHER ALTERNATE MEDICAL EXPLANATIONS COULD ACCOUNT FOR THE POSITIVE TEST RESULTS. THE MRO MAY CONDUCT MEDICAL INTERVIEWS OF THE TESTED INDIVIDUAL. ADDITIONALLY, THE MRO WILL EXAMINE ALL MEDICAL RECORDS AND DATA MADE AVAILABLE BY THE TESTED INDIVIDUAL, SUCH AS EVIDENCE OF PRESCRIBED MEDICATIONS.***

a. The MRO will review the findings of a Drug Test with the Covered Employee or Covered Applicant before a final determination is made that the Covered Employee or Covered Applicant did not Pass the test. After the final determination is made, the MRO will notify the County as prescribed below.

b. When a Covered Employee or Covered Applicant is taking a prescription medication, the MRO must verify the prescription, and if it is a valid prescription, immediately notify the HR Director of a Verified Negative result. In cases when an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the Covered Employee or Covered Applicant under other DOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the Covered Employee or Covered Applicant that they will have five (5) business days from the date the MRO reports the Verified Negative result to the County for the Covered Employee or Covered Applicant to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the Covered Employee or Covered Applicant medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the Covered Employee's or Covered Applicant's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the County consistent with 49 CFR Part 40.327.

c. If during the course of an interview with an individual who has tested Positive the MRO learns of a medical condition which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to the HR Director.

d. The MRO will notify each Covered Employee or Covered Applicant who has a confirmed Positive test that the Covered Employee or Covered Applicant has 72 hours in which to request a test of the Split Specimen. The Covered Employee or Covered Applicant shall have the right to retest a confirmed Positive sample at another approved Laboratory. The Covered Employee or Covered Applicant must request release of the sample specifying to which approved Laboratory the sample is to be sent. If the Covered Employee or Covered Applicant makes such a request, the MRO will direct, in writing, the Laboratory to provide the Split Specimen to a second certified Laboratory. If the analysis of the Split Specimen fails to Reconfirm the presence of the Drug(s) or Drug metabolite(s) found in the primary Specimen, or if the Split Specimen is unavailable, inadequate for testing or un-testable, the MRO will cancel the test and report cancellation and the reasons for it to the DOT, the County, and the Covered Employee or Covered Applicant. The County will conduct the Split Specimen test in a timely manner in accordance with Policy and applicable law; however, the County may seek payment or reimbursement for all or part of the cost of the Split Specimen from the Covered Employee or Covered Applicant in accordance with 49 C.F.R. § 40.173.

e. Notwithstanding any other provision stated herein, the MRO shall comply with all applicable state and federal laws in effect at the time of the testing.

SECTION 13

## Compliance with Law

Revised June 19, 2023, February 5, 2024

a. The County will maintain Alcohol Test and Drug Test results in a secure and confidential manner, so that disclosure of information to unauthorized persons does not occur. Covered Employee or Covered Applicant information shall only be released as legally required or expressly authorized.

b. Searches and seizures are to be conducted in a legal manner. Under the sole authority of the County, the County reserves the right to conduct searches or inspections of property assigned to a Covered Employee whenever a department director or his or her designee determines that the search is reasonable under all the circumstances. Failure to consent to, or cooperate with, such inspections will be grounds for disciplinary action up to and including discharge.

c. The County will notify the North Carolina Division of Motor Vehicles within five (5) business days following receipt of a Positive Drug Test or Alcohol Test or a refusal to submit to a required test for all Covered Employee or Covered Applicants, as required by N.C.G.S. § 20-37.19(c). Such notification shall include the person's name, driver's license number, social security number, and test results or documentation of refusal to take the test.

d. The Drug Free Workplace Act of 1988 requires all Covered Employees to notify the County within five calendar days after any criminal Conviction for the manufacture, distribution, dispensation, possession, or use of narcotics, Drugs, or any other controlled substance at the

Workplace. The County shall then be required to notify all federal contracting agencies and grantors of such Conviction within ten days of receiving notice of the Conviction.

e. This Policy is intended to comply will all applicable federal regulations governing Workplace anti-Drug and Alcohol programs in the transportation industry. This specifically includes, without limitation, 49 CFR Part 655, as amended (published by the FTA of the DOT), which mandate Drug Testing and Alcohol Testing for Covered Employees and Covered Applicants and prohibit performance of Safety-Sensitive Functions when there is a Positive test or test refusal; and 49 CFR Part 40, as amended (published by DOT), which sets standards for the collection and testing of Specimens.

SECTION 14
## Contact

**Any inquiries regarding this Policy should be directed to the Union County Human Resources Director, who is the County Official designated to answer questions about this Policy. The HR Director is located in the Union County Government Center, 500 N. Main Street, Suite 130, Monroe, N.C. The phone number is (704) 283-3869**.

SECTION 15
## 49 CFR Part 655
Revised February 5, 2024

a. The provisions in 49 CFR Part 655, as amended, apply to Covered Employees and Covered Applicants. This Policy implements elements of an anti-Drug use and Alcohol misuse program that are not required by 49 CFR Part 655.

b. The following list indicates the tests required by 49 CFR Part 655 and is meant to satisfy the requirement in 49 CFR § 655.17 that employers notify employees of tests required by Part 655. 49 CFR Part 655 requires:

1. Drug Testing with a verified Negative result prior to allowing a Covered Employee or a Covered Applicant for such a position to perform a safety sensitive function (as defined by Part 655) for the first time.

2. Drug Testing with a verified Negative result prior to allowing a Covered Employee to perform a safety-sensitive function if the Covered Employee has not performed a safety sensitive function (as defined by 49 CFR Part 655) for 90 consecutive calendar days regardless of the reason and the Covered Employee has not been in the random selection pool during that time.

3. Alcohol Testing if a Covered Employee acknowledges the use of Alcohol while On Call but claims the ability to perform his or her safety-sensitive function (as defined by 49 CFR Part 655).

4. Alcohol Testing and/or Drug Testing when the County has Reasonable Suspicion to believe that the Covered Employee has used a prohibited Drug and/or engaged in Alcohol misuse.

Reasonable Suspicion Alcohol Testing is authorized under 49 CFR Part 655 only if the required observations are made during, just preceding, or just after the period of the workday that the Covered Employee is required to be in compliance with 49 CFR Part 655, and the Covered Employee is directed to undergo the test while performing safety-sensitive functions (as defined by 49 CFR Part 655), just before the Covered Employee is to perform such functions, or just after the Covered Employee has ceased performing such functions.

5. Random testing for Alcohol misuse while the Covered Employee is performing safety-sensitive functions (as defined by 49 CFR Part 655); just before the Covered Employee is to perform such functions; or just after the Covered Employee has ceased performing such functions.

6. Random testing for prohibited Drug use anytime a Covered Employee is On Duty.

7. Post-Accident Drug Testing and Alcohol Testing under 49 CFR § 655.44 as described by Section 6.2(a) of the Policy.

8. If a Covered Employee has a Verified Positive DOT Drug Test result, a DOT Alcohol Test with a result indicating an Alcohol Concentration of 0.04 or greater, or a refusal to test or any other violation of the prohibition on the use of Alcohol or Drugs under a DOT agency regulation, 49 CFR Part 655 requires return-to-duty Drug Testing and/or Alcohol Testing prior to the return of the Covered Employee to safety-sensitive duties (as defined by 49 CFR Part 655). Such testing must occur after the SAP has determined that the Covered Employee has successfully complied with prescribed education and/or treatment.

9. Follow-up testing of each Covered Employee who returns to duty in accordance with a written follow-up testing plan to be established by the SAP.

c. 49 CFR Part 655 authorizes pre-employment Alcohol Testing in accordance with 49 CFR § 655.42.

d. 49 CFR Part 655 defines "safety-sensitive function" to have the meaning as defined in this Policy for Safety-Sensitive Function.

**File #:** 26-356 **Agenda Date:** 6/16/2026

**TITLE:**

Revised Resolution - Opioid Settlement Spending Plan (FY2027-FY2030)

**INFORMATION CONTACT:**

Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630

**ACTION REQUESTED:**

1) Adopt the Revised Resolution by the Union County Board of Commissioners to Direct the Expenditure of Opioid Settlement Funds for FY2027-FY2030; and 2) adopt Special Revenue Ordinance 78C; and 3) authorize the County Manager to negotiate and execute agreements and related documents consistent with this agenda item and the approved Opioid Settlement Spending Plan.

**PRIOR BOARD ACTIONS:**

1) June 19, 2023, Regular Meeting, Agenda Item #23-367 - Board approval of the first phase of opioid settlement funding.
2) March 4, 2024, Regular Meeting - Board adoption of a resolution authorizing the expenditure of $2,724,783 in Opioid Settlement Funds to support eight strategies from the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.
3) April 20, 2026, Regular Meeting - Board endorsement of funding recommendations for the FY2027 -FY2030 Opioid Settlement Spending Plan.
4) May 4, 2026, Regular Meeting, Agenda Item #26-263 - Board adoption of the Resolution to Direct the Expenditure of Opioid Settlement Funds for FY2027-FY2030.

**BACKGROUND:**

North Carolina participated in the national opioid settlements, and the North Carolina Association of County Commissioners (NCACC) and the North Carolina Department of Justice (NCDOJ) partnered to help ensure settlement proceeds are distributed to local jurisdictions for programs and services that directly benefit individuals and communities most impacted by the opioid epidemic.

Union County entered into Memorandums of Agreement with the State of North Carolina governing both the amount of settlement funding to be received and the allowable uses of those funds. These agreements also establish the framework for how North Carolina and participating local governments will use proceeds from future national settlements or bankruptcy resolutions involving opioid manufacturers, distributors, and related entities.

Union County is expected to receive approximately $17.7 million in Opioid Settlement Funds to be distributed between 2022 and 2038. Under the terms of the Memorandum of Agreement, local governments are required to authorize the expenditure of Opioid Settlement Funds through a budget

item or resolution that identifies the amount authorized, the applicable strategy or strategies, and the period during which the expenditure may occur.

On May 4, 2026, the Board of Commissioners adopted a resolution authorizing the expenditure of Opioid Settlement Funds for the FY2027-FY2030 funding period. As part of the County's ongoing review and stewardship of these funds, staff identified previously authorized funding that remained unexpended and/or unobligated, as well as minor clerical corrections needed to certain line-item and total authorization amounts. The Revised Resolution allows the County to carry forward the available funding for continued opioid settlement-related purposes in the next funding cycle and updates the total authorization for the FY2027-FY2030 funding period to $7,020,951.
The Revised Resolution supersedes the May 4, 2026, Resolution and authorizes the expenditure of Opioid Settlement Funds in accordance with the attached Appendix and approved spending plan.

**FINANCIAL IMPACT:**

The Revised Resolution authorizes the expenditure of $7,020,951 in Opioid Settlement Funds for the FY2027-FY2030 funding period. This amount includes any remaining naloxone-related funding previously authorized under the first Opioid Settlement Spending Plan that is unexpended and/or unobligated as of June 30, 2026, and reauthorized under Exhibit A.7, Naloxone Distribution. Any such remaining funds are included within, and are not in addition to, the $140,000 authorized for Exhibit A.7.

OFFICE OF THE COMMISSIONERS AND MANAGER

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

# REVISED RESOLUTION BY THE UNION COUNTY BOARD OF COMMISSIONERS TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

**WHEREAS,** Union County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids; and

**WHEREAS,** the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF"), the Second Supplemental Agreement for Additional Funds ("SAAF-2"), and the Third Supplemental Agreement for Additional Funds ("SAAF-3"); and

**WHEREAS,** Union County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D, "Special Revenue Fund," of the MOA; and

**WHEREAS,** Union County will receive approximately $17,709,301 in Opioid Settlement Funds to be distributed between 2022 and 2038; and

**WHEREAS,** section E.6.a, Budget item or resolution required, of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

(i) Authorizes the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time;

(ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B of the MOA, using the item letter and/or number in Exhibit A or Exhibit B of the MOA to identify each funded strategy; and

(iii) states the amount dedicated to each strategy for a stated period of time; and

**WHEREAS**, Union County developed an Opioid Settlement Spending Plan with funding recommendations based on community surveys results, 2025 Strategic Planning, and other stakeholders; and

**WHEREAS,** on March 4, 2024, the BOCC adopted a resolution authorizing expenditure of $2,724,783 in Opioid Settlement Funds to support eight strategies from the MOA between July 1, 2023, and June 30, 2026 (the "March 4th Resolution"); and

**WHEREAS,** on May 4, 2026, the BOCC adopted a resolution authorizing expenditure of an additional $7,020,950.38 in Opioid Settlement Funds to support ten strategies from the MOA between July 1, 2026, and June 30, 2030 (the "May 4th Resolution"); and

**WHEREAS**, the County has identified typographical errors in the May 4th Resolution requiring correction of one or more line-item amounts and the total authorized amount, and the corrected total authorization is $7,020,951; and

**WHEREAS**, the March 4th Resolution authorized expenditures of $150,000 for Strategy H-1 under Exhibit B of the MOA, which increases the availability and distribution of naloxone and other medications that treat overdoses for first responders, overdose patients, individuals with opioid use disorder and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, and other members of the general public; and

**WHEREAS**, as of June 16, 2026, $82,556.82 of the previously authorized Exhibit B-H.1 naloxone funding remains unexpended and/or unobligated; and

**WHEREAS**, the County desires to transition future naloxone-related opioid settlement spending to Exhibit A, Strategy 7, Naloxone Distribution, of the MOA; and

**WHEREAS**, any opioid settlement funds not expended or obligated shall remain restricted in the County's opioid settlement special revenue fund and may be used only for purposes authorized by the NC MOA and applicable law;

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

1. The Board of Commissioners hereby reauthorizes any remaining funds previously authorized under Exhibit B-H.1 in the first authorized Opioid Settlement Spending Plan that are unexpended and/or unobligated as of June 30, 2026, for expenditure under Exhibit A.7, Naloxone Distribution, during the period July 1, 2026, through June 30, 2030. Any such remaining funds shall be included within, and shall not be in addition to, the $140,000 authorized for Exhibit A.7 in the Appendix.

2. This Revised Resolution by the Union County Board of Commissioners to Direct the Expenditure of Opioid Settlement Funds (the "Revised Resolution") shall supersede the May 4th Resolution. Upon adoption of this Revised Resolution, the May 4th Resolution shall be deemed terminated, and without any further legal effect.

3. In alignment with the MOA, SAAF, SAAF-2, and SAAF-3, the BOCC hereby authorizes the expenditure of $7,020,951 of Opioid Settlement Funds in accordance with the attached Appendix, which Appendix is incorporated herein by reference. The total amount of expenditures of Opioid Settlement Funds authorized by the BOCC between the March 4th Resolution and this Revised Resolution is now $9,745,734.

Adopted this the 16th day of June 2026.

_____
Brian Helms, Chair
Union County Board of Commissioners

**ATTEST:**

_____
Lynn West, Clerk to the Board

COUNTY SEAL

## Appendix

**1.** First strategy authorized

- **a.** Name of strategy: **Recovery Support Services (A.3):** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- **b.** Strategy is included in Exhibit: A
- **c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A.3
- **d.** Amount authorized for this strategy: $**610,112.00**
- **e.** Period of time during which expenditure may take place:
  Start date July 1, 2026, through End date June 30, 2030
- **f.** Description of the program, project, or activity: Peer Support Services: Two Peer Support Specialists will support Treatment Courts, and Hajee House will partner with the Union County Human Services Recovery Support Program. Hajee peer support staff will provide direct, community-based support.
- **g.** Providers: **District Court-Chief District Court Judge Erin Hucks, and Hajee House**

**2.** Second strategy authorized

- **a.** Name of strategy: **Evidence-Based Addiction Treatment (A.2):** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD.
- **b.** Strategy is included in Exhibit A
- **c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A.2
- **d.** Amount authorized for this strategy: $**700,000.00**
- **e.** Period of time during which expenditure may take place:

Start date: July 1, 2026, through End date June 30, 2030

**f.** Description of the program, project, or activity: Evidence-Based Addiction Treatment will expand access to proven treatment for Union County residents with opioid use disorder, including medication-assisted treatment, integrated behavioral health care and coordinated referral pathways. The program will support timely connection to care through qualified providers

**g.** Provider: **New Beginnings of the Southern Piedmont LLC, and McLeod Center for Wellbeing**

**3.** Third authorized strategy

**a.** Name of strategy: **Early Intervention (A.6):** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

**b.** Strategy is included in Exhibit A

**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A.6

**d.** Amount authorized for this strategy: **$1,450,175.00**

**e.** Period of time during which expenditure may take place:
Start date: July 1, 2026, through End date June 30, 2030

**f.** Description of the program, project, or activity: Cameron's House of Hope and the Human Services Agency's Behavioral Health Collaborative will support Strategy A.6 by providing early intervention and family-centered services for children, adolescents, and caregivers affected by substance use and behavioral health challenges. The Behavioral Health Collaborative will strengthen early intervention, screening, referral, and counseling services, while Cameron's House of Hope will provide tutoring, counseling, mentoring, and family support services to improve access to care and promote long-term stability and recovery for Union County families.

**g.** Provider: **Cameron's House of Hope and Human Services Agency, Behavioral Health Collaborative.**

**4.** Fourth authorized strategy

**a.** Name of strategy: **Prevent Misuses of Opioids (B-G.8):** Fund evidence-based prevention programs in schools or evidence informed school and community

education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

**b.** Strategy is included in Exhibit B

**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B-G.8

**d.** Amount authorized for this strategy: **$1,293,038.00**

**e.** Period of time during which expenditure may take place:
Start date: July 1, 2026, through End date June 30, 2030

**f.** Description of the program, project, or activity: Union County Public Schools will strengthen early prevention and youth programs by expanding a comprehensive K–12 substance use prevention continuum. This expansion will be accomplished through three staff positions: one Lead Substance Abuse Prevention Coordinator and two Substance Abuse Educators. In Year 1, services will be provided at Sun Valley Middle School, Sun Valley High School, Porter Ridge Middle and High, Monroe High School, and the Health Science Academy at Monroe Middle School; in Years 2–4, services will continue at those schools and expand to Shiloh Valley Elementary, Porter Ridge Elementary, and East Elementary. The program will provide age-appropriate instruction on decision-making, goal setting, peer resistance, media literacy, and risk awareness, along with staff development, parent education, early intervention support for at-risk students, and train-the-trainer models to build sustainable school capacity and support long-term student success.

**g.** Provider: **Union County Public Schools**

**5.** Fifth strategy authorized

**a.** Name of strategy: **Support People in Treatment and Recovery (B-B.3):** Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

**b.** Strategy is included in Exhibit B

**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B-B.3

**d.** Amount authorized for this strategy: **$300,000.00**

**e.** Period of time during which expenditure may take place:
Start date: July 1, 2026, through End date June 30, 2030

**f.** Description of the program, project, or activity: 30-day drug and alcohol treatment program specializing in evidence-based, counseling-based and abstinence-based treatment for Opioid-Use Disorder patients. Service is provided to Union County residents who typically cannot access state-sponsored care (Medicaid managed care through Partners LME/MCO).

**g.** Provider: **Bridge to Recovery Regional Recovery Center**

**2.** Sixth authorized strategy

a. Name of strategy: **Address the needs of Criminal-Justice Involved Person (B-D.3)**: Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
b. Strategy is included in Exhibit B
c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B-D.3
d. Amount authorized for this strategy: **$1,927,626.00**
e. Period of time during which expenditure may take place:
   Start date: July 1, 2026, through End date June 30, 2030
f. Description of the program, project, or activity: Family Treatment Court and Veterans Treatment Court will support Strategy B-D.3 by addressing the needs of criminal-justice-involved individuals with opioid use disorder and co-occurring substance use or mental health conditions through structured, evidence-based treatment and recovery pathways. These courts provide coordinated oversight, trauma-informed support, peer engagement, and access to treatment, mental health services, and other supportive resources to improve recovery outcomes, reduce recidivism, and promote long-term stability for participants and their families.
g. Provider: **District Court-Chief District Court Judge Erin Hucks**

**7.** Seventh strategy authorized

**a.** Name of strategy: **Collaborative Strategic Planning (A.1):** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
**b.** Strategy is included in Exhibit A
**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A.1
**d.** Amount authorized for this strategy: **$300,000.00**
**e.** Period of time during which expenditure may take place:
   Start date: July 1, 2026, through End date June 30, 2030
**f.** Description of the program, project, or activity: Collaborative Strategic Planning will support the administrative infrastructure needed to manage Union County's opioid settlement investments with accountability and

compliance. Administrative costs will include 50% of the salary for the Opioid Settlement Program Manager, annual single-audit expenses, software and data-tracking costs, and other operational expenses necessary to support program oversight, reporting, coordination, and fiscal stewardship.

**g.** Provider: **Union County Manager's Office**

**8.** Eighth strategy authorized

**a.** Name of strategy: **Naloxone Distribution (A.7):** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as SSP Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.

**b.** Strategy is included in Exhibit A

**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A.7

**d.** Amount authorized for this strategy: **$140,000.00**

**e.** Period of time during which expenditure may take place:
Start date: July 1, 2026, through End date: June 30, 2030

**f.** Description of the program, project, or activity: Naloxone distribution funding will support the purchase and distribution of naloxone for community use, helping to reduce overdose deaths and improve access to lifesaving resources. This investment will strengthen Union County's ability to respond promptly to opioid-related emergencies and expand availability for residents, families, and community partners. The Union County Recovery Support Services Program staff will work collaboratively with the Health Department Pharmacist to oversee and manage the naloxone distribution

**g.** Provider: **Union County Human Services Agency**

**9.** Ninth strategy authorized

**a.** Name of strategy: **Recovery Support Services (A.3) – Employment & Transportation Related Services:** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or

vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.

**b.** Strategy is included in Exhibit A

**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A.3

**d.** Amount authorized for this strategy: **$200,000.00**

**e.** Period of time during which expenditure may take place:
Start date: July 1, 2026, through End date June 30, 2030

**f.** Description of the program, project, or activity: Recovery Support Services – Employment & Transportation Related Services will support people in treatment or recovery by connecting them to employment supports and transportation needed to improve stability and long-term recovery. The Human Services Recovery Support Services Program team will help manage this effort by working with funded agencies and peer support staff to navigate individuals to available resources, including job training, job readiness services, resume assistance, interview preparation, and workforce partners such as Economic Development, the Chamber of Commerce, NC Works, SPCC, staffing agencies, and other community providers. This initiative will also fund transportation vouchers or services to help individuals with substance use disorder access MAT treatment, court-related drug testing appointments, treatment court appointments, job training, and other recovery-related services. This approach will reduce barriers to care and employment, support direct linkage from post-overdose response into treatment, and promote recovery-friendly pathways to long-term success.

**g.** Provider: **Union County Human Services Agency**

**10.** Tenth strategy authorized

**a.** Name of strategy: **Prevent Misuse of Opioids (B-G.1),** Fund media campaigns to prevent opioid misuse

**b.** Strategy is included in Exhibit B

**c.** Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit B-G.1

**d.** Amount authorized for this strategy: **$100,000.00**

**e.** Period of time during which expenditure may take place:
Start date: July 1, 2026, through End date June 30, 2030

**f.** Description of the program, project, or activity: Prevent Misuse of Opioids, will support a public education and awareness initiative that provides clear, reliable information to residents and families about opioid risks, prevention, and the services available in Union County. The campaign will use community-centered messaging and carefully selected personal stories of hope, resilience, and recovery to encourage understanding, reduce barriers

to seeking help, and highlight that support is available. It will also improve awareness of where and how to access treatment, recovery support, and other local resources so individuals and families can connect to care as early as possible.

**g.** Provider: **Union County Public Communications**

**Special Revenue Ordinance 78C**
**for Union County Opioid Settlement**

**BE IT ORDAINED** by the Board of County Commissioners of Union County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a new special revenue fund and budget for a project to be funded by settlement funds received specifically for the Union County Opioid Settlement.

**Section 2:** The officers of this unit are hereby directed to proceed with the Union County Opioid Settlement project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

**Section 3**: The County has elected to allocate an additional $7,020,951 as outlined in the attached SRO #78C chart which is incorporated herein showing appropriation to date, additions, or deletions as of this special revenue ordinance, and the total appropriation.

**Section 4:** The following amounts are appropriated for the projects and authorized for expenditures:

| | |
|---|---|
| **Expenditure Funds:** | |
| Opioid Strategies as adopted by BOCC Resolution | $9,745,734 |

**Section 5:** The following revenues are anticipated to be available to complete the project:

| | |
|---|---|
| **Revenue Funds:** | |
| Opioid Settlement | $9,745,734 |

**Section 6:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records.

**Section 7:** Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

**Section 8:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a semi-annually basis.

**Section 9:** Copies of this special revenue ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Board of County Commissioners.

**Section 10**: At the completion of this special revenue ordinance the Finance Officer is hereby directed to close out the Special Revenue Ordinance.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| Lynn G. West, | Brian Helms, Chairman |
| Clerk to the Board | Union County Board of Commissioners |

**SPECIAL REVENUE ORDINANCE AMENDMENT**

| | | | |
|---|---|---|---|
| BUDGET | Opioid Settlement Fund | REQUESTED BY | Resolution Adopted by BOCC |
| FISCAL YEAR | 2026-2027 | DATE | 6/16/2026 |

| PROJECT SOURCES | | | | PROJECT USES | | | |
|---|---|---|---|---|---|---|---|
| Source Description and Code | Project To Date | Requested Amendment | Revised Project | Project Description and Code | Project To Date | Requested Amendment | Revised Project |
| **NC Opioid Settlement** | | | | **NC Opioid Settlement** | | | |
| Other Revenue | 2,724,783 | 7,020,951 | 9,745,734 | Payments to Other Agencies | 1,624,783 | 2,480,000 | 4,104,783 |
| | | | | Employee Salary & Benefits | 832,543 | 2,807,913 | 3,640,456 |
| | | | | Operating Cost | 167,457 | 440,000 | 607,457 |
| | | | | Payments to Other Governmental Unit | 100,000 | 1,293,038 | 1,393,038 |
| | 2,724,783 | 7,020,951 | 9,745,734 | | 2,724,783 | 7,020,951 | 9,745,734 |

EXPLANATION: To appropriate Opioid Settlement funds as authorized by the BOCC for the ten stratgegies adopted for FY 2027-2030.

DATE: 6/16/2026

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

FOR FINANCE POSTING PURPOSES ONLY

| PROJECT SOURCES | | | | PROJECT USES | | | |
|---|---|---|---|---|---|---|---|
| Source Description and Code | Project To Date | Requested Amendment | Revised Project | Project Description and Code | Project To Date | Requested Amendment | Revised Project |
| | | | | **Resolution adopted thru FY 2027-2030** | | | |
| **Misc Revenue Settlement** | | | | | | | |
| 30134001-4830 | 2,724,783 | 7,020,951 | 9,745,734 | **Strategy 1 - B-H.1 - Prevent Overdose Deaths and other Harms** | | | |
| | | | | 30134001-5239-18005 | 150,000 | - | 150,000 |
| | | | | **Strategy 2 - B-J.1 – Leadership, Planning and Coordination** | | | |
| | | | | 30134001-5699-18006 | 524,783 | - | 524,783 |
| | | | | **Strategy 3 - B-D.3 - Address the Needs of Criminal Justice Involved Persons** | | | |
| | | | | 30134001-5121-18001 | 477,594 | - | 477,594 |
| | | | | 30134001-5131-18001 | 36,536 | - | 36,536 |
| | | | | 30134001-5134-18001 | 23,880 | - | 23,880 |
| | | | | 30134001-5136-18001 | 66,208 | - | 66,208 |
| | | | | 30134001-5138-18001 | 281 | - | 281 |
| | | | | 30134001-5171-18001 | 14,303 | - | 14,303 |
| | | | | 30134001-5173-18001 | 12,660 | - | 12,660 |
| | | | | 30134001-5182-18001 | 2,721 | - | 2,721 |
| | | | | 30134001-5183-18001 | 95,203 | - | 95,203 |
| | | | | 30134001-5187-18001 | 3,157 | - | 3,157 |
| | | | | 30134001-5220-18001 | 125 | - | 125 |
| | | | | 30134001-5260-18001 | 2,200 | - | 2,200 |
| | | | | 30134001-5311-18001 | 3,800 | - | 3,800 |
| | | | | 30134001-5312-18001 | 3,600 | - | 3,600 |
| | | | | 30134001-5313-18001 | 3,000 | - | 3,000 |
| | | | | 30134001-5321-18001 | 3,000 | - | 3,000 |
| | | | | 30134001-5419-18001 | 1,732 | - | 1,732 |
| | | | | **Strategy 4 - B-E.8 – Address the Needs of Pregnant or Parenting Women and their Families** | | | |
| | | | | 30134001-5699-18007 | 400,000 | - | 400,000 |
| | | | | **Strategy 5 - B-B.3 - Support People In Treatment and Recovery** | | | |
| | | | | 30134001-5699-18008 | 175,000 | - | 175,000 |
| | | | | **Strategy 6 - B-D.5 - Address the Needs of Criminal Justice** | | | |

| | | | |
|---|---|---|---|
| **Involved Persons** | | | |
| 30134001-5699-18006 | 350,000 | - | 350,000 |
| **Strategy 7 -B-A.1 – Treat Opioid Use Disorder** | | | |
| 30134001-5699-18010 | 175,000 | - | 175,000 |
| **Strategy 8 - B-G.8 - Prevent Misuse of Opioids** | | | |
| 30134001-5126-18003 | 95,000 | - | 95,000 |
| 30134001-5131-18003 | 5,000 | - | 5,000 |
| 30134001-5630-18003 | 100,000 | - | 100,000 |
| **Strategy 1 - A.3 - Recovery Support Services** | | | |
| 30134001-5121-18020 | - | 304,859 | 304,859 |
| 30134001-5131-18020 | - | 25,253 | 25,253 |
| 30134001-5699-18020 | - | 280,000 | 280,000 |
| **Strategy 2 - A.2 - Evidence-Based Addiction Treatment** | | | |
| 30134001-5699-18021 | - | 700,000 | 700,000 |
| **Strategy 3 - A.6 - Early Intervention** | | | |
| 30134001-5121-18022 | - | 554,285 | 554,285 |
| 30134001-5131-18022 | - | 42,403 | 42,403 |
| 30134001-5134-18022 | - | 27,715 | 27,715 |
| 30134001-5136-18022 | - | 76,840 | 76,840 |
| 30134001-5138-18022 | - | 326 | 326 |
| 30134001-5171-18022 | - | 16,600 | 16,600 |
| 30134001-5173-18022 | - | 14,693 | 14,693 |
| 30134001-5182-18022 | - | 3,158 | 3,158 |
| 30134001-5183-18022 | - | 110,491 | 110,491 |
| 30134001-5187-18022 | - | 3,664 | 3,664 |
| 30134001-5699-18022 | - | 600,000 | 600,000 |
| **Strategy 4 - B-G.8 - Prevent Misuses of Opioids** | | | |
| 30134001-5630-18023 | - | 1,293,038 | 1,293,038 |
| **Strategy 5 - B-B.3 - Support People In Treatment and Recovery** | | | |
| 30134001-5699-18024 | - | 300,000 | 300,000 |
| **Strategy 6 - B-D.3 - Address the Needs of Criminal Justice Involved Person** | | | |
| 30134001-5121-18025 | - | 1,061,158 | 1,061,158 |
| 30134001-5131-18025 | - | 81,179 | 81,179 |
| 30134001-5134-18025 | - | 53,059 | 53,059 |
| 30134001-5136-18025 | - | 147,107 | 147,107 |
| 30134001-5138-18025 | - | 624 | 624 |
| 30134001-5171-18025 | - | 31,780 | 31,780 |
| 30134001-5173-18025 | - | 28,129 | 28,129 |
| 30134001-5182-18025 | - | 6,046 | 6,046 |
| 30134001-5183-18025 | - | 211,530 | 211,530 |
| 30134001-5187-18025 | - | 7,014 | 7,014 |
| 30134001-5260-18025 | - | 300,000 | 300,000 |
| **Strategy 7 - A.1 - Collaborative Strategic Planning** | | | |
| 30134001-5699-18026 | - | 300,000 | 300,000 |
| **Strategy 8 - A.7 - Naloxone Distribution** | | | |
| 30134001-5239-18027 | - | 140,000 | 140,000 |
| **Strategy 9 - A.3 - Recovery Support Services - Employment & Transportation Related Services** | | | |
| 30134001-5699-18028 | - | 200,000 | 200,000 |
| **Strategy 10 - B-G.1 - B-G.1 - Prevent Misuse of Opioids** | | | |
| 30134001-5699-18029 | - | 100,000 | 100,000 |

| | | | | | |
|---|---|---|---|---|---|
| 2,724,783 | 7,020,951 | 9,745,734 | 2,724,783 | 7,020,951 | 9,745,734 |

Prepared By JBH
Posted By
Date

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-325 **Agenda Date:** 6/16/2026

**TITLE:**

Tax Collector's Departmental Report for April 2026

**INFORMATION CONTACT:**

Kristen Foxworth, Tax Administration, Deputy Tax Administrator, 704-283-3591

**ACTION REQUESTED:**

None - Information Only.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

This report reflects the totals of all tax transactions within the Tax Collector's Office for the month of April 2026 as required by NCGS 105-350(7).

**FINANCIAL IMPACT:**

None.

UNION COUNTY
north carolina

# Memorandum

**To:** Board of County Commissioners
Brian Matthews, County Manager
Lynn West, Clerk to the Board

**From:** Vann Harrell
Tax Administrator

**Date:** May 12, 2026

**Re:** Departmental Monthly Report

The Tax Collector's monthly/year to date collections report for the month ending April 30, 2026 is attached for your information and review.

Should you desire additional information, I will provide that at your request.

Attachment

VH/JM

**Tax Administration | Revenue Division**
500 North Main Street, Suite 119
Monroe, NC 28112
**T** 704-283-3848

**APRIL 2026**
**PERCENTAGE FOR REGULAR TAX**

| APRIL 30, 2026 REGULAR TAX | 2026 | 2025 | 2024 | 2023 | 2022 |
|---|---|---|---|---|---|
| BEGINNING CHARGE | 536,355.42 | 274,844,406.12 | 237,285,195.77 | 226,218,530.63 | 217,100,216.02 |
| TAX CHARGE | | | | | |
| PUBLIC UTILITIES CHARGE | | | | | |
| DISCOVERIES | 76,944.18 | | | | |
| NON DISCOVERIES | 34,619.81 | 4,861.07 | 3,033.76 | 2,959.28 | 236.13 |
| RELEASES | (1,105.44) | (6,291.85) | (366.62) | (379.63) | (380.57) |
| **TOTAL CHARGE** | **646,813.97** | **274,842,975.34** | **237,287,862.91** | **226,221,110.28** | **217,100,071.58** |
| BEGINNING COLLECTIONS | 121,404.41 | 273,352,397.84 | 237,135,256.40 | 226,137,347.61 | 217,047,204.43 |
| COLLECTIONS | 21,277.10 | 750,710.51 | 11,305.98 | 6,320.60 | 4,039.72 |
| **TOTAL COLLECTIONS** | **142,681.51** | **274,103,108.35** | **237,146,562.38** | **226,143,668.21** | **217,051,244.15** |
| BALANCE OUTSTANDING | 504,132.46 | 739,866.99 | 141,300.53 | 77,442.07 | 48,827.43 |
| | | | | | |
| **PERCENTAGE OF REGULAR** | **22.06%** | **99.73%** | **99.94%** | **99.97%** | **99.98%** |
| | | | | | |
| | | | | | |
| **OVERALL CHARGED** | **646,813.97** | **274,842,975.34** | **237,287,862.91** | **226,221,110.28** | **217,100,071.58** |
| **OVERALL COLLECTED** | **142,681.51** | **274,103,108.35** | **237,146,562.38** | **226,143,668.21** | **217,051,244.15** |
| **OVERALL PERCENTAGE** | **22.06%** | **99.73%** | **99.94%** | **99.97%** | **99.98%** |

**APRIL 2026**
**PERCENTAGE FOR REGULAR TAX**

| APRIL 30, 2026 REGULAR TAX | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|
| BEGINNING CHARGE | 208,193,368.98 | 192,181,155.30 | 186,540,147.30 | 180,717,811.44 |
| TAX CHARGE | | | | |
| PUBLIC UTILITIES CHARGE | | | | |
| DISCOVERIES | | | | |
| NON DISCOVERIES | | | | |
| RELEASES | (359.21) | (232.13) | | |
| **TOTAL CHARGE** | **208,193,009.77** | **192,180,923.17** | **186,540,147.30** | **180,717,811.44** |
| BEGINNING COLLECTIONS | 208,144,231.60 | 192,113,137.87 | 186,444,741.58 | 180,661,614.46 |
| COLLECTIONS | 1,938.50 | 676.92 | 1,060.75 | 1,096.50 |
| **TOTAL COLLECTIONS** | **208,146,170.10** | **192,113,814.79** | **186,445,802.33** | **180,662,710.96** |
| BALANCE OUTSTANDING | 46,839.67 | 67,108.38 | 94,344.97 | 55,100.48 |
| | | | | |
| **PERCENTAGE OF REGULAR** | **99.98%** | **99.97%** | **99.95%** | **99.97%** |
| | | | | |
| | | | | |
| **OVERALL CHARGED** | **208,193,009.77** | **192,180,923.17** | **186,540,147.30** | **180,717,811.44** |
| **OVERALL COLLECTED** | **208,146,170.10** | **192,113,814.79** | **186,445,802.33** | **180,662,710.96** |
| **OVERALL PERCENTAGE** | **99.98%** | **99.97%** | **99.95%** | **99.97%** |

**APRIL 2026**
**PERCENTAGE FOR REGULAR TAX**

| APRIL 30, 2026 REGULAR TAX | 2017 | 2016 |
|---|---|---|
| BEGINNING CHARGE | 186,663,147.61 | 176,859,604.37 |
| TAX CHARGE | | |
| PUBLIC UTILITIES CHARGE | | |
| DISCOVERIES | | |
| NON DISCOVERIES | | |
| RELEASES | | |
| **TOTAL CHARGE** | **186,663,147.61** | **176,859,604.37** |
| BEGINNING COLLECTIONS | 186,617,140.04 | 176,822,068.93 |
| COLLECTIONS | 1,200.26 | 1,112.42 |
| **TOTAL COLLECTIONS** | **186,618,340.30** | **176,823,181.35** |
| BALANCE OUTSTANDING | 44,807.31 | 36,423.02 |
| | | |
| **PERCENTAGE OF REGULAR** | **99.98%** | **99.98%** |
| | | |
| | | |
| **OVERALL CHARGED** | **186,663,147.61** | **176,859,604.37** |
| **OVERALL COLLECTED** | **186,618,340.30** | **176,823,181.35** |
| **OVERALL PERCENTAGE** | **99.98%** | **99.98%** |

**File #:** 26-342 **Agenda Date:** 6/16/2026

**TITLE:**

Communications Monthly Report - May 2026

**INFORMATION CONTACT:**

Liz Cooper, Public Communications, Director, 704-283-3587

**ACTION REQUESTED:**

None - Information Only.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

This report provides valuable metrics and insights into communication platforms and our efforts to collaborate with all County departments to inform and engage residents, promote programs and services, and strengthen internal and external communications.

**FINANCIAL IMPACT:**

None.

UNIONCOUNTY
north carolina



# Communications Monthly Report

## May 2026





# Top Projects

## 1 New Commissioner Sworn In

Public Communications led a comprehensive communications campaign to support the swearing-in of the County's newest commissioner, Errol Wedra. Projects included coordinating new Board photography, a press release, updating the County website, a video, social media, and more. The campaign helped introduce Commissioner Wedra to employees, residents and stakeholders.



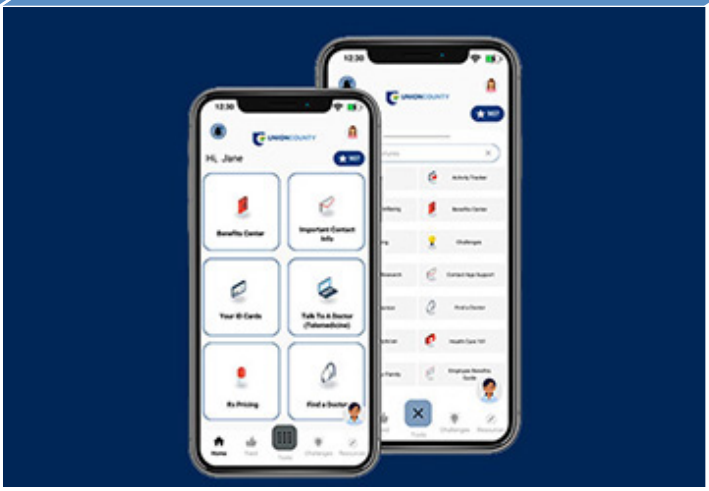



## 2 Stage 1 & 2 Water Conservation

Following more than six months of severe drought across the Southeast, the County activated Stage 2 of its Water Shortage Response Plan, implementing water restrictions and conservation rates. The outreach campaign included media relations, website updates, social media, video, signage, and direct communications. Tailored messages encouraged conservation among residential, agricultural, non-residential, and industrial customers.

## 3 Open Enrollment for Benefits

In partnership with Human Resources, we delivered a six-week employee communications campaign supporting FY27 Benefits Open Enrollment. Using County Connect, employee emails, printed materials, leadership communications, and targeted reminders, the campaign educated employees on enrollment requirements, the mandatory transition to Benefitfirst, new health plan options, the My UC Benefits mobile app, and "Ivy," an AI-powered benefits assistant.



**158** Projects Completed

**29** Departments Supported

# Website

## Top Search Terms

1. Passport
2. Burn Ban
3. Jobs
4. Water
5. Marriage License

## Top Webpages

1. GIS & Mapping
2. Stage 2 News Article
3. Taxes and Property

## Website Visits

unioncountync.gov

**429,454**

9.1% vs. previous month

## Sprout Automated Webchat

Let's Chat

**634** Total Sessions

# Social Media

**46,605** Total Followers

## Top Posts

| Stage | Union County Designation |
|---|---|
| 0 | Year-Round Water Conservation |
| 1 | Moderate Water Shortage |
| 2 | Severe Water Shortage |
| 3 | Extreme Water Shortage |
| 4 | Exceptional Water Shortage |

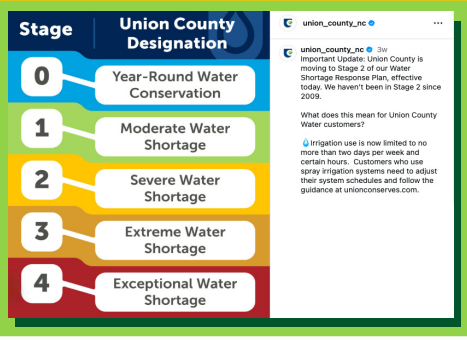
### Facebook

6.3% Engagement Rate
28,714 Reach



### LinkedIn

12.8% Engagement Rate
929 Impressions




### Instagram

2.9% Engagement Rate
1,797 Impressions

**Engagement rate** is calculated by dividing the total number of interactions on a post (likes, comments, shares, clicks) by the total number of impressions that post received, then multiplying by 100 to get a percentage. **Impressions** are the number of times a user sees a post. **Reach** refers to the total number of individuals who saw a specific post on social media.

# Public Records Requests

**76** Received ▶ **56** Completed

# Media Interactions

**21**

# Creative Highlights




Union Conserves Postcard




Senior Fire Safety Rack Card




Veteran Services Feather Flag

# Video Engagement



**YouTube**

20+ Years of Heart at the Campground

**103 Views**

**1.4 Hours Watch Time**

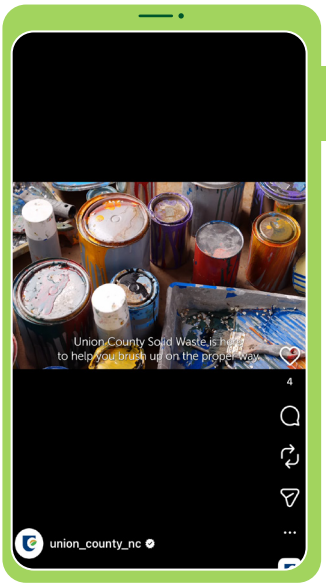


**Facebook**

Christina Neal Bobby Cobb Award

**2,755 Views**

**5,987 Impressions**




**Instagram**

Brush Up on Paint Disposal

**446 Views**

**359 Average Reach**

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-346 **Agenda Date:** 6/16/2026

**TITLE:**

Facilities Major Capital Projects Update - Quarterly Report

**INFORMATION CONTACT:**

Linda Whitaker, Assistant Director Design and Construction, Facilities & Fleet Management, 704-420-2626

**ACTION REQUESTED:**

None - Information Only.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

This is the quarterly major capital projects update for projects managed by the Facilities & Fleet Management Department.

**FINANCIAL IMPACT:**

None.

# Quarterly Facilities Capital Projects Update

## MAJOR CAPITAL (MC)

JUNE 16, 2026

UNIONCOUNTY
north carolina

| Project Name | Project Description | Capital Account |
|---|---|---|
| **Union County Food Innovation Center** | Design and construct a facility to support an incubator space for local food product development, production and packaging. The facility is planned to be between 15,000 to 30,000 gsf with key features including: dry storage, cold storage, commercial kitchens, food processing suites, wash stations, food packaging rooms, office space, food truck parking. | 40080187 |

Project Budget
**$17,380,604**

Current Phase
**Construction**

**Project Partners**

| | |
|---|---|
| Town of Wingate | Development and financial responsibility for entry roads and other infrastructure |
| Wingate University | Land lease, curriculum development and sharing, scholarship commitment |
| State of North Carolina | Providing $5,000,000 in funding |
| NC Cooperative Extension | Management of day to day operations |
| CPL | Architect |
| Edifice | CMAR |

PM: Bruno
5/7/2026

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **20.0%** | **6 Mnth Lag** | **3/1/2027** | **2%** | **5%** | **21,452 gsf** |

**Budget Revenue**

| | | | |
|---|---|---|---|
| Funding Source 1 | State Appropriation | $ | 5,000,000.00 |
| Funding Source 2 | UC/EDC Capital | $ | 7,447,087.00 |
| Funding Source 3 | Transfer from General Fund | $ | 476,243.00 |
| Funding Source 4 | GoldenLEAF Grant[1] | $ | 1,000,000.00 |
| Funding Source 5 | NCDA FP Grant[2] | $ | 500,000.00 |
| Funding Source 6 | State Grant Investment Earnings | $ | 19,196.00 |
| Funding Source 7 | Intergovernmental Revenue (Wingate) | $ | 1,810,959.00 |
| Funding Source 8 | Transfer from Facilities Capital | $ | 505,760.00 |
| Funding Source 9 | Bond Interest Income | $ | 621,359.00 |
| | Total Revenue | | $17,380,604 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Soft Costs | $965,921 |
| Construction | $15,895,148 |
| Project Total | $16,861,069 |
| Project Revenue | $17,380,604 |
| Project Budget Delta | $519,535 |

**Schedule Breakdown**

| Jan 2024 - Mar 2024 | Apr 2024 - Oct 2025 | Nov 2025 - Jan 2026 | Feb 2026 - Mar 2027 | Mar 2027 - Mar 2028 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Permitting, Construction | Closeout |

Unique Schedule Impacts:
- Land Lease with Wingate University - Lease executed
- Business Park road and infrastructure development by Town of Wingate - Plans developed by October, 2025
- Grant Award for kitchen equipment, cold storage, shelving/racks - Grant awarded
- NCDOT Permit - Permit Application Review in Progress
- City of Monroe - Natural Gas Infrastructure Construction - Proposal Under Review

Last Qtr: GMP Board Approval, Permitting

Next Qtr: Permitting, Construction Start

Notes: 1 County has applied for a future NCDA FP Grant of $ 500,000.00

2

| Project Name | Project Description | Capital Account |
|---|---|---|
| **UC Water Operation Center Expansion and Renovation** | Design and construct a facility to support UC Water growing needs. The project is proposed to be constructed on the premises of the current operations center in Monroe. The anticipated building size is approximately 30,000 gsf and will contain general offices for Administration, Engineering, Operations, Customer Service that includes customer drive-thru for various transactions and Warehouse space. In addition to this, a renovation of approximately 3,000 gsf of existing Ops Center. | 60186019 |

| Project Budget | Project Partners | | PM: Soto |
|---|---|---|---|
| **$15,500,140** | UC Water Department | Responsible for daily operations of new facility | 02.02.2026 |
| | Progressive Design | Architect | |
| Current Phase | Edifice | CMAR | |
| **Design/Construction Documents** | | | |

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **15.0%** | **8 Wks Lag** | **11/26/2027** | **5%** | **4%** | **20,142 gsf** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC WATER Capital | $15,500,140 |
| Funding Source 2 | | |
| Funding Source 3 | | |
| | Total Revenue | $15,500,140 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $865,260 |
| Construction | $12,871,350 |
| Furniture/Fixed Equipment | $946,760 |
| Construction Contingency | $297,307 |
| D/C Subtotal | $14,980,677 |
| Owner Reserves | $300,410 |
| Project Contingency | $217,307 |
| Project Total | $15,498,394 |

**Schedule Breakdown**

| Aug 2024 - Feb 2025 | Feb 2025 - June 2026 | June 2026 - Sept 2026 | Oct 2026 - Nov 2027 | Nov 2027 - Nov 2028 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts: Site and long lead time packages to bid early. Layout configuration review by UC Leadership.

Last Qtr: Construction Documents phase completed, CD phase estimate and value management reviewed and approved. Begin Permitting.

Next Qtr: Site Plan Reviewed and Approved. Submit Construction Documents to Permitting. 100% Permit Approvals. Build the Bid Package.

| Project Name | Project Description | Capital Account |
|---|---|---|
| **UC Cane Creek Campground Store** | Design and Construction of a new building of approximately 1,300 SF that will serve as a general store for the Cane Creek Park Campground area. | 40080100 |

Project Budget
**$950,000**

Current Phase
**Closeout/Warranty**

**Project Partners**

| | |
|---|---|
| UC Parks and Recreation | Responsible for daily operation of new facility |
| Creech & Associates | Architect |
| Rushing Contracting | General Contractor |

PM: Soto
02.02.2026

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **100.0%** | **0 Wks Lag** | **11/15/2025** | **7%** | **93%** | **3,588 gsf** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC Capital MC | $600,000 |
| Funding Source 2 | Interest Income | $100,000 |
| Funding Source 3 | Event Ctr Support Fac | $250,000 |
| | Total Revenue | $950,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $60,700 |
| Construction | $782,216 |
| Furniture/Fixed Equipment | $17,451 |
| Construction Contingency | $78,221 |
| D/C Subtotal | $938,588 |
| Owner Reserves | |
| Project Contingency | $0 |
| Project Total | $938,588 |

**Schedule Breakdown**

| Aug 2022 - Nov 2022 | Nov 2022 - Apr 2024 | Apr 2024 - Jan 2025 | Feb 2025 - Nov 2025 | Nov 2025 - Nov 2026 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts: None

Last Qtr: Construction completed. Store opened on April 2nd.

Next Qtr:

| Project Name | Project Description | Capital Account |
|---|---|---|
| **UC Solid Waste Operation Center** | Design and construct a facility to replace the existing office administrative building. The facility is planned to be a single story building between 5,000 to 6,000 gsf with key features including: nine offices, two showers, two bathrooms, one kitchenette area, one conference room, one MEP room, one storage room, one lobby for dirty entry and one lobby for clean entry. | 61287000 |

| Project Budget | Project Partners | | PM: Soto |
|---|---|---|---|
| **$3,577,000** | UC Solid Waste | Responsible for daily operations of new facility | 02.02.2026 |
| | McMillan Pazdan Smith | Architect | |
| Current Phase | TBD | General Contractor | |
| **Design/Construction Documents** | | | |

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **20.0%** | **4 Wks Lag** | **7/30/2027** | **1%** | **99%** | **6,000 gsf** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC Solid Waste MC | $3,350,000 |
| Funding Source 2 | | |
| Funding Source 3 | | |
| | Total Revenue | $3,350,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $174,300 |
| Construction | $2,500,000 |
| Furniture/Fixed Equipment | $204,000 |
| Construction Contingency | $192,000 |
| D/C Subtotal | $3,070,300 |
| Owner Reserves | |
| Project Contingency | $192,000 |
| Project Total | $3,262,300 |

**Schedule Breakdown**

| Feb 2025 - Jun 2025 | Jun 2025 - June 2026 | July 2026 - Oct 2026 | Nov 2026 - July 2027 | July 2027 - July 2028 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts: Permitting process. New building location - coordination with utilities. Size and location of the current septic system.

Last Qtr: Construction Documents phase completed, begin Permitting process.

Next Qtr: Permitting completed, begin bidding process.

| Project Name | Project Description | Capital Account |
|---|---|---|
| **Historic Courthouse - Phase 2** | Design and construct envelope repairs to windows, doors foundations drainage, water infiltration into lower level, low slope roof replacement and structural reinforcement under HVAC units, portico roof repair/replacement, wraught iron repair. | 40080125 |

Project Budget
**$1,725,000**

Current Phase
**Design/Construction Documents**

**Project Partners**

| | |
|---|---|
| UC Urban Forestry | Historic tree protection advice |
| UC Historical Society | Advisory only |
| Walter Robbs | Architect |
| TBD | General Contractor |

PM: Bruno
02.02.2026

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **10.0%** | **12 Wks Lag** | **6/1/2027** | **7%** | **5%** | **0** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC Capital MC | $1,725,000 |
| Funding Source 2 | | |
| Funding Source 3 | | |
| | Total Revenue | $1,725,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $199,270 |
| Construction | $1,120,000 |
| Furniture/Fixed Equipment | $0 |
| Construction Contingency | $116,000 |
| D/C Subtotal | $1,435,270 |
| Owner Reserves | $209,730 |
| Project Contingency | $80,000 |
| Project Total | $1,725,000 |

**Schedule Breakdown**

| Feb 2025 - May 2025 | Apr 2025 - May 2026 | May 2026 - Aug 2026 | Aug 2026 - Jun 2027 | Jun 2027 - Jun 2028 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts:
Coordinating construction with the congressmen's office.
Coordinating HVAC & waterproofing to maintain occupancy
Coordinating construction work and historic tree preservation

Last Qtr: Schematic/Design Development phase completed, Construction Documents started

Next Qtr: Construction Document Complete, bidding

| Project Name | Project Description | Capital Account |
|---|---|---|
| **South Piedmont Regional Autopsy Center** | The project consists of constructing a new single-story, approximately 10,000-15,000 sf building in Wingate, NC to provide morgue and forensic pathology services to the residence of Union County as well as several surrounding Counties. The office will also be responsible for death investigations under certain circumstances and work with local, state and federal law enforcement agencies when necessary. The new facility will include autopsy stations, observation rooms, examination rooms, lab space biological processing equipment refrigeration space three to four offices, a small conference area, comprehensive ventilation and air conditioning and enhanced security. | 40080222<br>10114420 |

Project Budget
**$20,537,481**

Current Phase
**Design/Construction Documents**

| Project Partners | |
|---|---|
| State of NC | Supplied $20M in grant funding |
| UC Medical Examiner | Responsible for operations |
| CPL | Architect |
| Wharton-Smith | CMAR |
| Timmons | Civil |

PM: Bruno
5/7/2026

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **15.0%** | **2 Wks Lag** | **11/1/2027** | **5%** | **5%** | **15,100 sf** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | State of NC Grant | $20,000,000 |
| Funding Source 2 | ME Operation Funds | $537,481 |
| Funding Source 3 | | $500,000 |
| | Total Revenue | $21,037,481 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $1,834,283 |
| Construction | $17,179,255 |
| Furniture/Fixed Equipment | $1,075,000 |
| Construction Contingency | $515,378 |
| D/C Subtotal | $20,603,916 |
| Owner Reserves | $376,513 |
| Project Contingency | $0 |
| Project Total | $20,980,429 |

**Schedule Breakdown**

| Jun 2025 - Aug 2025 | Aug 2025 - May 2026 | May 2026 - Jul 2026 | Aug 2026 - Nov 2027 | Nov 2027 - Nov 2028 |
|---|---|---|---|---|
| Advance Planning | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts: DOT coordination with Hwy 74 driveway/entrance
Early bid packages will bid in January 2026 with full construction package bidding in July 2026

Last Qtr: Construction Design Development 95%, NCDEQ & NCDOT Permitting, Early Electrical Equipment Package approved by BOCC

Next Qtr: GMP Bidding, Permitting, Existing Structure Demo, Procurement of Lodox X-Ray Equipment, Early Electrical Equipment Procurement.

| Project Name | Project Description | Capital Account |
|---|---|---|
| **UC Government Center First Floor Finishes and Lobby Renovation** | Project scope consists of renovating the Government Center's main entrance and lobby to offer a well organized entrance and exit scheme to better serve employees and the public, and includes security enhancements within a new security desk, visitor management system and the addition of security tunstiles. Adjacent spaces, the main corridor, commissioners conference room, kitchenette and board room will receive new wall and flooring finishes. | 40080131, 40080069 and 40080190 |

Project Budget
**$574,167**

Current Phase
**Closeout/Warranty**

**Project Partners**

| | |
|---|---|
| Gensler | A&E |
| Heartland Contracting | General Contractor |
| Assa Abloy | Equimpent Provider |
| UC Public Communications | |

PM: Simpson
05.07.2026

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **95.0%** | **0 Wks Lag** | **01.30.2026** | **13%** | **87%** | **0** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC OC | $101,497 |
| Funding Source 2 | UC FRR | $183,118 |
| Funding Source 3 | UC Capital MC | $289,552 |
| | Total Revenue | $574,167 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $38,261 |
| Construction | $389,640 |
| Furniture/Fixed Equipment | $0 |
| Construction Contingency | $34,990 |
| D/C Subtotal | $462,891 |
| Owner Reserves | |
| Project Contingency | $0 |
| Project Total | $462,891 |

**Schedule Breakdown**

| | May 2024 - Jan 2025 | Jan 2025 - May 2025 | July 2025 - Jan 2026 | Jan 2026 - Jan 2027 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts: Temporarily relocating existing security desk and routing staff and visitor entrance to the ground floor during construction
Offer visitors and Commissioners secure 1st floor access for Board meetings during construction

Last Qtr: All punch list items complete except for 1. Working on design and cost for lobby restroom remodel, architect is revising the drawings for perr

Next Qtr: Receive revised drawings and permits, start receiving quotes for finishes, issuing PO's, start installing finishes.

Notes: 1 demo complete in lobby restrooms
2

| Project Name | Project Description | Capital Account |
|---|---|---|
| **Progress Generator** | Add an emergency generator to power the building in the event of normal power loss | 40080209 |

Project Budget
**$525,000**

Current Phase
**Construction**

**Project Partners**

| | | |
|---|---|---|
| Progressive AE | Electrical Engineer/Designer | PM: Simpson |
| Hinson Electric | Electrical Contractor | 05/06/2026 |

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **40.0%** | **Lead 4 weeks** | **8/8/2026** | **92%** | **5%** | |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC Capital Funds | $525,000 |
| Funding Source 2 | | |
| Funding Source 3 | | |
| | Total Revenue | $525,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $29,000 |
| Construction | $438,000 |
| Furniture/Fixed Equipment | |
| Construction Contingency | $43,800 |
| D/C Subtotal | $510,800 |
| Owner Reserves | |
| Project Contingency | |
| Project Total | $510,800 |

**Schedule Breakdown**

| 4/24/2025 - 6/12/2025 | 6/19/2025 - 8/29/2025 | 9/1/25 - 1/21/2026 | 1/27/2026 - 8/8/2026 | 8/9/2026 - 8/9/2027 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts:

| | |
|---|---|
| Last Qtr | Generator arrived to the contractor on 03/26/2026, Hinson Electric has started installing the MDP, ATS and running conduit |
| Next Qtr | Continue construction, test generator, ATS, and MTS |

Notes: 1
2

| Project Name | Project Description | Capital Account |
|---|---|---|
| **Union County Sheriff's Office Fuel Station** | The project scope of work includes providing a 12,000-gallon fuel tank, dispensing system, and associated equipment. A three-sided enclosure will be constructed to conceal the fuel tank. The fuel management system will integrate with Union County's existing fuel management system. Other accessory work includes replacing a section of asphalt with concrete, installing speed bumps to assist spill containment and traffic calming, and installing a security camera for area surveillance. | 40080210 |

| Project Budget | Project Partners | PM: Mangum |
|---|---|---|
| **$675,000** | Union County Sheriff's Department | 10.02.2025 |

Current Phase

**Design/Construction Documents**

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **20.0%** | **0 Wks Lag** | **1/1/2026** | **1%** | **1%** | **12,000 gal** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC MC | $675,000 |
| Funding Source 2 | | |
| Funding Source 3 | | |
| | Total Revenue | $675,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $12,000 |
| Construction | $391,067 |
| Furniture/Fixed Equipment | $0 |
| Construction Contingency | $33,868 |
| D/C Subtotal | $436,935 |
| Owner Reserves | |
| Project Contingency | $0 |
| Project Total | $436,935 |

**Schedule Breakdown**

| 1/1/2024 -3/1/2024 | 3/1/2024 - 8/31/2024 | 10/1/2024- 12/1/2024 | 10/1/2024- 12/1/2024 | 1/1/2026 - 3/1/2026 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

| | |
|---|---|
| Unique Schedule Impacts: | Contract Cancel due to bid contention an abnormality |
| Currently | Manuals are in contract review and BOCC agenda meeting for May 18 |
| Last Qtr | Reducing scope with engineer /firm, Working on bidding process (Contract Book, Bid requirments) |
| Next Qtr | Receiving signed porject manuals and schedule project |

Notes: 1

2

| Project Name | Project Description | Capital Account |
|---|---|---|
| **UC Fairview Fire Training Facility** | Design and construct a facility to support variable training exercises practiced by the fire department, some of these training exercises are designed specifically for repeated Class “A” Fueled Live Fire Training, include an SCBA Reconfigurable Maze System allowing the interior floor space to be reconfigured to support various interior fire attack scenarios. The work shall be completed in two phases, includes coordinating with Union County Facilities Department for access, delivery, and installation. | 40080176 |

| Project Budget | Project Partners | PM: Soto |
|---|---|---|
| **$2,000,000** | City of Fairview<br>Fairview Fire Station<br>Progressive AE Architect | 10.02.2025 |

Current Phase
**Design/Construction Documents**

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Building Size |
|---|---|---|---|---|---|
| **20.0%** | **6 Wks Lag** | **8/20/2027** | **2%** | **9%** | **1,120 gsf** |

**Budget Revenue**

| | | |
|---|---|---|
| Funding Source 1 | UC MC | $1,400,000 |
| Funding Source 2 | UC Facilites Capital | $600,000 |
| Funding Source 3 | | |
| | Total Revenue | $2,000,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $123,830 |
| Construction | $1,900,000 |
| Furniture/Fixed Equipment | $0 |
| Construction Contingency | $0 |
| D/C Subtotal | $2,023,830 |
| Owner Reserves | |
| Project Contingency | $0 |
| Project Total | $2,023,830 |

**Schedule Breakdown**

| 6/13/2024 - 1/29/2025 | 2/10/2025 - 1/30/2026 | 4/14/2026 - 8/14/2026 | 9/01/2026 - 8/20/2027 | 8/20/2027 - 8/20/2028 |
|---|---|---|---|---|
| PreDesign | Design | Contracts/Bidding | Construction | Closeout |

Unique Schedule Impacts: Evaluation of specification compliance on bid submissions.

Last Qtr: Permit approved. Bidding process completed and rejected.

Next Qtr: Rebid project, Award construction contract.

Notes: 1 Consensus is needed from UC and the City of Fairview regarding access to the back of the property.
2 City of Fairview will pay utility bills.

| Project Name | Project Description | Capital Account |
|---|---|---|
| Progress Administrative Building Reroof | Project includes reroofing Progress Administrative Building. The existing roof area is approximately 15,000 square feet of stone ballast EPDM roof system and will be replaced with a 2-ply modified bituminus roof system. | 40080069 |

Project Budget
**$225,000**

Current Phase
**Construction**

**Project Partners**

| | |
|---|---|
| Gensler | Architect |
| REI Engineers | Roof Design Consultant |
| Dry Tech | Roofing Contractor |

PM: Simpson
05/06/2026

| Progress to Completion | Schedule Lead/Lag | Est. Completion Date | Funds Encumbered | Expenses to Date | Roof Size |
|---|---|---|---|---|---|
| **30.0%** | **lead** | **07.01.2026** | **8%** | **8%** | **15,000 sf** |

**Progress to Completion**

| | | |
|---|---|---|
| Funding Source 1 | UC Capital Funds | $225,000 |
| Funding Source 2 | | |
| Funding Source 3 | | |
| | Total Revenue | $225,000 |
| Future Funding Source 1 | | |
| Future Funding Source 2 | | |
| Future Funding Source 3 | | |
| | Total Future Funding | $0 |

**Budget Breakdown**

| | Current Phase |
|---|---|
| Design | $34,317 |
| Construction | $99,502 |
| Furniture/Fixed Equipment | |
| Construction Contingency | $9,903 |
| D/C Subtotal | $143,722 |
| Owner Reserves | |
| Project Contingency | |
| Project Total | $143,722 |

**Schedule Breakdown**

| PreDesign | Design | Contracts/Bidding | Construction | Closeout |
|---|---|---|---|---|
| 04.30.2025-06.15.2025 | 06.15.2025-08.15.2025 | 08.15.2025-4.10.2026 | 05.22.2026 - 07.01.2026 | 07.02.2026 - 07.02.2027 |

Unique Schedule Impacts:

| | |
|---|---|
| Last Qtr | REI requested revisions to the submittals from Dry Tech, submittals are still under review, expecting to start construction on 5/22/26 |
| Next Qtr | Start construction |

Notes: 1
2

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-350 **Agenda Date:** 6/16/2026

**TITLE:**

Drought Status - Update

**INFORMATION CONTACT:**

Aubrey Lofton, UC Water - Planning & Resource Management, Director, 704-296-4241

**ACTION REQUESTED:**

None.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Union County Water is closely following the current drought. Union County Water declared Stage 2 Drought Restrictions on May 15 to comply with the Catawba-Wateree Drought Management Advisory Group's status change based on the Low Inflow Protocol triggers. Attached are the updated Low Inflow Protocol triggers as of June 1, 2026 and the US Drought Monitor as of June 4, 2026.

**FINANCIAL IMPACT:**

None.

**Catawba-Wateree LIP Trigger Status Summary for 06/1/2026 and Changes Compared to 05/15/26**

| | Reservoir Storage as % of Target | % of 6-Month Long-Term Avg Streamflow | 3-Month Avg of US Drought Monitor |
|---|---|---|---|
| Normal | >=100% | >85% | <0 |
| LIP Stage 0 | >90% | <=85% | >=0 |
| LIP Stage 1 | 85.9% >75% | <=78% | >=1 |
| LIP Stage 2 | >57% | <=65% | 2.33 >=2 |
| LIP Stage 3 | >42% | <=55% 40.9% | >=3 |
| LIP Stage 4 | <=42% | <=40% | 4 |

Previous trigger levels at last update (May 18, 2026)

- Reservoir Storage as % of Target – 71.8%
- 6-Month Average Streamflow – 39.9%
- 3-Month Average US Drought Monitor – 2.52

# North Carolina Drought Update

*Created By:* North Carolina Drought Management Advisory Council — www.ncdrought.org

NORTH CAROLINA CLIMATE OFFICE — climate.ncsu.edu — @NCSCO

NC STATE

For the assessment period ending **June 2, 2026**

*From the US Drought Monitor, with input from the **NC DMAC***

## The Main Takeaway

Moisture from our Memorial Day weekend rainfall, plus last week's lingering showers, have brought additional improvements especially in western North Carolina.

## This Week's Summary

Several rounds of rain in the past two weeks have given the reinforcements we hoped for, with sustained gains in soil moisture and streamflow levels. That has erased some of the Extreme Drought (D3) and even seen a few areas shift back to Moderate Drought (D1) as we enter the summer. But totals have been lower in some spots, including the Triangle, and impacts continue there.

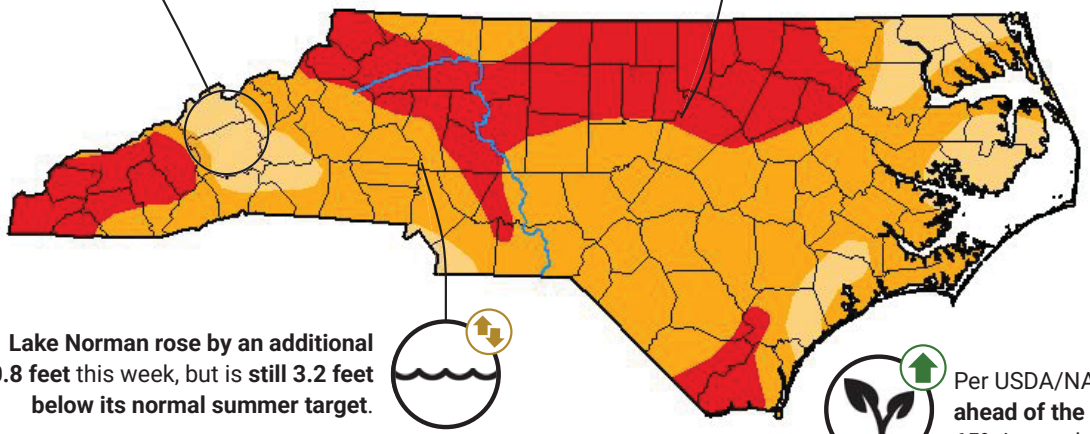
## A Drought Deficit Update

Thanks to the May rainfall, Asheville and Elizabeth City are now less than 10 inches below normal since mid-August, while Raleigh's deficit is now almost 19 inches.

For your local drought status, visit **www.ncdrought.org**

**Streamflows across the lower French Broad River basin are near normal again** after a soaking end to May.

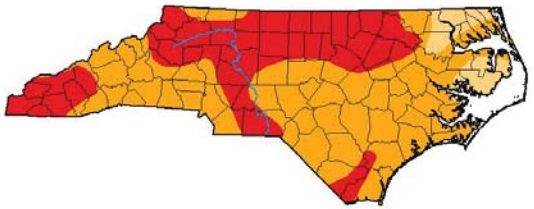
After another dry week in the northern Piedmont, **Raleigh has fallen below 50% of its normal precipitation** so far this year.



**Lake Norman rose by an additional 0.8 feet** this week, but is **still 3.2 feet below its normal summer target**.

Per USDA/NASS, **soybean planting is ahead of the five-year average**, with 65% in good or excellent condition.

## Last Week's Drought Status



## Statewide Coverage by Category

| Category | Current Coverage | Change Since Last Week |
|---|---|---|
| **D0**: Abnormally Dry | 0.00% | 0.00% |
| **D1**: Moderate Drought | 12.52% | +6.34% |
| **D2**: Severe Drought | 56.08% | -1.09% |
| **D3**: Extreme Drought | 31.40% | -5.24% |
| **D4**: Exceptional Drought | 0.00% | 0.00% |

**File #:** 26-351 **Agenda Date:** 6/16/2026

**TITLE:**

Adoption of the FY 2027 Budget

**INFORMATION CONTACT:**

Brian Matthews, County Manager's Office, County Manager, 704-292-2597

**ACTION REQUESTED:**

To adopt the FY 2027 Operating and Capital Budget Ordinance and the associated tax rates and fees.

**PRIOR BOARD ACTIONS:**

June 1, 2026, Regular Meeting, Agenda Item #26-317 - Held Public Hearing

**BACKGROUND:**

The Board of County Commissioners is requested to adopt the FY 2026-2027 Annual Budget Ordinance for Union County, establishing appropriations and revenues for the fiscal year beginning July 1, 2026, in accordance with N.C. General Statute 159-13.

**FINANCIAL IMPACT:**

Approval of the financial plan for the next fiscal year.

Union County Government
Center
500 North Main Street
Monroe, North Carolina
www.unioncountync.gov

**File #:** 26-341 **Agenda Date:** 6/16/2026

**TITLE:**

Appointments to Boards and Committees

**INFORMATION CONTACT:**

Lynn G. West, Clerk to the Board, 704-283-3853

**ACTION REQUESTED:**

Appoint members

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

Vacancies exist on the following committees:

1. Agriculture Advisory Committee - The terms of Hunter Latham, Alex Simpson, and Travis Starnes are expiring this month. All three have applied for reappointment.

2. Region F Aging Advisory Committee - The terms of Patricia Kindley as the delegate and Aleta Galusha as an Alternate are expiring this month.

   Patricia Kindley has applied for reappointment. She is eligible to serve another two-year term as an delegate.

   Aleta Galusha has applied to serve as an alternate and is eligible to serve.

**FINANCIAL IMPACT:**

None