Union County, NC

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

Meeting Agenda

Monday, July 14, 2025
6:00 PM

Board Room, First Floor

Board of Commissioners

Chair Melissa Merrell
Vice Chair Brian Helms
Commissioner Clancy Baucom
Commissioner Christina Helms
Commissioner Gary Sides

Closed Session - 5:15 PM

25-474 **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)(3), to consult with an attorney in order to preserve the attorney-client privilege; and
2) pursuant to G.S. 143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.
FINANCIAL IMPACT:
None.

Opening of Meeting - 6:00 PM

Invocation - Vice Chairman Brian Helms

Pledge of Allegiance

Informal Comments

Public Hearing(s)

25-409 **Conduct Public Hearing for Rezoning Petition 2025-RZ-006 Needham**

INFORMATION CONTACT:
Bjorn E. Hansen, Senior Planner - Long Range Planning, 704-283-3690
ACTION REQUESTED:
Conduct public hearing for proposed rezoning.

If the Board wishes to take action at the meeting tonight consider the following:

TO APPROVE THE PROPOSED AMENDMENT
Motion

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

TO DENY THE PROPOSED AMENDMENT
Motion

Deny rezoning petition 2025-RZ-006 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:
None

BACKGROUND:
This case is requesting to rezone an approximately one acre portion of a 42.202 acre parcel appearing on the tax map as tax parcel 01-066-020 from a combination of RA-40 and Light Industrial (LI) to all RA-40; located at 8909 Highway 218 East. Because this is a straight rezoning, there are no associated conditions. This request was made to eliminate split zoning on the parcel and allow the existing house to be subdivided as a future action.

The Land Use Board unanimously recommended approval at its June 17, 2025, meeting.

FINANCIAL IMPACT:
None

25-410 **Conduct Public Hearing for Rezoning Petition 2024-CZ-010 4 Rivers**

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

ACTION REQUESTED:
Conduct public hearing for proposed rezoning.

If the Board wishes to take action at the meeting tonight consider the following:

TO APPROVE THE PROPOSED AMENDMENT
Motion

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

TO DENY THE PROPOSED AMENDMENT
Motion

Deny rezoning petition CZ-2024-010 and adopt the consistency and

reasonableness statement for denial.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This case is a request to rezone rezoning two parcels totaling 4.55 acres appearing on the tax map as tax parcels D8321005D and K8321005D at 14421 Lawyers Road from R-20 to B-4 with Conditions. The rezoning will include the following conditions:

1) Limited to site plan dated April 16, 2025
2) Uses limited to Type 1 storage of up to 80,375 square feet of gross space
3) Parcels will be combined
4) Approximate 0.5 acre portion of parcel D8321005D on the west side of Allen Black Road will not be part of the rezoning
5) Five-year vesting of development rights
6) 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 June 17, 2025, meeting.

FINANCIAL IMPACT:

None.

25-411 Conduct Public Hearing for Rezoning Petition 2025-CZ-003 TKC Land

INFORMATION CONTACT:

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

ACTION REQUESTED:

Conduct public hearing for proposed rezoning.

If the Board wishes to take action at the meeting tonight consider the following:

TO APPROVE THE PROPOSED AMENDMENT
Motion

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

TO DENY THE PROPOSED AMENDMENT
Motion

Deny rezoning petition 2025-CZ-003 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:

None

BACKGROUND:

This case is requesting to rezone one parcel totaling 4.204 acres appearing on the tax map as tax parcel 04-015-003 at 5501 Pageland Highway from RA-40 to B-4 with Conditions. The rezoning will include the following conditions:

1) Limited to site plan dated April 25, 2025
2) Uses limited to retail sales of up to 12,668 square feet of gross floor area
3) Owner will construct improvements to US 601 as required by NCDOT
4) Five-year vesting of development rights
5) Development will meet all requirements of the Union County Unified Development Ordinance as of the date of approval

The Land Use Board unanimously recommended approval at its June 17, 2025, meeting.

FINANCIAL IMPACT:

None

25-424 **Public Hearing - Step 4 Economic Development Incentive Grant Request to Confidential Company (Project Seven)**

INFORMATION CONTACT:

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

ACTION REQUESTED:

Conduct Public Hearing.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Economic Development Department requests the consideration of a Step 4 Economic Development Incentive Grant in an amount not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028.

Conversations with Confidential Company began in early 2025 regarding the possible location in Union County of a $200 Million advanced manufacturing facility. Capital investment includes the construction of new buildings and the purchase and installation of sophisticated manufacturing equipment.

The name of the confidential company will be announced upon the award of potential economic development grants from the State of North Carolina.

Based on the anticipated capital investment, it is proposed that the Board award a Step 4 Economic Development Incentive Grant in an amount-not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028. The value of the incentive grant will be based upon appraised value each year as appraised by the Union County Tax Administration

Office. This grant is based on the company's projected investment of $200,000,000 in new construction and the installation of related processing equipment over the grant period, but not less than $2,000,000. Based on its projected investment in Union County, the current tax rate, and assuming a consistent assessed value with no depreciation, the company will pay estimated ad valorem taxes on the new taxable investment in the amount of $6,078,800 over the grant period. Actual tax revenue for the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

The grant is also contingent upon the company creating 25 new full-time jobs.

FINANCIAL IMPACT:

The project, if brought to Union County, would have an economic development incentive grant in an amount-not-to-exceed $4,860,000 but would generate approximately $6,078,800 over the 7-year grant period. Actual tax revenue to the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

Staff Recognition

25-449 **Public Communications Department Earns State, National, and International Awards**

INFORMATION CONTACT:

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

ACTION REQUESTED:

Recognize the Public Communications team for earning seven prestigious awards at the state, national, and international levels.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Within a span of 2.5 months this spring, Union County's Public Communications Department was recognized with seven prestigious awards at the state, national, and international levels, highlighting the County's commitment to effectively communicating with residents in creative and strategic ways.

Awards Include:

International Recognition - The Communicator Awards

In May, Union County earned two Communicator Awards from the Academy of Interactive & Visual Arts, one of the largest international competitions celebrating creative excellence:

- Award of Excellence in General Government for the Charters of

Freedom Displays Unveiled video <https://www.youtube.com/watch?v=HObifaFcfr4>

- Award of Distinction for Government Campaign for the Lead Prevention <https://www.unioncountync.gov/government/departments-a-e/environmental-health/healthy-homes/lead-safe-union-county> campaign (*in partnership with Environmental Health*)

National Recognition - National Association of Counties (NACo) Achievement Awards

In June, NACo honored Union County with two awards for innovative and effective county programs:

- Health Category: *Lead Safe Campaign <https://www.unioncountync.gov/government/departments-a-e/environmental-health/healthy-homes/lead-safe-union-county>* (*in partnership with Environmental Health*)
- Civic Education and Public Information Category: *Meet Us Monday* social media campaign.

State Recognition - NC City & County Communicators (NC3C) Excellence in Communication Awards

Union County was among 27 jurisdictions recognized at the NC3C annual conference in April, earning three awards:

- Graphic Design: UC At a Glance infographic <https://www.unioncountync.gov/home/showdocument?id=9290>
- Website: Union County Water website <https://www.unioncountywater.org/home> (*in partnership with Water*)
- Brochure: *Transportation Riders Guide <https://www.unioncountync.gov/home/showpublisheddocument/9038/638811665664770000>* (*in partnership with Transportation*)

FINANCIAL IMPACT:

None.

Consent Agenda

25-458 **Contract Renewal - Records Management Software**

INFORMATION CONTACT:

Crystal Gilliard, Register of Deeds, 704-283-3794

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:

June 1, 2020, Regular Meeting, Agenda Item #4 - Approved Contract

BACKGROUND:

Logan Systems, Inc. provides land and vital records data management services to the Union County Register of Deeds. The professional

services that Logan Systems, Inc. provides include all necessary hardware, software, training, and support and provides security back-up for all our land record data. Logan Systems, Inc. writes its own application software with input from users and allows for system customization at no additional charge.

The Register of Deeds Office has utilized the contractual services of Logan Systems, Inc. for Records Management Software since 1993. The contractor has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional five years. The Department will collaborate with Procurement to explore solicitation options near the end of the term.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $237,600. Since this contract contains a five-year term, a total of $1,188,000 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

25-388 **Charlotte Water Request to Provide Water and Sewer Service to the Quintbridge Development**

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

Approve the request from Charlotte Water to provide water and sewer service to the Quintbridge Development (4 single family lots - tax parcels 07147138A, 07147138H, 07147138J, 07147138K) located on Simfield Church Road at the Union/Mecklenburg County border.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Charlotte Water has received a request for 4 water and sewer services inside Union County for 4 lots inside the Quintbridge development site located adjacent to Mecklenburg County. Parcels naturally drain into sanitary sewer service basin in Mecklenburg County currently served by Charlotte Water.

Charlotte Water has indicated to UCW that they are prepared to serve the properties with water and sewer, if approval is granted from Union County. Our water and sewer service agreement with Charlotte Water prohibits Charlotte Water from providing service outside the County limits without the expressed, written approval of the Board of County Commissioners.

Union County water and sewer are not accessible to the properties.

Union County Water has no objection to Charlotte Water providing water and sewer service to the properties.

FINANCIAL IMPACT:

None.

25-436 **Contract - Forest Park Pump Station Expansion - Force Main and Pump Station Evaluation**

INFORMATION CONTACT:
John Shutak, Union County Water, Engineering Director, 704-283-3651
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:
The Union County Water Capital Improvement Program (CIP) includes an allocation for the design and construction of upgrades to the Forest Park Pump Station and Force Main as identified in the 2025 Master Plan. This alternatives analysis will confirm sizing requirements for the pump station and force main to increase the system peak capacity to 2.4 million gallons per day as recommended in the 2025 Master Plan, outline the schedule for completing the project, identify permitting requirements, and update the opinion of cost for the project.

CDM Smith has been selected to provide engineering services for Task Order 8686-05 Forest Park Pump Station Expansion - Force Main and Pump Station Evaluation. CDM Smith was chosen from a list of vendors previously selected from RFQ 2024-021 - Engineering Services for Water and Wastewater System Improvements to provide these services for Union County Projects.
FINANCIAL IMPACT:
The total cost of the Task Order 8686-05 with CDM Smith is $99,995.00. Sufficient funds are available in Capital Account Program 60185082 - Forest Park Pump Station, Force Main & Interceptor Improvements.

25-438 **Contract - Pump and Motor Repair Services**

INFORMATION CONTACT:
Christopher Clark, Water and Wastewater Operations, Director, 704-296-4215
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:

Union County Water is in need of a licensed and qualified Service Provider to meet its needs for repairs to water and wastewater pumps and motors on an as needed basis.

The Procurement Department partnered with Water and Wastewater Operations to issue a Request for Proposal RFP 2025-039 Pump and Motor Repair Services . On April 2, 2025, three proposals were received and reviewed by an evaluation team in accordance with applicable evaluation criteria for this project. As a result, the team requests approval to enter into a contract with the top scoring/ranked preferred offeror, Randall Supply, Inc., to provide Pump and Motor Repair services.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $100,000. Since this contract contains a 3-year initial term with two one-year renewal options, a total of $500,000 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

25-442 **Bid Award & Contract - FY2022 Pump Station Rehabilitation**

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

1) Award contract to Step Construction, Inc. in the amount of $3,201,000.00; 2) authorize the County Manager to a) negotiate and execute agreements with Step Construction, Inc. and WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina substantially consistent with this agenda item, b) exercise any renewal or extension term options set forth in the agreements, and c) terminate the agreements if deemed in the best interest of the County, each in the County Manager's discretion; and 3) adopt Resolution Providing Notice of Construction of the FY2022 Pump Station Rehabilitation.

PRIOR BOARD ACTIONS:

1) March 7, 2022, Regular Meeting, Agenda Item #22-094 - Approved WK Dickson & Co., Inc. Task Order 2021-05 for engineering design services.

2) August 12, 2024, Regular Meeting, Agenda Item #24-533 - Approved WK Dickson & Co., Inc. Task Order 2021-05 Amendment 2 for additional engineering design services.

BACKGROUND:

The Wastewater Pump Station Improvements Program, as adopted by the Board of County Commissioners, includes an annual allocation for rehab and renewal of wastewater pump stations. This project will include the rehabilitation of seven pump stations: Olde Sycamore No. 1, Olde Sycamore No. 2, Green Meadows, Suburban Estates No. 1, Suburban Estates No. 3, Magnolia Ridge, and Old Hickory.

On March 7, 2022, the BOCC approved WK Dickson & Co., Inc. Task Order 2021-05 for engineering design services for the project in the amount of $141,750.00. Task Order 2021-05 was initially increased by $18,700.00, with the County Manager's approval to a total amount of $160,450.00 through Amendment 1 to cover additional engineering services. On August 12, 2024, the BOCC approved an additional Task Order 2021-05 increase of $91,300.00 to a total amount of $251,750.00 through Amendment 2 to cover additional engineering services.

On March 24, 2025, the Procurement Department partnered with the Union County Water to issue an Invitation for Bid 2025-043 - FY22 Pump Station Rehabilitation. On April 29, 2025, one (1) bid for the title project was received. Since fewer than three responses were received, the bid was returned to the bidder unopened.

On May 12, 2025, the Procurement Department partnered with Union County Water to re-issue an Invitation for Bid 2025-043 (Rebid) - FY22 Pump Station Rehabilitation. On June 3, 2025, two (2) bids for the title project were received and processed. All bids were tabulated, reviewed, and certified by WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina. The bids ranged from $3,201,000.00 to $5,372,400.00; staff recommends that the project be awarded to the lowest responsive, responsible bidder, Step Construction, Inc., in the amount of $3,201,000.00.

To support the construction of the project, construction administration services are required to ensure the project is constructed to meet the requirements set forth in the project plans and specifications. WK Dickson & Co., LLC. d/b/a Ardurra Group North Carolina has been selected to provide construction administration and observation services for Task Order 8678-04 - FY22 Pump Station Rehabilitation. WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina was chosen from a list of vendors previously selected from RFQ 2024-021 - Engineering Services for Water/Wastewater System Improvements to provide these services for Union County projects.

FINANCIAL IMPACT:

Funding is available within the adopted capital account 60185079 FY22 Pump Station Rehab to support the construction contract amount of $3,201,000.00 with Step Construction, Inc. and WK Dickson & Co., LLC. d/b/a Ardurra Group North Carolina Task Order 8678-04 in the amount of $221,400.00.

25-445 **Bid Award - Downtown Waxhaw Cast-Iron Watermain Replacement**

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-83-3651

ACTION REQUESTED:

1) Reject the non-responsible bid of GE Construction Co.; 2) award contract to Dawn Development Company, Inc. in the amount of

$2,882,295.00; 3) authorize the County Manager to a) negotiate and execute an agreement with Dawn Development Company, Inc. substantially consistent with this agenda item, b) exercise any renewal or extension term options set forth in the agreement, and c) terminate the agreement if deemed in the best interest of the County, each in the County Manager's discretion; and 4) adopt Resolution Providing Notice of Construction of the Waxhaw Cast-Iron Watermain Replacement Construction.

PRIOR BOARD ACTIONS:

January 19, 2022, Regular Meeting, Agenda Item #22-827 - Approved Transystems Corporation d/b/a SEPI, A Division of Transystems, Task Order 2021-02 for surveying services.

BACKGROUND:

The Capital Improvement Plan (CIP), adopted by the Board of County Commissioners (BOCC), includes the Water Rehabilitation and Renewal Program's annual allocation to assess, prioritize, and rehabilitate/replace water distribution system infrastructure. Water lines within the Town of Waxhaw are aged, cast-iron water lines in need of replacement to improve fire flow and reduce emergency repairs. This project consists of approximately 8,000 linear feet of 2-inch, 6-inch, 8-inch, and 12-inch water lines that will address the deficiencies of this aged infrastructure.

On March 31, 2025, the Procurement Department partnered with Union County Water (UCW) to issue an Invitation for Bid 2025-045 Downtown Waxhaw Cast-Iron Watermain Replacement. On April 29, 2025, two (2) bids for the title project were received. Since fewer than three (3) bids were received, the submitted bids were returned to the bidders unopened.

On May 8, 2025, the Procurement Department partnered with Union County Water to re-issue an Invitation for Bid 2025-045 (Rebid) Downtown Waxhaw Cast-Iron Watermain Replacement. On May 20, 2025, three (3) bids for the title project were received and processed. All bids were tabulated, reviewed and certified by UCW engineering staff. The bids were reviewed to confirm the lowest responsive, responsible (qualified) bidder in accordance with N.C.G.S 143-129(b) and Article 19.04 of the Instruction to Bidders. N.C.G.S 143-129(b) gives the governing body the authority to reject any proposals when in the best interest of the governing body and requires that the contract be awarded to the lowest responsible bidder, taking into consideration quality, performance, and the time specified for the work. Article 19.04 of the Instruction to Bidders, which was part of the bid documents, states "In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.". UCW engineering

staff's review determined that the apparent low bidder at the time of the bid opening, GE Construction Co., with a bid amount of $2,218,341.00, did not have the requisite experience and qualifications to perform the project as they provided no experience constructing public utility system water lines; therefore, GE Construction was determined to not meet the responsibility standard for this particular project as required by N.C.G.S. § 143-129 and Article 19 of the Instructions to Bidders. Therefore, it is recommended that the Board officially reject the bid.

The remaining two (2) bids ranged from $2,882,295.00 to $4,027,471.00; staff recommends that the project be awarded to the lowest responsive, responsible bidder, Dawn Development Company, Inc., in the amount of $2,882,295.00.

FINANCIAL IMPACT:

Funding is available within the adopted account 60184130 Waxhaw Water Rehabilitation and Replacement to support the construction contract amount of $2,882,295.00.

25-454 **FY 2026 Capital Project Ordinances - Union County Water Capital Projects**

INFORMATION CONTACT:

Beverly Liles, Finance, Director, 704-283-3675; Amy McCaskill, UC Water- Utility Business Services, Director, 704-283-3508

ACTION REQUESTED:

Adopt the following Capital Project Ordinances (CPOs):

246C Storge Tank Rehab, WWTP R&R, OC Expansion & Reno, 12ML Adm Building
312F Water R&R FY20-FY2033
313D Wastewater R&R, SCADA Master Plan Update - Sewer, Septic Tank Assessment, STEG Assessment Waxhaw
325C Collection System SSES & Rehab
326E Crooked Ck Interceptor Improvements Phase 2
327A 12 Mile Creek I&I Abatement
328C Wastewater Pump Station Upgrades/Improvements
332B 853 West Zone Transmission Main - Phase 3
335E 12 Mile Creek Exp 7.5-9 MGD
372A Forest Park PS Improvements
375A Catawba River WTP Expansion
377B East Fork Interceptor Improvements
381 Crooked Creek Improvements

PRIOR BOARD ACTIONS:

1) April 15, 2024, Regular Meeting, Agenda Item # 24-255 - UC Water CIP Workshop Follow Up
2) June 17, 2025, Regular Meeting, Agenda Item # 25-367 - FY2026 Budget Adoption

BACKGROUND:

All CPOs appropriate funding as approved by the adopted water and sewer rate ordinance for FY2026 and/or appropriates System Development Fees received during FY2025.

FINANCIAL IMPACT:

Funding is included in the FY2026 Adopted Water and Sewer Rate Ordinance and Adopted Budget.

25-455 Sole Source Standardization Approval and Purchase - Poplin Road Pump

INFORMATION CONTACT:

Christopher Clark, Union County Water, Director Water and Wastewater, 704-296-4215

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:

Poplin Road Pump Station uses two Flygt pumps to transfer sewage from the Poplin Sewer Basin to the 12-Mile WRF. One of these pumps has failed and needs to be replaced as soon as possible. Xylem Water Solutions USA is the sole provider of Flygt pumps in our region. Using a different manufacturer's pump would increase costs for the County due to the need to replace several other components and requiring modifications to meet the specific requirements of the Poplin Sewer Pump Station.

We are requesting the Board to approve Sole Source Standardization for Flygt pumps manufactured by Xylem Water Solutions USA, for the Poplin Road Pump Station. This is in accordance with the Union County Procurement Policy, Section 3.8, Item iii, standardization or compatibility is the overriding consideration.

We are also requesting approval to purchase a Flygt pump in the amount of $169,722.00.

FINANCIAL IMPACT:

Funding is available within the adopted FY25 UCW Budget to support the purchase amount of $169,722.00.

25-457 System Development Fee Capital Reserve Fund

INFORMATION CONTACT:

Beverly Liles, Finance, Director, 704-283-3675; Amy McCaskill, UC Water - Utility Business Services, Director, 704-283-3508

ACTION REQUESTED:

1) Adopt Union County Water Budget Amendment #1 and 2) adopt Resolution of the Union County Board of County Commissioners

amending the System Development Fee Capital Reserve Fund.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

On June 17, 2019, the System Development Fee Capital Reserve Fund was created in accordance with the General Statues of the State of North Carolina 162A-211(d) and Chapter 159, Article 3, Part 2 for the purpose of allocating system development fees to the cost of constructing capital improvements, professional fees and debt service for the construction or acquisition of capital improvements. The System Development Fee Capital Reserve Fund may be amended from time to time by adopting an amended resolution.

The attached resolution establishes system development fees as a funding source and accounts for SDFs collected for current projects and/or debt service associated with current projects as defined in the attached resolution.

Any projects that are allocated in the resolution that are not currently in progress will remain as restricted fund balance in the capital reserve fund until the funding is needed.

FINANCIAL IMPACT:

System Development Fees in the amount of $11,535,872 will be used as a funding source for capital projects and/or debt service cost related to capacity expansion of the water and sewer infrastructure system.

25-463 **Memorandum of Understanding between The Town of Waxhaw and Union County**

INFORMATION CONTACT:

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative agreement between the Town and County to collaboratively prepare and submit an application for the Federal Emergency Management Agenda Hazard Mitigation Grant Program (FEMA HMGP) funding program. The objective of this application is to secure federal funding for the proposed HMGP project to mitigate flooding along 12-mile

creek and to fortify, repair, or replace existing water and sewer infrastructure that has been damaged or compromised by recent storms and is threatened to be compromised by future historic storm events. The scope of this MOU specifically pertains to pre-award activities required to develop and submit the HMGP application.

This proposed MOU provides no responsibilities for the County but to allow for improvements to the existing infrastructure where deficiencies are identified. Improvements proposed must prove to provide a benefit to the system and the residents of Union County. Grant funding would pay for any improvements identified and Waxhaw, with the assistance of our consultant, will manage construction activities.

FINANCIAL IMPACT:

There is no financial impact to the County.

25-429 **Contract Renewal - Adult Day Care Services**

INFORMATION CONTACT:

Ashley Lantz, Human Services - Social Services, Director, 704-296-4452

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:

1) August 17, 2020, Regular Meeting, Agenda Item #8 - Approved Contract
2) July 19, 2021, Regular Meeting, Agenda Item #21 - Approved Amendment
3) August 1, 2022, Regular Meeting, Agenda Item #22-492- Approved Amendment
4) June 19, 2023, Regular Meeting, Agenda Item #23-361 - Approved Amendment
5) July 15, 2024, Regular Meeting, Agenda Item #24-467 - Approved Amendment

BACKGROUND:

The Human Services Agency’s Division of Social Services operates the Adult Day Care (ADC) program, which provides eligible Union County Residents an alternative to long-term care placement thus allowing them to remain self-sufficient in their own home as long as possible and it is used as respite for many family caregivers. Adult Day Care provides an organized program of services during the day in a community group setting to support the personal independence of older adults. This promotes social, physical, and emotional well-being to individuals. The Union County Division of Social Services' Social Workers provide monitoring and compliance for its clients served by the ADC program.

The Human Services Agency's Division of Social Services has utilized the contractual services of New Testament Adult Day Care Center for Adult Day Care Services since August 2020. New Testament Adult Day Care Center has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional six months beginning July 1, 2025, and ending December 31, 2025. The department is currently working with Procurement on a new solicitation for Adult Day Care Services and expects the new contract to go into effect by the end of this six-month term.

FINANCIAL IMPACT:

The anticipated spend with this vendor during the 6 month period is $132,824, however the total annual cost for this service is $265,649.00 and is budgeted accordingly for FY2026.

25-431 **Contract Amendment - FY2026 74X CATS Express Bus Service**

INFORMATION CONTACT:

Theresa Torres, Human Services - Transportation, Director, 704-283-3598

ACTION REQUESTED:

Authorize the County Manager to approve the second Amendment to the Interlocal Transit Services Agreement between the City of Charlotte and Union County.

PRIOR BOARD ACTIONS:

1) April 17, 2023, Regular Meeting, Agenda Item # 23-122 - Presentation of 74 Express Bus Service Partnership Update- Action cancel service
2) June 19, 2023, Regular Meeting, Agenda Item #23-387 - Presentation of 74 Express Bus Service Partnership Update-Action add back Indian Trail stop
3) February 5, 2024, Regular Meeting, Agenda Item #24-070 - FY2024-Contract CATS Express Bus Service
4) July 15, 2024, Regular Meeting, Agenda Item #24-476 - FY2025-Contract CATS Express Bus Service
5) November 4, 2024, Regular Meeting, Agenda Item #24-648 - Update on service
6) February 18, 2025, Regular Meeting, Agenda Item #25-004 - Interlocal agreement with Town of Indian Trail

BACKGROUND:

The Charlotte Area Transit System (CATS) provides peak hour weekday express bus service from Indian Trail to uptown Charlotte based on terms set forth in an Interlocal Transit Services Agreement between the City of Charlotte and Union County. Prior to October 2023, the express bus included stops in both Monroe and Indian Trail. The service changed to include only stops in Indian Trail starting October 1, 2023. This contract amendment is the second of the four potential one-year renewal extensions and will cover the period from July 1, 2025, to June 30, 2026.

Union County is obligated under this contract to pay a portion of the operating costs, including administrative expenses, which represent 50%

of the net cost of service after deducting fare revenue. Union County's second amendment FY26 ($112,132), which will be paid $20,183 by Indian Trail, leaves $35,883 to be covered by budgeted County general funds, and the remaining 50% to be covered by Federal Transit Administration (FTA) Section 5307 urban transit grant funding.

FINANCIAL IMPACT:

A maximum of $112,132 in payments to CATS will be made. $20,183 will be paid by Indian Trail, leaving $35,883 to be covered by FY26 budgeted general funds, and $56,066 will be reimbursed through Section 5307 grant funds.

25-437 **Purchase - Library Support Services**

INFORMATION CONTACT:

Nina Chaffin, Library, Director, 704-283-3561

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:

1) August 14, 2023, Regular Meeting, Agenda Item #23-519, Board Approved

2) July 15, 2024, Regular Meeting, Agenda Item #24-480, Board Approved

BACKGROUND:

The Library Corporation provides support services for their software that is used by the Library to maintain our patron database and catalog. It is the primary software we use for everything pertaining to our library patrons and collections. It is important that we maintain these services in order to provide uninterrupted services to our patrons.

FINANCIAL IMPACT:

The anticipated cost for the library support services is $61,499.26 and is budgeted accordingly for FY2026.

25-441 **Contract Renewal - Computer Aided Dispatch Software**

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:

1) December 7, 2020, Regular Meeting, Agenda Item #10 - The Board

approved the original contract #6761 for an initial term of three years with three additional one-year renewal options.
2) May 20, 2024, Regular Meeting, Agenda Item #24-338 - The Board approved the first one-year renewal option.

BACKGROUND:

The Emergency Communications Department has utilized the contractual services of CentralSquare Technologies, LLC, for Computer Aided Dispatch and Records Management Software services since 2008. In 2020, the Department received sole-source Board approval in accordance with standardization for a three-year agreement with three one-year renewal options. The contractor has been effective and efficient in meeting our service needs, and we are requesting to exercise the second of the three one-year renewal options to the contract.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $419,316.72 and is budgeted accordingly for FY2026.

25-452 **Contract - Household Hazardous Waste Collection and Disposal**

INFORMATION CONTACT:

Caleb Sinclair, Solid Waste, Director, 704-283-3576

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:

The Procurement Department partnered with Solid Waste to issue Request for Proposal 2025-044 Household Hazardous Waste Collection and Disposal. On June 3rd, 2025, three proposals were received and reviewed by an evaluation team in accordance with applicable evaluation criteria for this project. As a result, the team requests approval to enter into a contract with the top scoring/ranked preferred offeror, MXI Environmental Services LLC , to provide Household Hazardous Waste Collection and Disposal services. This contract has an initial term of two years with three one-year renewal options at the sole discretion of the County and is subject to annual budget appropriation.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $50,000. Since this contract contains 2 year initial term and 3-one year renewal options, a total of $250,000 is estimated to be spent. Funding is available in the adopted FY2026 budget appropriation with future expenditures subject to annual BOCC budget appropriation.

25-432 **Amendment to the Union County Pay and Classification Plan and County Manager’s Contracting Authority**

INFORMATION CONTACT:
Julie Broome, Human Resources, Director, 704-283-3869; Clayton Voignier, Assistant County Manager, 704-283-3687

ACTION REQUESTED:
1) Approve a revision of the Union County Pay and Classification Plan to include the following:
A) Add the following classification title and associated pay grade:
i) Water Conservation Coordinator - pay grade J
B) Adjust the following pay grade for this job classification:
i) IT Support Supervisor - move from pay grade M to pay grade N;
2) Extend the County Manager's contracting authority to contracts in amounts not to exceed $150,000, whether such contracts entail the expenditure or receipt of funds, except that this extended authority shall not apply to agreements for lobbying services or management consulting services; and
3) Extend the County Manager's authority to approve leases of County-owned property of one year or less to leases of one year or less which do not exceed $150,000.

PRIOR BOARD ACTIONS:
June 16, 2025, Regular Meeting, Agenda Item # 25-367 - FY2026 Budget Adoption (Authorized County Manager to approve contracts in an amount not to exceed $50,000).

BACKGROUND:
Updates to the Union County Pay Plan are necessary to add, update, and remove job classification titles to align with current and future organizational needs. Extending the County Manager's contracting authority for most contracts will improve the County's ability to both efficiently and responsibly execute agreements and conduct County business.

FINANCIAL IMPACT:
No additional funds required.

25-453 **Contract Renewal - Human Resources Management Software**

INFORMATION CONTACT:
Julie Broome, Human Resources, Director, 704-283-3869

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:
June 6, 2022, Regular Meeting, Agenda Item #22-364 - Approved Contract

BACKGROUND:
The Human Resources Department utilizes the contractual services of

NEOGOV, Inc. for multiple human resource information systems (HRIS) platforms. The services were consolidated into one agreement in 2022. The company has been effective and efficient in meeting the HRIS needs for applicant tracking, onboarding, performance evaluations and pre-employment screening checks. The department is requesting to continue this service for an additional three years.

FINANCIAL IMPACT:

The anticipated first year cost for this service is $83,371.75. The costs for years two and three are $90,089.50 and $96,306.79, respectively. Since this contract contains a three-year term, a total of $269,768.04 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

25-418 Contract - NC Administrative Office of the Courts

INFORMATION CONTACT:

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

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:

This agreement provides for two Assistant District Attorney (ADA) positions. These positions serve in the Prosecutorial District 20B Court and the NC Administrative Office of the Courts (NCAOC) and prosecute Union County Jail cases. The goal of these positions is to reduce the pre-trial population at the County's jail, thereby reducing costs.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $238,352 and is budgeted accordingly in FY 2026.

25-451 Union County CDBG 2025 Annual Action Plan

INFORMATION CONTACT:

Monica Culbreath, Budget and Grants Management, Grants Specialist, 704-283-3580

ACTION REQUESTED:

1) Adopt the CDBG 2025 Annual Action Plan, 2) authorize the County Manager to execute the 2025 submittal documents to the U.S. Department of Housing and Urban Development, and 3) authorize the County Manager to negotiate and execute agreements substantially consistent with this agenda item.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:
Union County became an Entitlement Grantee in 2016 and began receiving an annual allocation of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD) on July 1, 2016. CDBG funds are intended to provide low- and moderate-income households with viable communities, including decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilities and improvements, housing rehabilitation and preservation, development activities, public services, economic development, planning, and administration.

To receive its annual allocation of CDBG entitlement funding, the County is required to submit an Annual Action Plan to HUD. The 2025 Annual Action Plan is the funding application for CDBG funds and describes the funding levels and activities to be undertaken during the fourth program year of the 5 - year Consolidated Plan. This Annual Action Plan covers the period beginning July 1, 2025, and ending June 30, 2026. One in-person public hearing was held on June 18, 2025.

The 2025 Annual Action Plan includes funding for the following activities:

Public Service ($120,241)
- Common Heart Economic Empowerment & Development Program - $20,000
- Common Heart Pantry Network for Food Pantry - $12,000
- Community Shelter of Union County Emergency Shelter - $20,000
- Council on Aging - Home Assistance for Seniors to Remain Independent - $33,241
- Turning Point - Domestic Violence Prevention - $35,000

Home Activities and Repair ($260,522)
Public Facilities and Infrastructure ($260,523)
Administration and Planning ($160,321)

FINANCIAL IMPACT:
The requested amount for the 2025 Annual Action Plan is $801,607. This amount is the total allocation that Union County is eligible to receive from HUD for the 2025 program year (FY2025-2026).

There is additional money from 2024 Public Service as Classroom Central ($13,000.00) was not able to satisfy HUD requirements for reimbursement. These funds are recommended to be used for the Council on Aging bring their allocation to ($46,241.00) to equate the percentage on requests of distribution of funds between subrecipients.

25-416 **May 2025 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 May 2025 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:

$1,663.40

25-428 **Contract - Cybersecurity Identity Threat Protection Software**

INFORMATION CONTACT:

Chris Liersaph, Information Technology, Assistant Director, 704-292-2520

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:

CrowdStrike, offered through the vendor, Tech Data Corporation dba DLT Solutions LLC, is a leading cybersecurity platform recognized for its cloud-native architecture and real-time threat detection capabilities. CrowdStrike is designed to protect endpoints, identities, and workloads across the enterprise and behavioral analytics to prevent breaches proactively. Implementing CrowdStrike will significantly enhance our cybersecurity posture by consolidating multiple security functions like antivirus, endpoint detection and response, and threat intelligence into a single, streamlined solution. This consolidation will reduce our reliance on various ancillary tools, simplify management, and improve incident response times. The platform’s scalability and centralized visibility make it an efficient and future-proof investment in our cyber defense strategy.

N.C.G.S 143-129(e)(3) and N.C.G.S 143-129(e)(9) allow local governments to make purchases through a competitively bid North Carolina Statewide Term Contract or a Group Purchasing Program.

The purchase of the software will be made using North Carolina Statewide Term Contract STC 208M quoted by Tech Data Corporation dba DLT Solutions.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $58,246.36. Since this contract contains a three-year term, a total of $174,739.08 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

25-415 **Capital Project Ordinances FY2026 - General County, Union County Public Schools, and Solid Waste**

INFORMATION CONTACT:
Beverly Liles, Finance, Director, 704-283-3675
ACTION REQUESTED:
Adopt the following Capital Project Ordinances for FY2026:

General Capital Project Ordinances
CPO 239A - Radio Towers
CPO 306E - DOT Projects
CPO 368B - 2025 Critical Infrastructure Amendment
CPO 382- UPS Infrastructure
CPO 383 - AV Equipment
CPO 385 - Security and Risk
CPO 386 - Annual R&R Funding
CPO 387- Critical Infrastructure
CPO 388 - Public Safety

Union County Public Schools (UCPS) Capital Project Ordinance
CPO 384

Solid Waste Capital Project Ordinance
CPO 353B
PRIOR BOARD ACTIONS:
1) June 16, 2024, Regular Meeting, Agenda Item #25-367 - Adoption of FY 2026 Operating Budget
2) April 14, 2025, Regular Meeting, Agenda Item #25-208 - Presentation of Capital Improvement Plan Budget and Debt Planning
BACKGROUND:
The General County Capital Projects, UCPS Capital Projects, and Solid Waste Capital Projects groups for FY2026 were presented to the board April 14, 2025, and the pay go capital (cash) transfers from operating fund(s) are included in the adopted budget ordinance for FY2026. The projects are funded as follows:

General Capital Projects
UPS Infrastructure Upgrades $50,000
UC Fueling Stations $225,000
Judicial Center Temporary Generator Connections/Gear $95,000
Planning - NC DOT Projects $300,000
Bidirectional Antennas for UCPS $252,000
Audio Visual Equipment $120,000

Radio Towers SW Union -$300,000
Radio Replacements $150,000
VFD Air Packs $312,000
Union EMS Capital $532,918
SPCC $375,900
Facilities Operating Capital $800,000
Facilities R&R $1,250,000
Parks and Recreation R&R $375,000
UCSO R&R $100,000
Security System Upgrades - $415,000
Total Funding $5,052,818

Union County Public Schools (UCPS) Capital Projects
UCPS 5YR Laptop Lease Payments $4,490,753
FY26 UCPS Band Uniforms and Equipment $50,000
FY26 UCPS Building Systems $7,390,375
FY26 UCPS Cafeteria Equipment $250,000
FY26 UCPS Expansion/Renovations $1,577,000
FY26 UCPS Painting $1,298,838
FY26 UCPS Roofing $3,500,000
FY26 UCPS Safety and Security $294,063
FY26 UCPS Transportation/Vehicles/Related Equipment $1,343,000
FY 26 New Town - Chiller Replacements $462,000
FY 26 New Salem - Auditorium Upgrades $145,000
Total Funding $20,801,029

Solid Waste Capital Projects
Landfill Operations Center $1,850,000

FINANCIAL IMPACT:
Funding is included in the FY2026 Adopted Budget for all pay go capital funding (cash funded) projects. Pay go Capital for the County's General CIP and SPCC CIP is $5,052,818 and $1,850,000 for Solid Waste. Funding for UCPS capital includes $607,000 of State Lottery R&R Funds, $563,043 from sales tax reimbursements, $3,310 from unallocated funds from project closures and $19,627,676 from pay go funding.

25-393 **Petition for Annexation and Rezoning**

INFORMATION CONTACT:
Patrick Niland, County Manager's Office, Deputy County Manager, 704-283-3630
ACTION REQUESTED:
Authorize the County Manager to 1) sign the petition of annexation into the Town of Wingate and 2) sign and submit the application for rezoning.
PRIOR BOARD ACTIONS:
None.
BACKGROUND:

Union County purchased approximately 27 acres of land in Wingate for the purposes of economic development. Parcels 09015013E and 09015013 are located in the Town of Wingate's extraterritorial jurisdiction (ETJ) and are currently zoned RA-40. To make the highest and best use of this property, we are seeking to annex and rezone these parcels to a Light Industrial designation.

FINANCIAL IMPACT:

None.

25-413 **Authorize FY2026 Expenditures for Autopsy Services**

INFORMATION CONTACT:

Stephanie Dudley, South Piedmont Regional Autopsy Center, Business Manager, 704-292-2668

ACTION REQUESTED:

Authorize FY2026 expenditures for 500 autopsies.

PRIOR BOARD ACTIONS:

April 7, 2025, Regular Meeting, Agenda Item # 25-205 - Authorized continued expenditures for an additional 50 autopsies.

BACKGROUND:

The County currently contracts with Medical Investigation Services, PLLC, to perform medical examiner autopsies for and operate the daily functions of the South Piedmont Regional Autopsy Center (SPRAC). This authorization provides funding to continue these services for FY2026. The County anticipates that Medical Investigation Services, PLLC, will conduct 500 autopsies for a total of $1,500,000 ($3,000 per autopsy) in FY2026. Medical Investigation Services, PLLC, provides access to a team of three board-certified forensic pathologists and two forensic autopsy technicians. The contracted fee of $3,000 per autopsy is disbursed in two parts: $1,500 upon completion of the autopsy, and $1,500 when the final report is completed and ready for release.

FINANCIAL IMPACT:

$1,500,000. Funding for these services is included in the FY2026 budget, and the full cost of this expenditure is eligible for reimbursement under a directed grant awarded by the State.

25-419 **Capital Project Ordinances - Jackson Volunteer Fire Department Water Tank**

INFORMATION CONTACT:

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

ACTION REQUESTED:

Adopt Capital Project Ordinances 259C, 288G, and 300B.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Jackson Fire Department is the only fire district in Union County that

does not have access to a municipal water source. This provides challenges for both firefighting and training purposes. Typar has reached out to the Jackson Fire Department about donating a large 200,000-gallon ground tank. This tank was used for fire flow as part of a development in Indian Trail; this development has since upsized a waterline and no longer has the need for this storage tank. This tank would allow Jackson to have a source of water to fill their apparatus in the Jackson District. Currently, they need to leave their district to refill their trucks. While the tank is no cost, there is some expense in moving the tank from its current location to the Jackson Fire Department. The department does not currently have the resources to fund this expense. Being that this will be a benefit to Union County residents, staff is proposing to allocate funding in the amount of $275,000 to the Jackson Fire Department to allow them to relocate the tank. The funding will come from three existing capital projects. Two of these projects are no longer needed and will be closed out after the transfer is made. The third project is a fire training tower. The long-term plan is to have three regional training towers throughout the county; the first tower is currently in the final stages of design. This capital project has enough funding to fund that tower and will be able to shift some funding to the Jackson Water Tank. The 2nd and 3rd fire training towers will require additional capital in future years' budgets.

FINANCIAL IMPACT:

Funding is available in the General County CIP fund from the following projects that will be reduced: UC Jail Domestic Water Line ($65,000), UC Jail Replace Washer and Dryer ($35,037), and Short-term Fire Training Needs ($174,963).

25-466 **Contract - Internet Based Legal Research Services**

INFORMATION CONTACT:

Christopher Brown, Attorney's Office, Assistant County Attorney, 704-283-3776

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:

The Union County Attorney's Office has utilized West Publishing Corporation for its internet based legal research services since 2015. The current contract expires in October 2025. To evaluate current offerings, the County Attorney's Office participated in trials with three different providers of internet based legal research services. Following the trials, the County Attorney's Office decided that Westlaw Precision was its

preferred internet based legal research product. The Union County Attorney's Office seeks to enter into a three-year contract with West Publishing Corporation (Thomson Reuters Enterprise Centre GmbH).

FINANCIAL IMPACT:

The contract amount for the entire term is $127,876.10 with anticipated first-year costs of $25,509.05. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

25-380 **Minutes for Approval**

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

ACTION REQUESTED:
Approve minutes of the regular meeting of May 5, 2025.

PRIOR BOARD ACTIONS:
None.

BACKGROUND:
Draft minutes have been provided to the Board for review and approval on the Consent Agenda.

FINANCIAL IMPACT:
None.

Information Only

25-399 **May 2025 Union County Public Schools - Monthly Report**

INFORMATION CONTACT:
Beverly Liles, Finance, Director, 704-283-3675

ACTION REQUESTED:
None - Information Only.

PRIOR BOARD ACTIONS:
None.

BACKGROUND:
This is the monthly report from UCPS as required by the Budget Ordinance.

FINANCIAL IMPACT:
None.

25-394 **Tax Refunds, Releases and Prorations Approved by Finance Officer**

INFORMATION CONTACT:
Beverly Liles, Finance, Director, 704-283-3675

ACTION REQUESTED:
None - Information Only.

PRIOR BOARD ACTIONS:
None.

BACKGROUND:

On September 8, 2020, the Board of Commissioners adopted a Resolution Delegating Authority for Tax Releases and Refunds of less than $100 to Union County's Finance Officer. The resolution and NC GS 105-381(b) require such refunds to be reported to the Board regarding actions taken on requests for releases or refunds. All such actions shall be recorded in the Board's minutes. NC GS 105-330.6 authorizes the tax collector to direct an order for a tax refund of prorated taxes to the county finance officer related to surrendering of registered motor vehicle plates. The finance officer shall issue a refund to the vehicle owner. The attached report is for May 2025 NCVTS releases and refunds less than $100 and prorations approved by the finance officer.

FINANCIAL IMPACT:

None.

25-417 **Tax Collector's Departmental Report for May 2025**

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 May 2025 as required by NCGS 105-350(7).

FINANCIAL IMPACT:

None.

25-427 **Human Resources Reports for May 2025**

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

These reports include all new hires, separations from service, and retirements for Union County Local Government for the month of May 2025.

FINANCIAL IMPACT:

None.

25-448 **Communications Monthly Report - June 2025**

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.

25-459 **FY23 CDBG Consolidated Annual Performance Evaluation Report (CAPER)**

INFORMATION CONTACT:
Monica Culbreath, Budget & Grants Management Department, Grants Specialist, 704-283-3580
ACTION REQUESTED:
None - Information Only.
PRIOR BOARD ACTIONS:
None.
BACKGROUND:
Union County is required to make available for public comment and submit a Consolidated Annual Performance Evaluation Report (CAPER) to the United States Department of Housing and Urban Development (HUD) per 24 CFR Part 91. This report is a summary of accomplishments and actions taken for activities stated in the prior year (July 1, 2023, through June 30, 2024) Action Plan. The CAPER was made available for public review and comment for a period of fifteen (15) days beginning September 11, 2024, and ending September 26, 2024. Notice of the public comment period was advertised in local newspapers and on the County's website. There were no comments.
FINANCIAL IMPACT:
None - Information Only.

25-464 **South Piedmont Regional Autopsy Center - July 2025 Quarterly Report**

INFORMATION CONTACT:
Stephanie Dudley, County Manager's Office, Business Manager, 704-292-2668
ACTION REQUESTED:
None - Information Only.
PRIOR BOARD ACTIONS:
None.
BACKGROUND:
This is the quarterly progress report on the operations of the South

Piedmont Regional Autopsy Center (SPRAC).

FINANCIAL IMPACT:

None.

25-467 **Monthly Update - Wastewater Treatment Capacity**

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County Water is closely monitoring the wastewater treatment capacities at our Water Reclamation Facilities. Permitting Capacity is evaluated using the Actual Plant Flows plus the Permitted/Obligated Flows (unconnected). Union County Water was asked to provide regular updates. Plant flow information through June 2025 is summarized in the attached table.

Twelve Mile Creek

- Percent of Actual Flows = 70.5%
- Percent of Actual + Permitted Flows = 89.9%
- Actual Flows (MGD) = 5.291
- Actual + Permitted Obligated Flows (MGD) = 6.742

Crooked Creek

- Percent of Actual Flows = 60.1%
- Percent of Actual + Permitted Flows = 90.4%
- Actual Flows (MGD) = 1.142
- Actual + Permitted Obligated Flows (MGD) = 1.717

Olde Sycamore

- Percent of Actual Flows = 27.3%
- Percent of Actual + Permitted Flows = 27.3%
- Actual Flows (MGD) = 0.041
- Actual + Permitted Obligated Flows (MGD) = 0.041

Tallwood

- Percent of Actual Flows = 42.0%
- Percent of Actual + Permitted Flows = 42.0%
- Actual Flows (MGD) = 0.021
- Actual + Permitted Obligated Flows (MGD) = 0.021

Grassy Branch

- Percent of Actual Flows = 84.0%

- Percent of Actual + Permitted Flows = 86.0%
- Actual Flows (MGD) = 0.042
- Actual + Permitted Obligated Flows (MGD) = 0.043

In addition to the wastewater treatment capacities, flow volumes associated with development projects that are in the planning and review process within the Twelve Mile Creek and Crooked Creek WRF service areas are provided for information as well. Development flow volumes through June 2025 are summarized in the attached tables.

FINANCIAL IMPACT:

None.

Business

25-402 **Conditional Rezoning 2025-CZ-002 Gordon**

INFORMATION CONTACT:

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

ACTION REQUESTED:

Approve or deny the proposed conditional rezoning.

TO APPROVE THE PROPOSED AMENDMENT

Motion

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

TO DENY THE PROPOSED AMENDMENT

Motion

Deny rezoning petition CZ-2025-002 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:

June 16, 2025, Regular Meeting, Agenda Item # 25-365 - Conduct public hearing.

BACKGROUND:

This case is requesting to rezone a 2.65 acre portion of one parcel totaling 8.46 acres appearing on the tax map as tax parcel 04-341-004E from RA-40 to Light Industrial (LI) with Conditions; located in the Jackson Township. The rezoning will include the following conditions:

1) Limited to site plan dated April 11, 2025
2) 2.65 acre portion will be subdivided with LI with Conditions zoning applied
3) Five-year vesting of development rights
4) Development will meet all requirements of the Union County Unified Development Ordinance on the date of approval

A community meeting was held April 28, 2025. One member of the public attended. They did not oppose the proposed use but had questions about other potential industrial uses in the future. It was explained that no other

uses would be allowed with an additional rezoning. No changes were made based on feedback.

The Land Use Board reviewed this case at its May 20, 2025, meeting. Two people spoke, one for and one against. The Land Use Board recommended denial on a 4-3 vote, citing concerns over incompatible uses with residential areas.

One person spoke against the rezoning at the June 16, 2025, public hearing, citing impacts on property values.

FINANCIAL IMPACT:

None.

25-425 **Consider a Step 4 Economic Development Incentive Grant Request to Confidential Company (Project Seven)**

INFORMATION CONTACT:

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

ACTION REQUESTED:

1) Award a Step 4 Economic Development Incentive Grant to Confidential Company (Project Seven) in an amount not-to-exceed $4,860,000 over a seven-year period; and 2) authorize the County Manager to i) negotiate and execute an agreement substantially consistent with this agenda item, ii) exercise any renewal or 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:

None.

BACKGROUND:

The Union County Economic Development Department requests the consideration of a Step 4 Economic Development Incentive Grant in an amount not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028.

Conversations with Confidential Company began in early 2025 regarding the possible location in Union County of a $200 Million advanced manufacturing facility. Capital investment includes the construction of new buildings and the purchase and installation of sophisticated manufacturing equipment.

The name of the confidential company will be announced upon the award of potential economic development grants from the State of North Carolina.

Based on the anticipated capital investment, it is proposed that the Board award a Step 4 Economic Development Incentive Grant in an amount-not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028. The value of the incentive grant will be based upon appraised

value each year as appraised by the Union County Tax Administration Office. This grant is based on the company's projected investment of $200,000,000 in new construction and the installation of related processing equipment over the grant period, but not less than $2,000,000. Based on its projected investment in Union County, the current tax rate, and assuming a consistent assessed value with no depreciation, the company will pay estimated ad valorem taxes on the new taxable investment in the amount of $6,078,800 over the grant period. Actual tax revenue for the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

The grant is also contingent upon the company creating 25 new full-time jobs.

FINANCIAL IMPACT:

The project, if brought to Union County, would have an economic development incentive grant in an amount-not-to-exceed $4,860,000 but would generate approximately $6,078,800 over the 7-year grant period. Actual tax revenue to the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

25-381 **Presentation - Short Water Line Extension Program FY22 and FY23 Projects**

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

Provide direction to staff on easement acquisition and program funding.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Short Water Line Extension Program, as adopted by the Board of County Commissioners (BOCC), provides for the extension of water lines to serve and provide an environmental benefit to qualifying applicants in Union County. Staff have diligently pursued the design, permitting and construction of FY22 and FY23 projects and while doing so have encountered challenges which require direction from the Board of County Commissioners.

UCW will provide a presentation on the FY22 and FY23 projects, the challenges faced, and potential solutions for the Board to consider and direct staff as appropriate.

FINANCIAL IMPACT:

Dependent on direction provided.

25-440 **Sheriff's Office Request for Pay Increases**

INFORMATION CONTACT:
Brian Matthews, County Manager, 704-292-2597
ACTION REQUESTED:
1) Approve the Sheriff's Office request for pay increases and 2) authorize the County Manager to direct current funding included in the FY2026 budget accordingly.
PRIOR BOARD ACTIONS:
None
BACKGROUND:
At their Regular Meeting on June 16, 2025, the Board of Commissioners adopted the County Manager's Proposed FY2026 Operating and Capital Budget. The budget included the appropriation of funds for the final phase of market adjustments based on implementation of the County's classification and compensation study as well as a mid-year, cost-of-living adjustment for all County employees. The market adjustments were implemented based on a specific calculation using the number of years an employee has worked with the County in their current position. The cost-of-living adjustment was based on a flat percentage of 2.5 for each employee.

The Sheriff's Office is requesting to use the portion of the budget earmarked for market and cost of living adjustments for their employees as well as funding included in the budget for five (5) cadet positions to provide pay increases for their staff using a different calculation as follows:

- 6 percent for all levels of Deputy Sheriff and Detention Officer
- 4 percent for Lieutenants, Sergeants, and the Corporal
- 3 percent for Civilian staff, Chief Deputy Sheriffs, and Captains

These pay increases would be effective December 13, 2025, and appear on paychecks deposited on January 2, 2026.
FINANCIAL IMPACT:
No additional funds are needed beyond funding that is already included in the FY2026 budget for market and cost of living adjustments earmarked for Sheriff's Office employees and funding included in the budget for the cadet positions.

25-426 **Presentation - Strategy & Innovation**

INFORMATION CONTACT:
Brian Matthews, County Manager, 704-292-2597
ACTION REQUESTED:
Receive information.
PRIOR BOARD ACTIONS:
None.
BACKGROUND:

Receive information regarding the Strategy & Innovation team.
FINANCIAL IMPACT:
None.

25-470 **Government Center Entrance Improvements**

INFORMATION CONTACT:
Clayton Voignier, Assistant County Manager, 704-283-3687
ACTION REQUESTED:
Receive information.
PRIOR BOARD ACTIONS:
None.
BACKGROUND:
Staff will provide information regarding upcoming Government Center lobby entrance improvements.
FINANCIAL IMPACT:
None.

25-446 **Appointments to Boards & Committees**

INFORMATION CONTACT:
Janet Payne, Human Services Agency, Executive Director, 704-296-4348
ACTION REQUESTED:
Consider reappointment of Earl Ford to the Consolidated Human Services Board (CHSB).
PRIOR BOARD ACTIONS:
August 16, 2021, Regular Meeting, Agenda Item # 44 - Appointed Earl Ford to CHSB.
BACKGROUND:
The Consolidated Human Services Board (CHSB), pursuant to N.C. general statute 153A-77, is permitted to be composed of up to 25 members and composition of the board shall reasonably reflect the population makeup of the County. Currently, the Union County CHSB has 19 membership positions, each of which has a specific designation. Thirteen positions are filled and there are six vacancies including:

- Consumer of Human Services (2)
- Dentist (1)
- Pharmacist (1)
- Physician-Psychiatrist (1)
- Optometrist (1)

As is the County's usual practice, the vacancies available for appointment were advertised by posting a notice on the County's website: <https://www.unioncountync.gov/government/boards-committees/boards-committees>

At its May 12, 2025 meeting, the CHSB reviewed applications submitted and voted to recommend that the Board of County Commissioners

reappoint him for a second term.

- Mr. Earl Ford is eligible for reappointment to fill the “Consumer of Human Services” position.

Copies of the recommended appointees’ applications are included for the BoCC’s review and consideration.

FINANCIAL IMPACT:

Consolidated Human Services Board = $200 per year per member ($20 per meeting x 10 meetings per year).

County Manager's Comments

Commissioners' Comments

Adjournment

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

File #: 25-474 **Agenda Date:** 7/14/2025

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)(3), to consult with an attorney in order to preserve the attorney-client privilege; and
2) pursuant to G.S. 143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

FINANCIAL IMPACT:

None.

File #: 25-409 **Agenda Date:** 7/14/2025

TITLE:

Conduct Public Hearing for Rezoning Petition 2025-RZ-006 Needham

INFORMATION CONTACT:

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

ACTION REQUESTED:

Conduct public hearing for proposed rezoning.

If the Board wishes to take action at the meeting tonight consider the following:

TO APPROVE THE PROPOSED AMENDMENT
Motion

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

TO DENY THE PROPOSED AMENDMENT
Motion

Deny rezoning petition 2025-RZ-006 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:

None

BACKGROUND:

This case is requesting to rezone an approximately one acre portion of a 42.202 acre parcel appearing on the tax map as tax parcel 01-066-020 from a combination of RA-40 and Light Industrial (LI) to all RA-40; located at 8909 Highway 218 East. Because this is a straight rezoning, there are no associated conditions. This request was made to eliminate split zoning on the parcel and allow the existing house to be subdivided as a future action.

The Land Use Board unanimously recommended approval at its June 17, 2025, meeting.

FINANCIAL IMPACT:

None

Application for Straight 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 8909 Hwy 218 E City Marshville State NC Zip 28103

Tax Parcel ID 01066020 Current Zoning Designation RA40 AND LI Total Acres 42.202

Proposed Zoning Designation RA40 Date Submitted 5-16-25

Project Description or Intent of Rezoning

~~RA~~ Eliminate zoning to Allow Subdivide Parcel

Contact Information

Applicant Name Carl Needham III Cynthia Jane Needham

Address 8909 Hwy 218 E City Marshville State NC Zip 28103

CINDY Phone 704-241-8960 Fax _____ Email CINDY NEEDHAM@MSN.COM

Property Owner Name Carl Needham III

Address 8909 Hwy 218 E City Marshville State NC Zip 28103

CARL Phone 704-241-8959 Fax _____ Email CINDY NEEDHAM@MSN.COM

Applicant's Certification

Carl Needham Cynthia Jane Needham — Signature
5-16-25 — Date
CARL NEEDHAM III Cynthia J Needham — Printed Name/Title

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

Carl Needham Cynthia Jane Needham — Signature
5-16-25 — Date
CARL NEEDHAM III Cynthia J Needham — Printed Name/Title

Union County Office Use Only:

Case Number: 2025-RZ-006 Date Received: 5-16-25

Amount of Fee ($600): BCA Fee Ok: BCA Received by: BCA

Contact: Bjorn Hansen T. 704.283.3690 E. Bjorn.Hansen@unioncountync.gov

UNIONCOUNTY north carolina

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

From: Cindy Needham
To: Bjorn Hansen
Subject: Request to Rezone Needham Property
Date: Saturday, May 17, 2025 8:47:28 AM

WARNING: This email originated from outside of Union County Government, be cautious when clicking on links or opening attachments.

To whom it may concern

Carl Lee Needham and Cynthia Jane Needham request to rezone 1 acre from Light Industrial to RA40
at 8909 Hwy 218 East Marshville NC
for the purpose of selling our home which is under contract
We have owned the Property since December 2016
From what we understand Max Simpson previous owner operated a grain buying business on the 1 acre lot that is zoned Light Industrial

Thank you for your concern in this matter
Sincerely
Carl and Cynthia Needham

Cindy Needham
7042418960

Planning Staff Report - Rezoning Case # RZ-2025-006
Staff Contact: Bjorn Hansen, Senior Planner

Summary of Request

This case is requesting to rezone an approximately one acre portion of a 42.202 acre parcel appearing on the tax map as tax parcel 01-066-020 from a combination of RA-40 and Light Industrial (LI) to all RA-40; located in the New Salem Township. Because this is a straight rezoning, there are no associated conditions. This request was made to eliminate split zoning on the parcel and allow the existing house to be subdivided as a future action.

Owner/Applicant

Owner: Carl and Cynthia Needham
8909 East Highway NC 218
Marshville, NC 28103

Applicant: Carl and Cynthia Needham
8909 East Highway NC 218
Marshville, NC 28103

Property Information

Location: On the northeast corner of Jerusalem Church Road and NC 218. Location more specifically described as tax parcel 01-066-020.









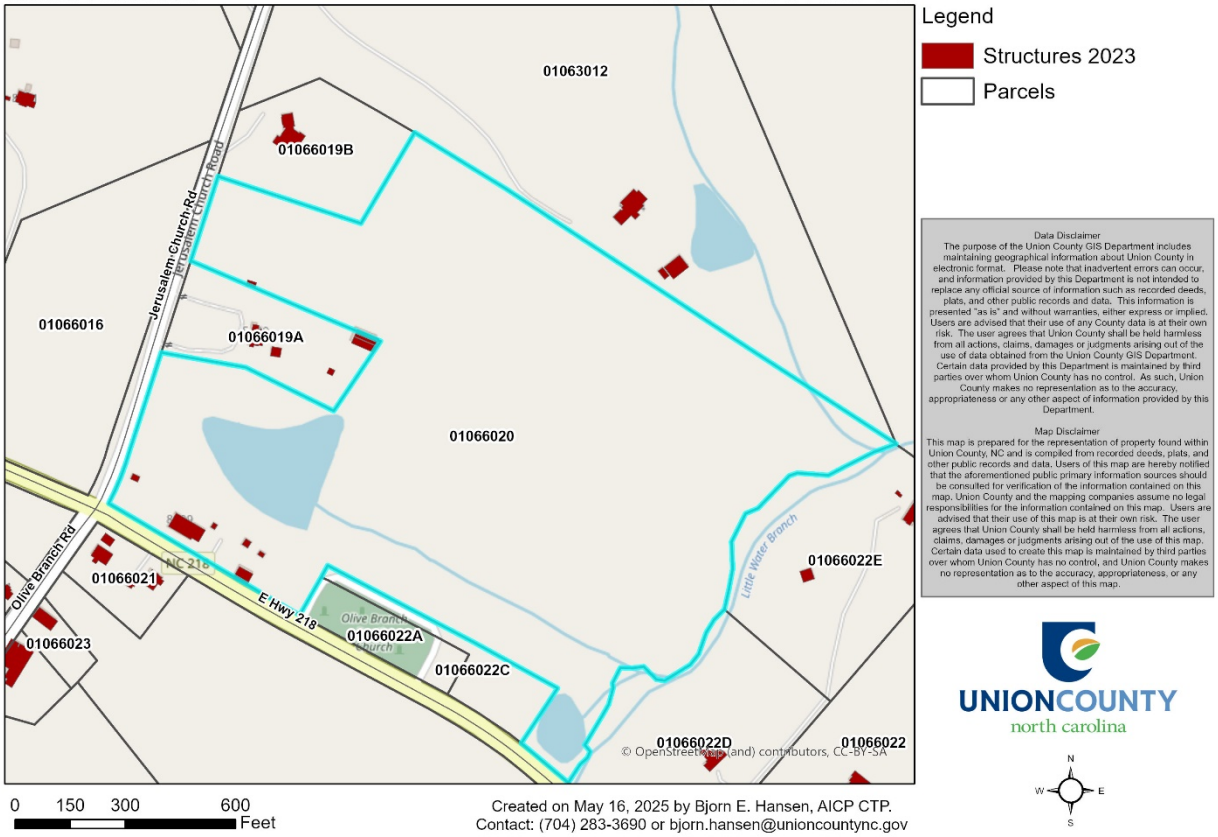
Municipal Proximity: The site is more than seven miles from the towns of Unionville and Marshville.

Existing Land Use and Development Status: The parcel is currently zoned a combination of RA-40 and Light Industrial (LI). The light industrial designation was applied when zoning was instituted in Union County to reflect a grain buying business at the site. The business is no longer in operation. There is a single-family house on the site along with agricultural land.

Development Status

Petition: 2025-RZ-006
Name: Needham

Size: 42.202 acres
Tax Parcel: 01-066-020

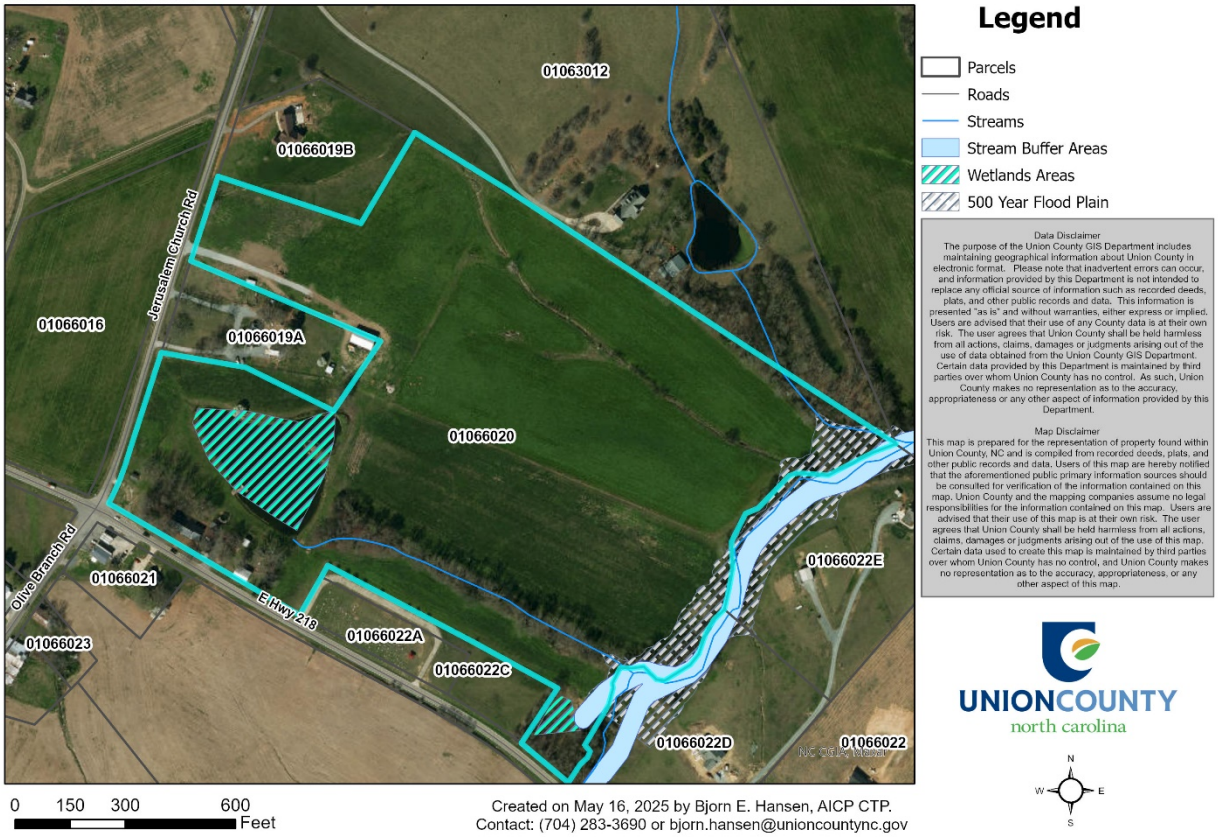


Environmental Features: There is a stream, pond, wetlands, and flood plain on site. Because no development is proposed as part of this rezoning, there are no impacts to the these features.

Environmental Features

Petition: 2025-RZ-006
Name: Needham

Size: 42.202 acres
Tax Parcel: 01-066-020



Created on May 16, 2025 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

Utilities: Public water and sewer are not available to the site.

Zoning and Land Use History: The parcel site has been zoned RA-40 and LI since zoning was initiated. There have been no rezonings or special use permits near this site.



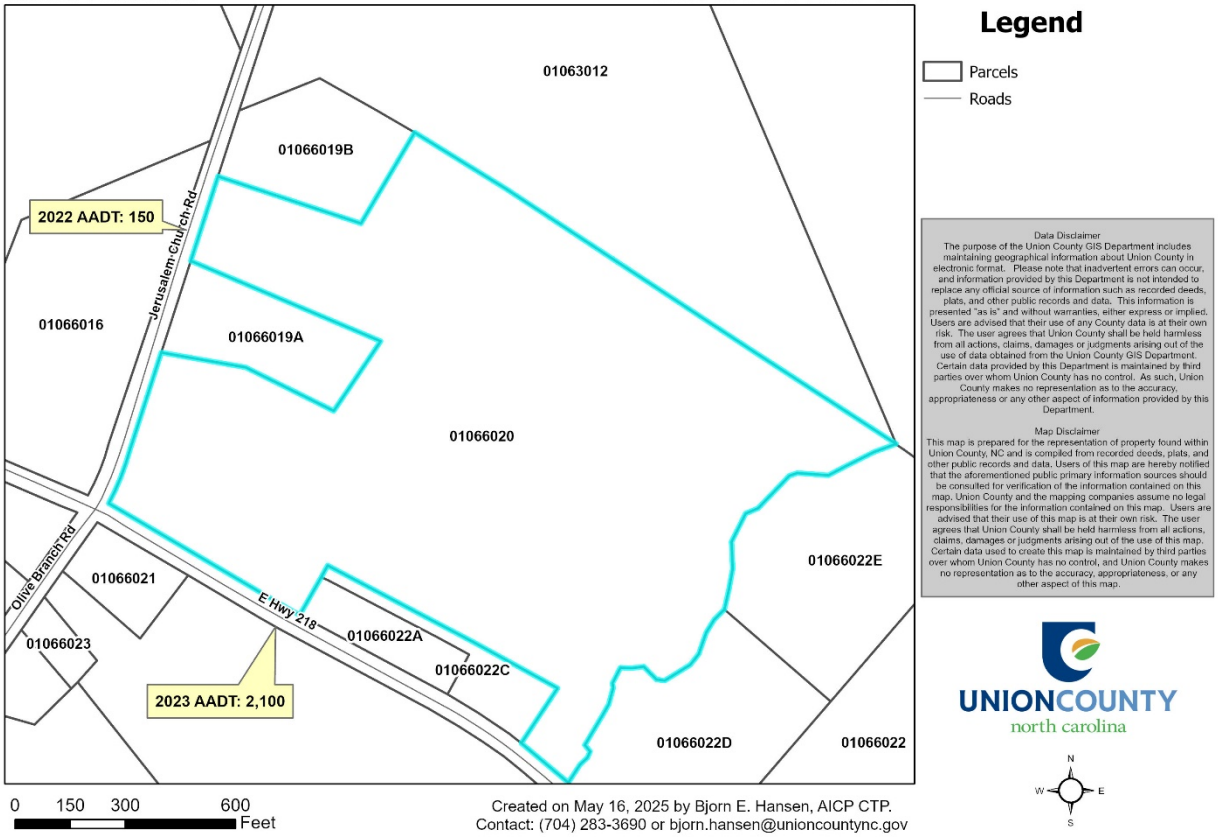
Schools: Because this rezoning request involves rezoning an existing house to residential, UCPS was not consulted for comments.

Transportation: This site is on NC 218 and Jerusalem Church Road, which both are NCDOT-maintained facilities. NC 218 carries approximately 2,100 vehicles per day and Jerusalem Church Road carries approximately 150 vehicles per day. There are no funded road improvement projects in the immediate vicinity of the rezoning. A traffic Impact Analysis was not required for this rezoning. There is no expected change in traffic as a result of this rezoning as no new uses are proposed.

Transportation

Petition: 2025-RZ-006
Name: Needham

Size: 42.202 acres
Tax Parcel: 01-066-020



Created on May 16, 2025 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

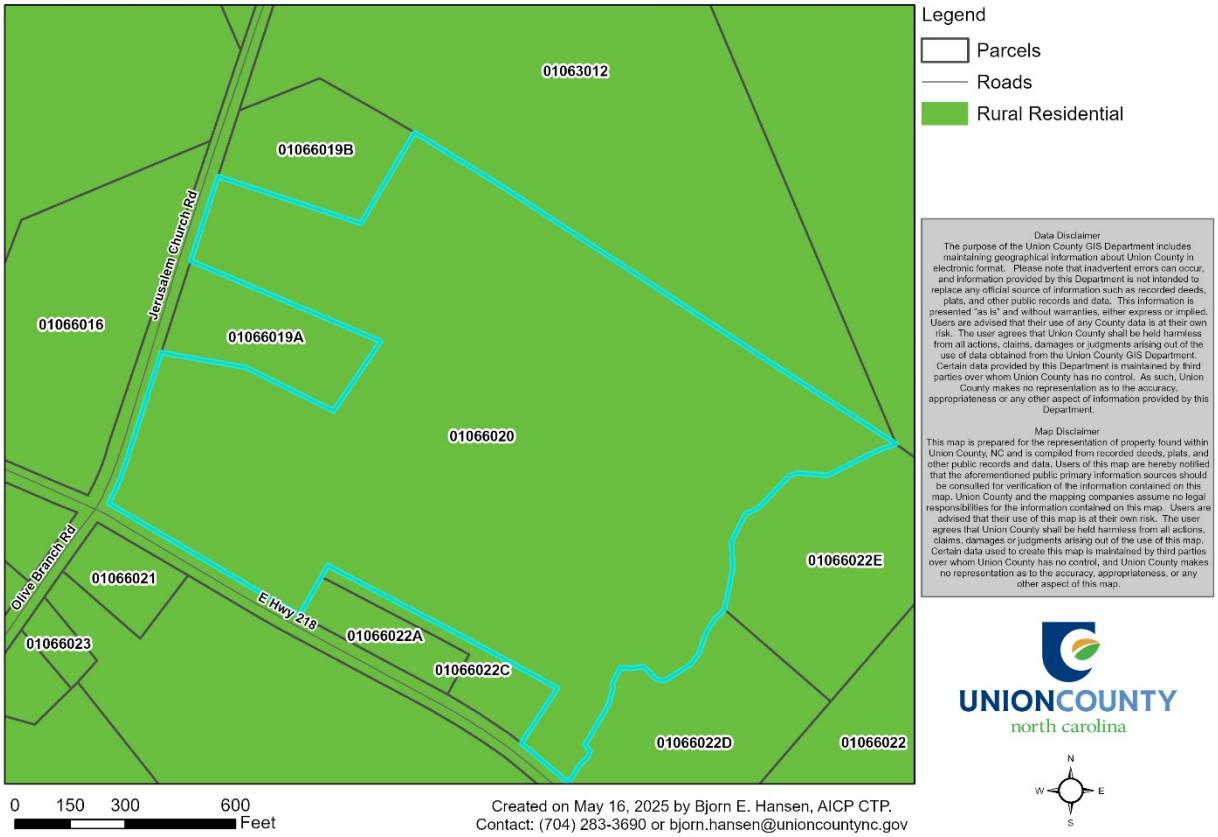
Planning Documents

Union County Comprehensive Plan: The Union County 2050 comprehensive plan identifies this area as a Rural Residential area. The closest areas recommended for industrial are along US 74, approximately eight miles miles to the south. The proposed RA-40 zoning is therefore considered consistent with the current plan.

Land Use Map

Petition: 2025-RZ-006
Name: Needham

Size: 42.202 acres
Tax Parcel: 01-066-020



Created on May 16, 2025 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 not required and no public comments have been received.

Municipal Comments: Unionville and Marshville were not consulted for comments due to the distance to their municipal limits.

Land Use Board Recommendation

The Land Use Board review this proposed rezoning at its June 17, 2025, meeting. The Board unanimously recommended approval, citing consistency with the land use map and increased flexibility for property owners.

Staff Comments and Recommendation

This part of Union County is identified for rural residential and agricultural land uses. The rezoning does not propose new uses from what area already occurring on site, and the rezoning would eliminate split zoning on the parcel, which would allow the owners to subdivide the parcel. **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 (RZ-2025-006)

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (RZ-2025-006) submitted by Carl and Cindy Needham requesting a revision of the Union County Zoning Map by rezoning a 42.202 acre parcel appearing on the tax map as tax parcel 01-066-020 in the New Salem Township from a combination of RA-40 and Light Industrial (LI) to all RA-40.

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 CONSISTENT WITH THE CURRENT PLAN)

Motion

(i) Deny rezoning petition RZ-2025-006 from Carl and Cindy Needham; 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 (RZ-2025-006) submitted by Carl and Cindy Needham requesting a revision of the Union County Zoning Map by rezoning a 42.202 acre parcel appearing on the tax map as tax parcel 01-066-020 in the New Salem Township from a combination of RA-40 and Light Industrial (LI) to all RA-40.

CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN) (RZ-2025-006)

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 Rural Residential. Revising a zoning designation on a portion of the parcel from Light Industrial to RA-40 ensures the entire parcel is zoned for residential use. This is consistent with the Rural Residential designation in the Plan.
2. The proposed use would not create a significant traffic impact. A minimal traffic impact is consistent with the Plan's concern for traffic congestion.
3. The rezoning would increase flexibility for the property owners in a manner consistent with the Plan through allowing residential use throughout the entire parcel.
4. The rezoning would reduce complexity for future development on the parcel by eliminating split zoning.

CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN) (RZ-2025-006)

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 consistent with the Union County Comprehensive Plan (the "Plan"); however, denial of the proposed map amendment is reasonable and in the public interest because:

1. There is a lack of industrially zoned properties in Union County. Supporting economic development is a goal of the Plan. Preserving light industrial zoning where it exists will support this goal.
2. Retaining light industrial zoning on a portion of this parcel preserves a mix of uses and flexibility on the property and in the area, compared to allowing only those uses set forth in an RA-40 zoning district on the entirety of the parcel.

ORDINANCE APPROVING REVISION TO THE OFFICIAL ZONING MAP OF UNION COUNTY, NORTH CAROLINA

WHEREAS, the Union County Board of County Commissioners (the "Board") heretofore enacted the "Unified Development Ordinance of Union County, North Carolina," including any amendments thereto (the "UDO") and the official Union County Zoning Map ("Zoning Map"); and

WHEREAS, Union County has received a rezoning petition (RZ-2025-006) submitted by Carl and Cindy Needham requesting a revision of the Union County Zoning Map by rezoning a 42.202 acre parcel appearing on the tax map as tax parcel 01-066-020 in the New Salem Township from a combination of RA-40 and Light Industrial (LI) to all RA-40, and

WHEREAS, the Union County Land Use Board considered and made a recommendation concerning approval or denial of the Rezoning Petition; and

WHEREAS, the Board has determined that approval of the Rezoning Petition and rezoning the portion of the subject parcel from a combination of RA-40 and Light Industrial (LI) to all RA-40 is reasonable and in the public interest, including for those reasons set forth in the contemporaneously adopted consistency and reasonableness statement.

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

1. The Zoning Map is hereby amended by rezoning a parcel appearing on the tax map as tax parcel 01-066-020 in the New Salem Township from a combination of RA-40 and Light Industrial (LI) to all RA-40.

2. This ordinance is effective upon adoption.

Adopted this _____ day of _____, 2025.

_____

Chair, Union County Board of Commissioners

File #: 25-410 **Agenda Date:** 7/14/2025

TITLE:

Conduct Public Hearing for Rezoning Petition 2024-CZ-010 4 Rivers

INFORMATION CONTACT:

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

ACTION REQUESTED:

Conduct public hearing for proposed rezoning.

If the Board wishes to take action at the meeting tonight consider the following:

TO APPROVE THE PROPOSED AMENDMENT
Motion

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

TO DENY THE PROPOSED AMENDMENT
Motion

Deny rezoning petition CZ-2024-010 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This case is a request to rezone rezoning two parcels totaling 4.55 acres appearing on the tax map as tax parcels D8321005D and K8321005D at 14421 Lawyers Road from R-20 to B-4 with Conditions. The rezoning will include the following conditions:

1) Limited to site plan dated April 16, 2025
2) Uses limited to Type 1 storage of up to 80,375 square feet of gross space
3) Parcels will be combined
4) Approximate 0.5 acre portion of parcel D8321005D on the west side of Allen Black Road will not be part of the rezoning
5) Five-year vesting of development rights
6) 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 June 17, 2025, meeting.

FINANCIAL IMPACT:

None.

Docusign Envelope ID: 616AFAE9-B8C7-477C-AF69-1535FDE08397

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 14421 Lawyers Road City Matthews State NC Zip 28104

Tax Parcel ID D8321005D/K8321005D Current Zoning Designation R-20 Total Acres 4.55

Proposed Zoning Designation B-4 Date Submitted 12-9-2024

Contact Information

Applicant Name 4 Rivers Property Group, LLC
Address 1200 E Morehead Street City Charlotte State NC Zip 28204

Phone 704.281.8959 Fax _____ Email hdawkins@4riverspg.com

Property Owner Name Morris Lee Rushing, Jr.

Address 14421 Lawyers Road City Matthews State NC Zip 28104

Phone 704.408.7500 Fax _____ Email leerushing1@outlook.com

Applicant's Certification

Hunter Dawkins — Signature
12/5/24 — Date
Hunter Dawkins, Principal — Printed Name/Title

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

Signed by: Morris Lee Rushing Jr. 3F79C8C488B7473... — Signature
12/5/2024 — Date
Morris Lee Rushing Jr. / Owner — Printed Name/Title

Union County Office Use Only:

Case Number: 2024-CZ-010 4 Rivers Date Received: 12-10-2024

Amount of Fee: $1000 Fee Ok: BGA Received by: BEH

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

Alexander Ricks PLLC

Alexander Ricks PLLC
1420 E. 7th St., Suite 100
Charlotte, North Carolina 28204

Main Tel 704.365.3656
Main Fax 704.365.3676
www.alexanderricks.com

Brittany N. Lins
704.200.2637
brittany.lins@alexanderricks.com

December 9, 2024

Union County Planning Department
Attn: Bjorn Hansen

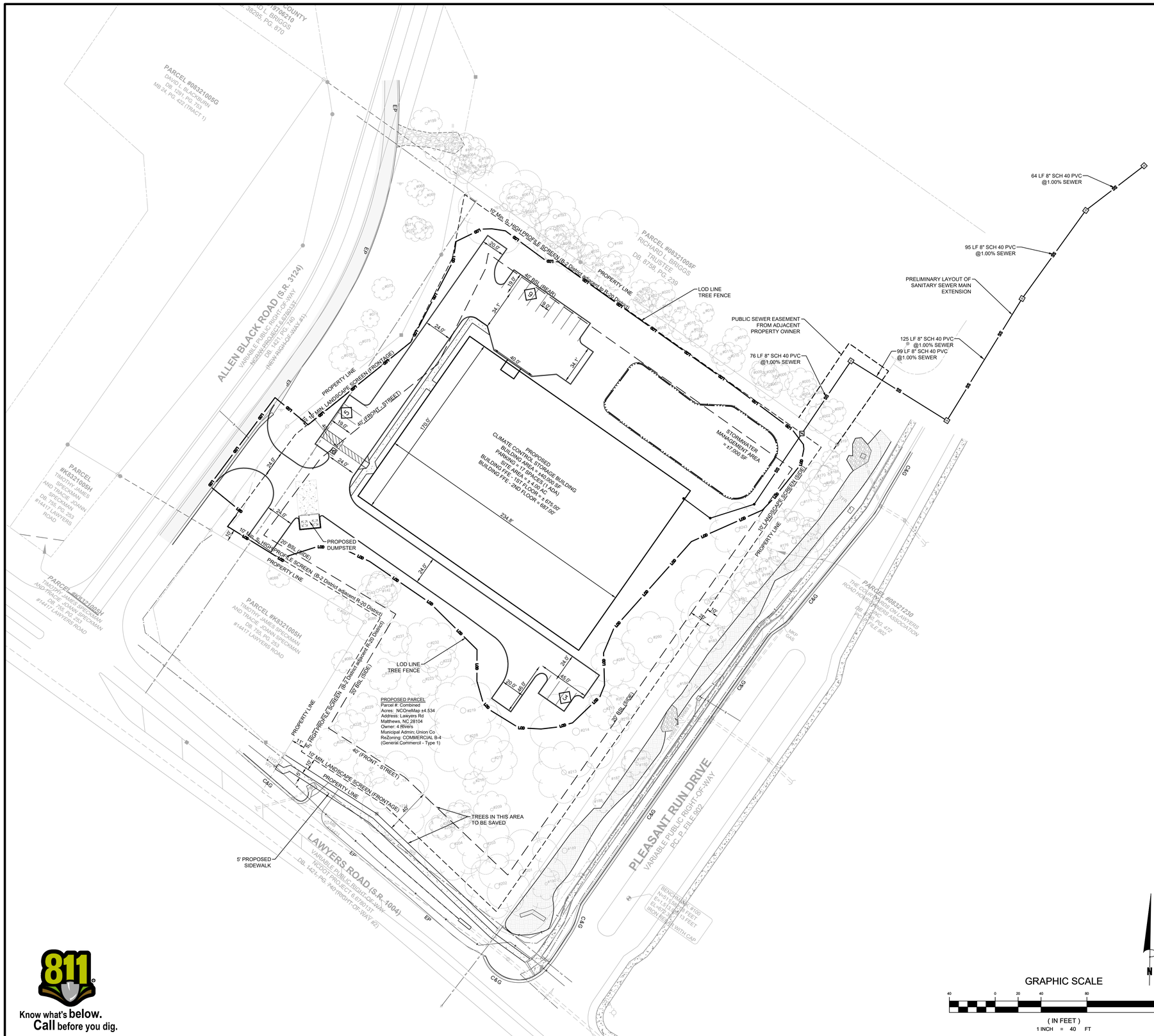
Re: **Letter of Intent**
Petitioner: 4 Rivers Property Group, LLC
Property: 14421 Lawyers Road
Rezoning Request: B-4 for Indoor Climate-Controlled Self-Storage

Mr. Hansen,

Enclosed please find the conditional rezoning request for property at 14421 Lawyers Road to accommodate an indoor climate-controlled self-storage facility with associated streetscape improvements and landscaping commitments. The rezoning request would allow for the development of a Class A, 80,000 square foot, fully enclosed and air-conditioned, fully secured self-storage facility under the B-4 zoning district. In an effort to have as little impact on the surrounding neighbors as possible, the facility will feature elevated design and exterior building materials, while appearing to resemble a Cass A retail or office building as well as landscape screening along the road frontages. The project will also be limited to a single story in an effort to be in line with surrounding uses along Lawyers Road. The facility will not be open 24 hours a day and will not permit any boat/RV parking. All storage units will be accessed from the interior of the building with a modern security system keeping the building secure. Modern climate-controlled self-storage facilities have limited impact on surrounding properties due to their low traffic generation, no school impacts, and minimal infrastructure and utilities requirements. Based on research there is only one additionally facility in the 3 mile trade area, and was built in 1984 and does not have any climate controlled units, so there is demand for this product type in the area.

If additional information is required, please feel free to contact me directly. We greatly appreciate your time and consideration of this petition. We look forward to working with you on this project.

Very Truly Yours,
Brittany N. Lins
Enclosures



VICINITY MAP



SITE DATA TABLE

SITE	
SITE NAME	4 RIVERS SELF STORAGE
LOCATION:	NE CORNER OF ALLEN BLACK RD AND LAWYERS RD
COUNTY:	UNION COUNTY
JURISDICTION:	UNION COUNTY
CURRENT ZONING:	R-20, (RESIDENTIAL DISTRICT, CLASS II)
PROPOSED ZONING:	B-4 (General Commercial)
PROPERTY ID:	K8321005D and D8321005D
PARCEL AREA:	±4.00 AC
DISTURBED AREA:	±4.00 AC
PROPOSED BUILDING AREA:	80,375SF GROSS
PROPOSED STORIES:	2
WATER SOURCE:	UNION COUNTY WATER
SEWER SOURCE:	UNION COUNTY WATER
PARKING:	
PARKING REQUIREMENT:	0.50 SPACES PER EMPLOYEE OR (1) SPACE PER 5,000 SF OF INDOOR & OUTDOOR STORAGE AREA, WHICHEVER IS GREATER
REQUIRED SPACES:	17 (Includes 1 ADA)
PROPOSED SPACES:	17
STALLS:	SIZE AISLE 9'-0"x 19'-0" 24' 1-WAY; 24' 2-WAY STANDARD
HANDICAP PARKING:	1 SPACE REQUIRED EVERY 25 SPACES
BUILDING SETBACKS:	
FRONT (LAWYERS RD):	40'
FRONT (ALLEN BLACK RD):	40'
SIDE:	20'
REAR:	40'
LANDSCAPE BUFFERS:	
FRONT (LAWYERS RD):	10' Min. S_1 BUFFER SCREEN
FRONT (ALLEN BLACK RD):	10' Min. S_1 BUFFER SCREEN
SIDE:	10' Min. S_2 BUFFER SCREEN
REAR:	10' Min. S_2 HIGH PROFILE BUFFER SCREEN

PLANNING NOTES/LANDSCAPE NOTES

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REZONING SITE PLAN
4 RIVERS SELF STORAGE
LAWYERS ROAD
UNION COUNTY, NC

PLAN STATUS

DATE	DESCRIPTION

KD DESIGN	KD DRAWN	PL CHKD

JOB NO.: 180037-01-002

DATE: APRIL 16, 2025

SHEET SITE PLAN

CAD FILE NAME: V:\180037 - 4 Rivers Property Group\180037-01-002 (ENG) - Lawyers Rd Self Storage Site Matthews NC\Engineering\Engineering Plans\Concept\180037-01-002 ZSP-1.0.dwg

VICINITY MAP



SITE DATA TABLE

SITE	
SITE NAME	4 RIVERS SELF STORAGE
LOCATION:	NE CORNER OF ALLEN BLACK RD AND LAWYERS RD
COUNTY:	UNION COUNTY
JURISDICTION:	UNION COUNTY
CURRENT ZONING:	R-20, (RESIDENTIAL DISTRICT, CLASS II)
PROPOSED ZONING:	B-4 (General Commercial)
PROPERTY ID:	K8321005D and D8321005D
PARCEL AREA:	±4.00 AC
DISTURBED AREA:	±4.00 AC
PROPOSED BUILDING AREA:	80,375SF GROSS
PROPOSED STORIES:	2
WATER SOURCE:	UNION COUNTY WATER
SEWER SOURCE:	UNION COUNTY WATER
PARKING:	
PARKING REQUIREMENT:	0.50 SPACES PER EMPLOYEE OR (1) SPACE PER 5,000 SF OF INDOOR & OUTDOOR STORAGE AREA, WHICHEVER IS GREATER
REQUIRED SPACES:	17 (Includes 1 ADA)
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STALLS:	SIZE 9'-0"x 19'-0" AISLE 24' 1-WAY; 24' 2-WAY STANDARD
HANDICAP PARKING:	1 SPACE REQUIRED EVERY 25 SPACES
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GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT

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4 RIVERS SELF STORAGE
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PLAN STATUS

DATE	DESCRIPTION

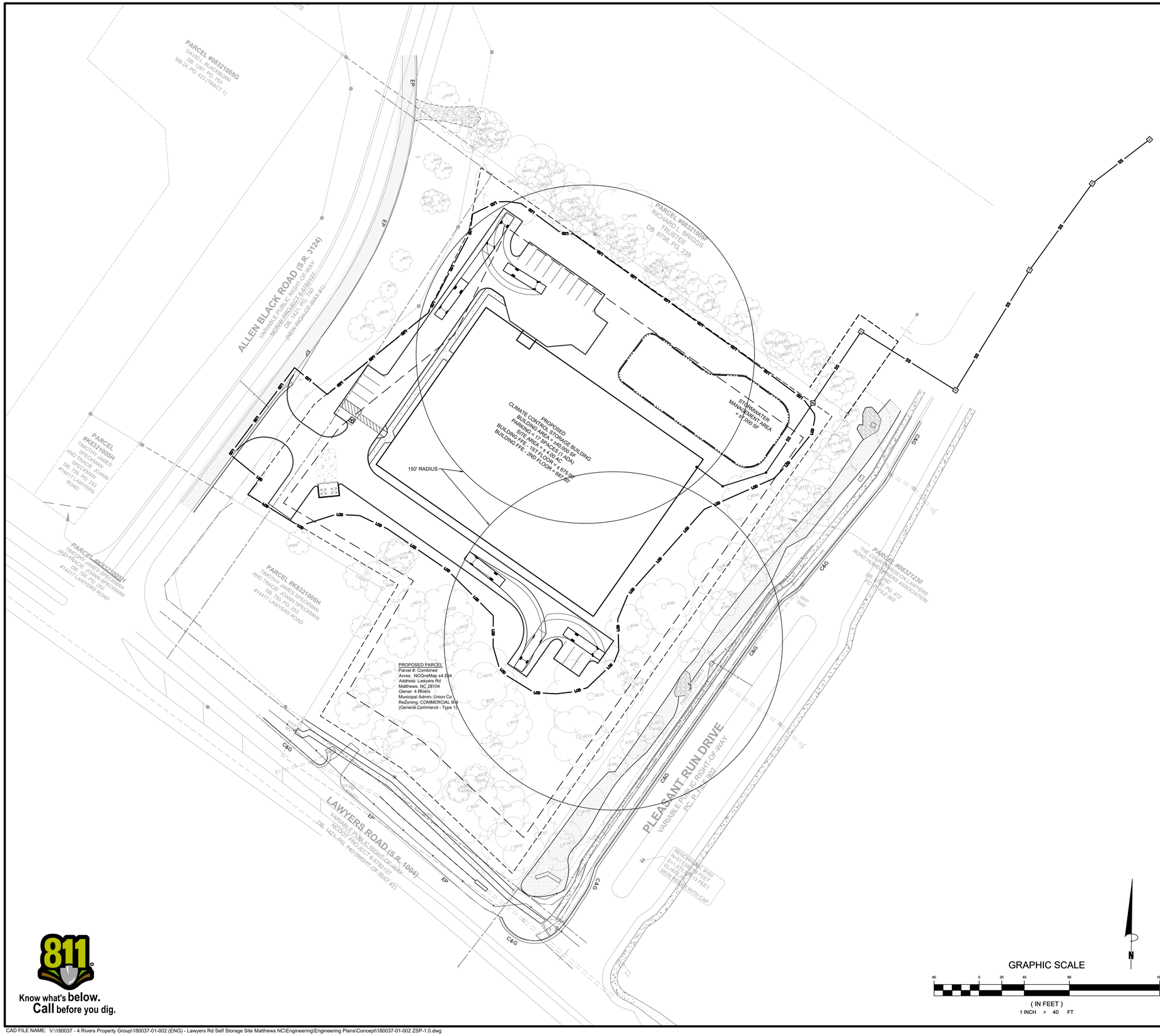
KD DESIGN	KD DRAWN	PL CHKD

JOB NO.: 180037-01-002

DATE: APRIL 16, 2025

SHEET GRADING PLAN

CAD FILE NAME: V:\180037 - 4 Rivers Property Group\180037-01-002 (ENG) - Lawyers Rd Self Storage Site Matthews NC\Engineering\Engineering Plans\Concept\180037-01-002 ZSP-1.0.dwg



VICINITY MAP



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4 RIVERS SELF STORAGE
LAWYERS ROAD
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PLAN STATUS	
DATE	DESCRIPTION
KD DESIGN	KD DRAWN / PL CHKD
JOB NO.: 180037-01-002	
DATE: APRIL 16, 2025	
SHEET	FIRE PLAN

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SHEET	ZSP 1.0 A

CAD FILE NAME: V:\180037 - 4 Rivers Property Group\180037-01-002 (ENG) - Lawyers Rd Self Storage Site Matthews NC\Engineering\Engineering Plans\Concept\180037-01-002 ZSP-1.0.dwg

From:	Max Hsiang
To:	Bjorn Hansen
Subject:	RE: U-6170 widening plans
Date:	Thursday, December 12, 2024 11:12:58 AM
Attachments:	image003.png

WARNING: This email originated from outside of Union County Government, be cautious when clicking on links or opening attachments.

Bjorn,

The council made the decision below at their 8/12/24 meeting.

“Storage Facility on Lawyers Road and Idlewild at I-485 - Council held consensus that it did not like the use for that parcel and wanted Town Manager Sewell to let the County know the Council opposed that use at that location because it did not meet the character of the area. Council also requested that the developers be directed to Stallings annexation and use.”

Minutes: https://www.stallingsnc.org/LinkClick.aspx?fileticket=Bilg8f63Dlg%3d&portalid=0

Max Hsiang, AICP, CZO
Planning & Zoning Director | Town of Stallings
704-821-0315 | mhsiang@stallingsnc.org

From: Bjorn Hansen <bjorn.hansen@unioncountync.gov>
Sent: Thursday, December 12, 2024 10:02 AM
To: Max Hsiang <mhsiang@stallingsnc.org>
Subject: RE: U-6170 widening plans

Max,

Also, now that the rezoning has been submitted, any comments from Stallings are appreciated to go into the staff report.

Bjorn

Bjorn E. Hansen, AICP CTP
Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov
unioncountync.gov

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Public Records law and may be disclosed to third parties. If you are not the intended recipient of this e-mail, please contact the sender immediately.

From: Justin Russell <jrussell@stallingsnc.org>
Sent: Tuesday, December 10, 2024 3:44 PM
To: Bjorn Hansen <bjorn.hansen@unioncountync.gov>; Ghitea, Theo <tghitea@ncdot.gov>; Max Hsiang <mhsiang@stallingsnc.org>
Subject: RE: U-6170 widening plans

WARNING: This email originated from outside of Union County Government, be cautious when clicking on links or opening attachments.

Bjorn,

This is what I could find on U-6170. I do not have a schedule for the project.

Thanks

From: Bjorn Hansen <bjorn.hansen@unioncountync.gov>
Sent: Tuesday, December 10, 2024 10:23 AM
To: Ghitea, Theo <tghitea@ncdot.gov>; Justin Russell <jrussell@stallingsnc.org>; Max Hsiang <mhsiang@stallingsnc.org>
Subject: U-6170 widening plans

Gentlemen,

We just received a rezoning request at the intersection of Allen Black and Lawyers Road. Can you please send the current plans and schedule for the Lawyers Road project so we can include in the rezoning staff report/analysis.

Thanks,

Bjorn

Bjorn E. Hansen, AICP CTP
Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov
unioncountync.gov

Union County Government
500 North Main Street, Suite 70

Monroe, NC 28112

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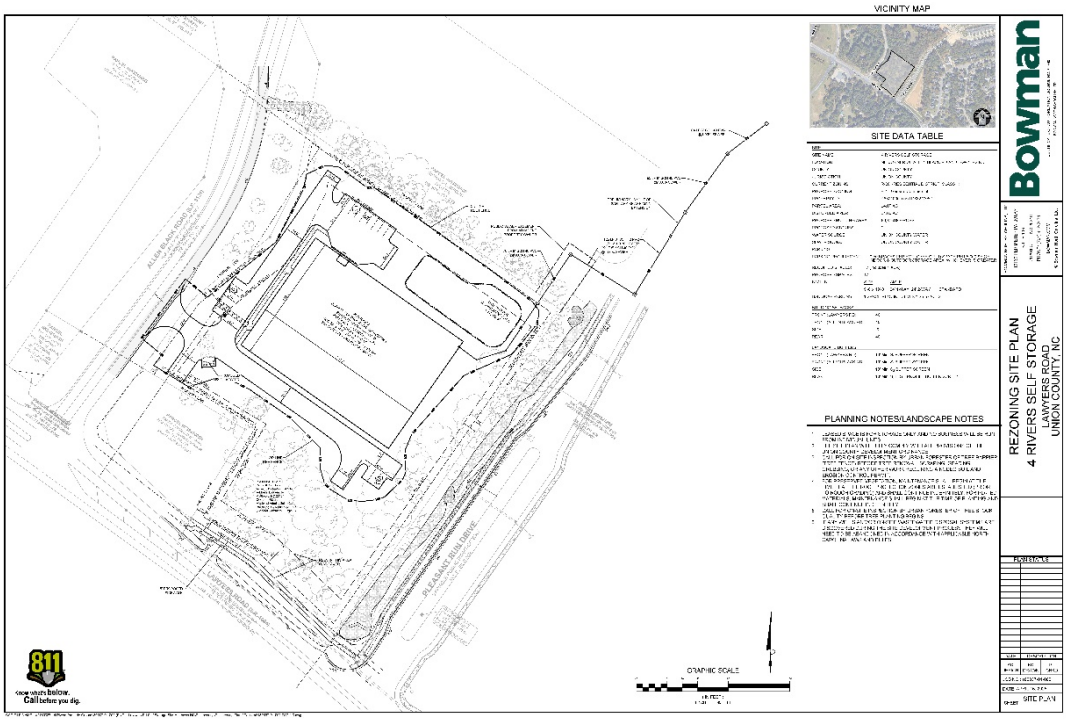
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Planning Staff Report - Rezoning Case # CZ-2024-010
Staff Contact: Bjorn Hansen, Senior Planner

Summary of Request

This case is a request to rezone rezoning two parcels totaling 4.55 acres appearing on the tax map as tax parcels D8321005D and K8321005D in the Vance Township from R-20 to B-4 with Conditions. The rezoning will include the following conditions:

1) Limited to site plan dated April 16, 2025
2) Uses limited to Type 1 storage of up to 80,375 square feet of gross space
3) Parcels will be combined
4) Approximate 0.5 acre portion of parcel D8321005D on the west side of Allen Black Road will not be part of the rezoning
5) Five-year vesting of development rights
6) 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

Owner/Applicant

Owner: Morris Lee Rushing, Jr.
14421 Lawyers Road
Matthews, NC 28104

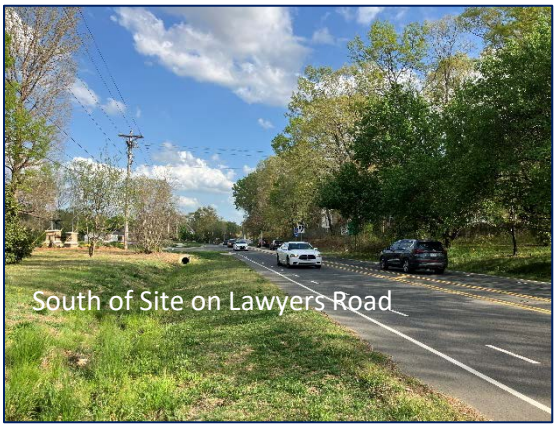
Applicant: 4 Rivers Property Group, LLC
1200 E. Morehead Street
Charlotte, NC 28204

Property Information

Location: On the northeast corner of Lawyers and Allan Black Roads. Location more specifically described as tax parcels D8321005D and K8321005D.



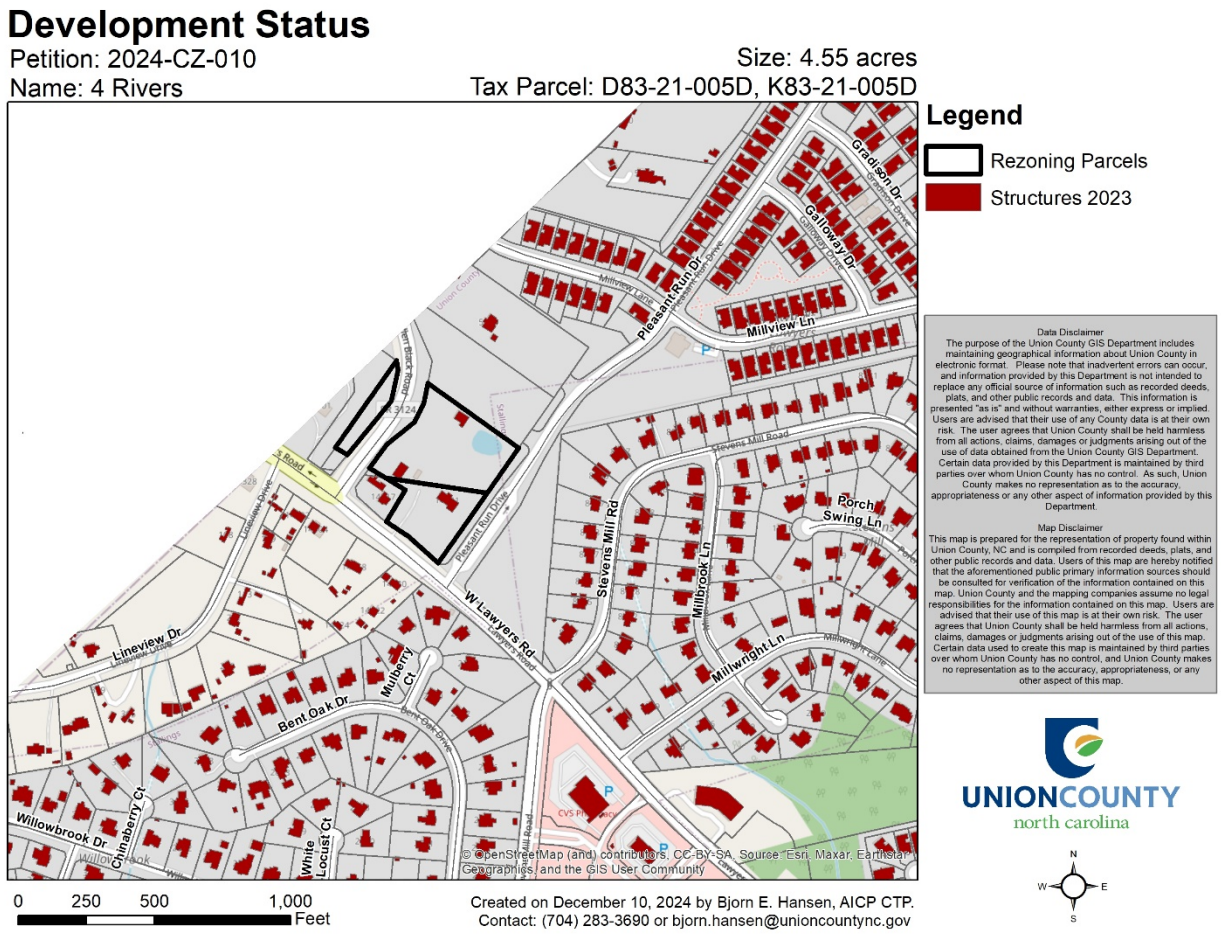






Municipal Proximity: The site is adjacent to the Town of Stallings.

Existing Land Use and Development Status: The parcel is currently zoned R-20 and has one house on the site with a driveway on Lawyers Road.

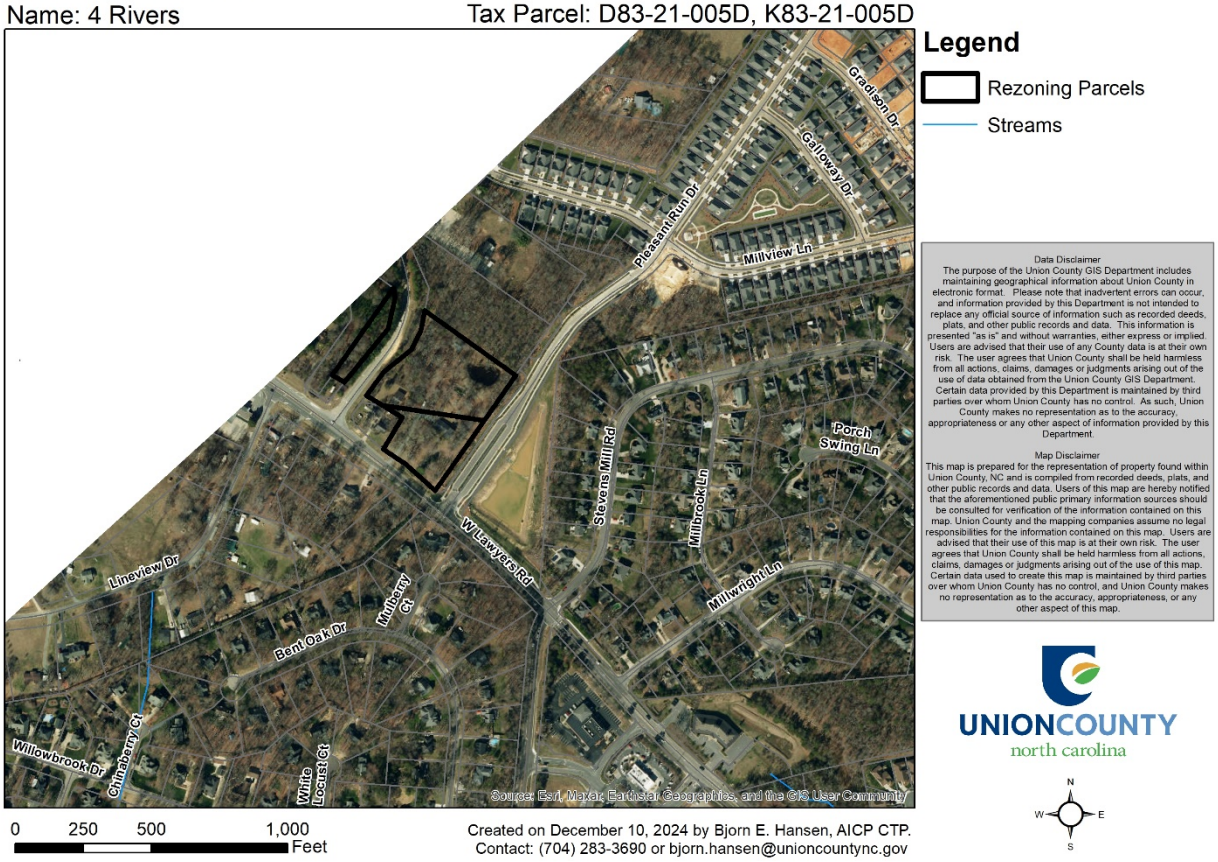


Environmental Features: There are no streams, wetlands, or floodplains on site. The site is forested, and the site plan reflects tree save areas for areas not required to be cleared as part of the development.

Environmental Features

Petition: 2024-CZ-010
Name: 4 Rivers

Size: 4.55 acres
Tax Parcel: D83-21-005D, K83-21-005D

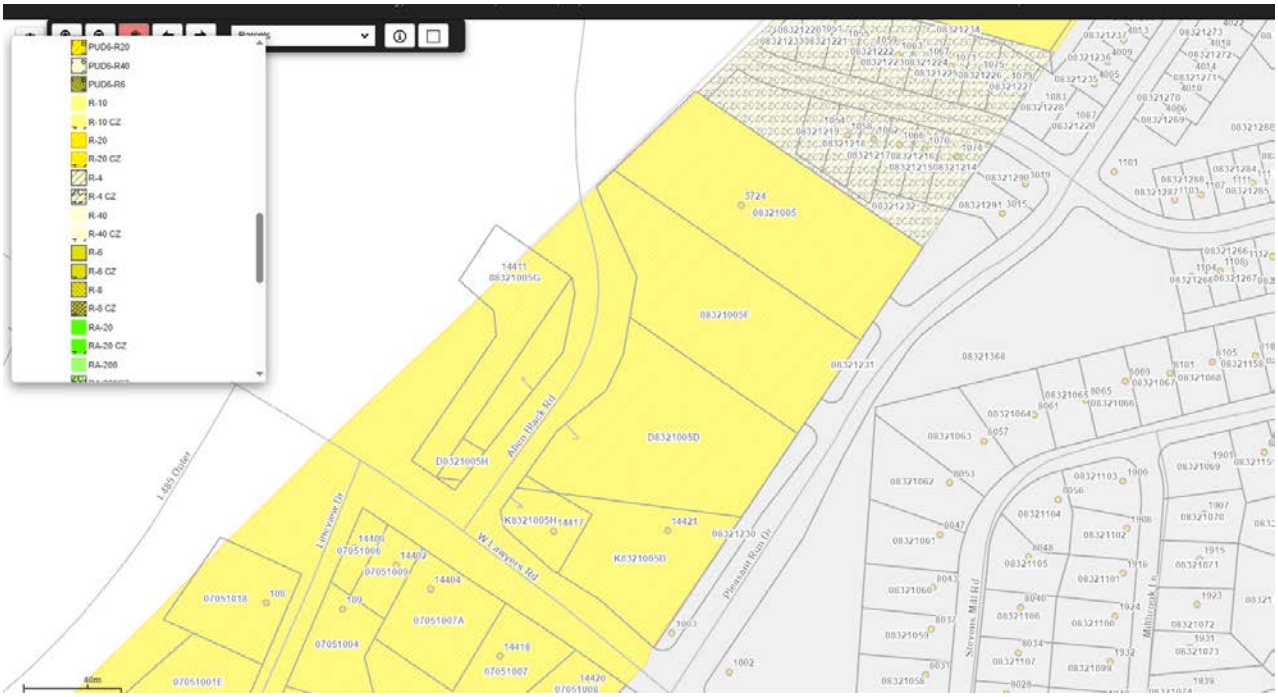


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Utilities: Public water and sewer are available to the site.

Zoning and Land Use History: The parcel site has been zoned R-20 since zoning was initiated. A proposed rezoning a quarter mile east of this site from R-20 to R-4 CZ was withdrawn in 2016, although a later rezoning in 2018 for the same zoning was approved. The shopping center at Stevens Mill and Lawyers Road was rezoned from R-20 to B-2 in 2000, although two other smaller commercial rezonings on the site in 1996 and 1997 were withdrawn and denied, respectively.



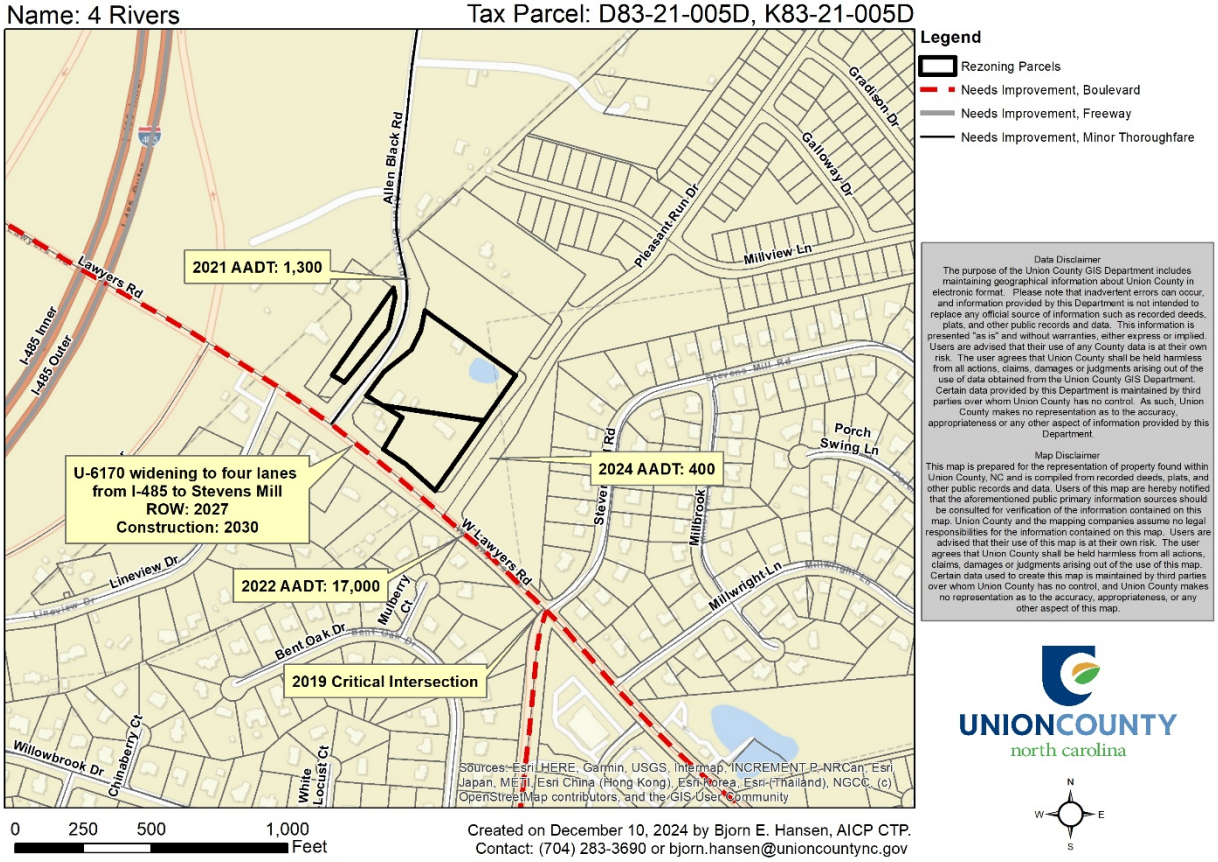
Schools: Because this rezoning is commercial in nature, UCPS was not consulted for comments.

Transportation: This site will have access from Allan Black Road, which carries approximately 1,300 vehicles per day. The site has frontage on Lawyers and Pleasant Run Roads as well. Allan Black and Lawyers Roads are NCDOT-maintained facilities. Pleasant Run Road is maintained by the Town of Stallings. Lawyers Road carries approximately 17,000 vehicles per day and is scheduled for widening in 2030. This site will not impact the design for the project. A traffic impact analysis was not required for this rezoning as this use will generate approximately 120 trips per day.

Transportation

Petition: 2024-CZ-010
Name: 4 Rivers

Size: 4.55 acres
Tax Parcel: D83-21-005D, K83-21-005D



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Created on December 10, 2024 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

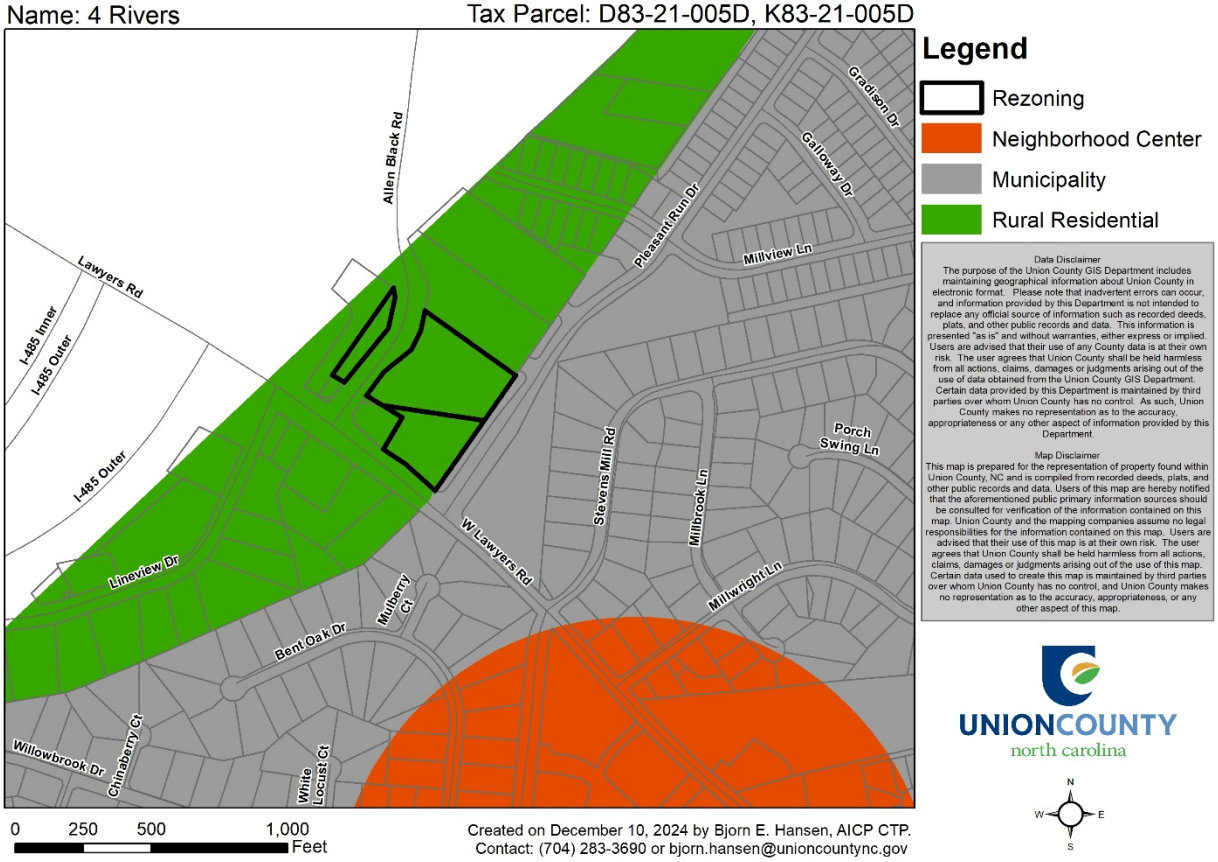
Planning Documents

Union County Comprehensive Plan: The Union County 2050 comprehensive plan identifies this area as a Rural Residential area, with a Neighborhood Center immediately south of the site. Typical Neighborhood Centers range from 30,000 square feet to 125,000 square feet of retail space and have a service area of one to two miles. Key characteristics of a Neighborhood Center include an interconnected street system that provides access to shopping, services, housing and amenities, and a well-connected pedestrian and bicycle network.

Land Use Map

Petition: 2024-CZ-010
Name: 4 Rivers

Size: 4.55 acres
Tax Parcel: D83-21-005D, K83-21-005D



Public and Municipal Comments

Public Comments: A community meeting was held May 21, 2025. A total of seven members of the public attended the meeting, in addition to staff. Residents asked about incorporating an adjacent parcel to clean up the area, lighting, stormwater pond features, and signage. The parcel was not responsive to being included in the development, and that signage and lighting would meet Union County standards, but were not yet finalized. In addition, the pond would have pest control but would not have a fountain. No changes to the site plan were made as a result of the meeting.

Municipal Comments: Stallings was contacted to provide comments. Their town council approved the following decision. "Storage Facility on Lawyers Road and Idlewild at I-485 - Council held consensus that it did not like the use for that parcel and wanted Town Manager Sewell to let the County know the Council opposed that use at that location because it did not meet the character of the area. Council also requested that the developers be directed to Stallings annexation and use."

Land Use Board Recommendation

The Land Use Board reviewed this proposed rezoning at its June 17, 2025, meeting. The Board unanimously recommended approval, citing proximity to a commercial node, I-485, and frontage on three roads.

Staff Comments and Recommendation

This part of Union County is identified for rural residential and agricultural land uses, although there is a Neighborhood Center located south of the site due to the existing commercial site at the intersection of Lawyers and Stevens Mill. This parcel has frontage on three roads, meaning it is less appropriate for residential uses. The center of this Neighborhood Center is not precise, and it is reasonable to consider the influence of this commercial recommendation to be oriented towards 485, meaning a commercial recommendation at this location is consistent with the land use map. **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-2024-010)

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition CZ-2024-010, submitted by 4 Rivers Property Group, LLC, requesting a revision of the Union County Zoning Map by rezoning two parcels totaling 4.55 acres appearing on the tax map as tax parcels D8321005D and K8321005D in the Vance Township from R-20 to B-4 with Conditions.

TO *APPROVE* THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT 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-2024-010 from 4 Rivers Property Group, LLC; and (ii) adopt the consistency and reasonableness statement for denial.

Statements of Consistency and Reasonableness Concerning 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-2024-010) submitted by 4 Rivers Property Group, LLC, requesting a revision of the Union County Zoning Map by rezoning two parcels totaling 4.55 acres appearing on the tax map as tax parcels D8321005D and K8321005D in the Vance Township from R-20 to B-4 with Conditions.

CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2024-010)

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 inconsistent with the currently adopted Union County Comprehensive Plan (the "Plan"). The Board declares that adoption of the proposed map amendment is deemed an amendment to the Plan, including any future land-use map in 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 Plan's Land Use Map (the "Land Use Map") identifies this area as Rural Residential with a Neighborhood Center located at the intersection of Stevens Mill and Lawyers Road. While not specifically identified in the Land Use Map, the subject parcels are less than 1,000 feet from the intersection with the Neighborhood Center, which is a reasonable distance to apply commercial uses close to that previously identified commercial node. The use set forth for this rezoning would be consistent with a use in a Neighborhood Center. Given the close proximity of the Neighborhood Center to the subject parcels, it is reasonable to approve this rezoning and amend the Land Use Map.
2. The subject parcels are within approximately 1,000 feet of an interchange with I-485, meaning traffic volumes along Lawyers Road will reduce the appropriateness for lower-density residential uses as currently identified on the Land Use Map (compared to a commercial use)
3. The parcels front three roads, meaning residential uses would be inappropriate long-term as the area continues to develop, particularly given its close proximity to I-485 and the Neighborhood Center currently identified on the Land Use Map.
4. The use set forth under the conditions would meet Union County development standards.
5. The proposed use is similar to other nearby uses in that it is of a commercial nature rather than residential in nature. There are numerous commercial uses less than 1,000 feet from the subject parcels, including a shopping center.
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 increasing business opportunities in Union County, allowing a property with nearby properties with many uses of a similar class (commercial) to also be allowed to conduct similar non-residential uses on its property, and increasing access to a commercial use and service to nearby residents. 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-2024-010)

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 Plan's Land Use Map identifies this area as Rural Residential, with a Neighborhood Center located less than 1,000 feet away at the intersection of Stevens Mill and Lawyers Road. The proposed business/commercial designation is not consistent with residential or agricultural uses for which rural residential areas are intended.
2. Allen Black Road, adjacent to one of the subject parcels, transitions to residential uses immediately beyond Lawyers Road. The proposed rezoning will facilitate potential future business uses in close proximity to existing residential uses in manners inconsistent with the Plan.

ORDINANCE APPROVING REVISION TO THE OFFICIAL ZONING MAP OF UNION COUNTY, NORTH CAROLINA

WHEREAS, the Union County Board of County Commissioners (the "Board") heretofore enacted the "Unified Development Ordinance of Union County, North Carolina," including any amendments thereto (the "UDO") and the official Union County Zoning Map ("Zoning Map"); and

WHEREAS, Union County has received a rezoning petition (CZ-2024-010) submitted by 4 Rivers Property Group, LLC (the "Applicant"), for a revision of the Union County Zoning Map by rezoning two parcels totaling 4.55 acres appearing on the tax map as tax parcels D8321005D and K8321005D in the Vance Township from R-20 to B-4 with Conditions; and

WHEREAS, the Union County Land Use Board considered and made a recommendation concerning approval or denial of the Rezoning Petition; and

WHEREAS, the Board has determined that approval of the Rezoning Petition and rezoning the subject parcels from R-20 to B-4 with Conditions is reasonable and in the public interest, including for those reasons set forth in the contemporaneously adopted consistency and reasonableness statement.

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

1. The Zoning Map is hereby amended by rezoning the parcels appearing on the tax map as tax parcels D8321005D and K8321005D in the Vance Township from R-20 to B-4 with Conditions.

2. The conditions accepted by the Applicant are hereby approved and incorporated into the B-4 with Conditions rezoning of the parcels.

3. This ordinance is effective upon adoption.

Adopted this _____ day of _____, 2025.

_____

Chair, Union County Board of Commissioners

File #: 25-411 **Agenda Date:** 7/14/2025

TITLE:

Conduct Public Hearing for Rezoning Petition 2025-CZ-003 TKC Land

INFORMATION CONTACT:

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

ACTION REQUESTED:

Conduct public hearing for proposed rezoning.

If the Board wishes to take action at the meeting tonight consider the following:

TO APPROVE THE PROPOSED AMENDMENT
Motion

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

TO DENY THE PROPOSED AMENDMENT
Motion

Deny rezoning petition 2025-CZ-003 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:

None

BACKGROUND:

This case is requesting to rezone one parcel totaling 4.204 acres appearing on the tax map as tax parcel 04-015-003 at 5501 Pageland Highway from RA-40 to B-4 with Conditions. The rezoning will include the following conditions:

1) Limited to site plan dated April 25, 2025
2) Uses limited to retail sales of up to 12,668 square feet of gross floor area
3) Owner will construct improvements to US 601 as required by NCDOT
4) Five-year vesting of development rights
5) Development will meet all requirements of the Union County Unified Development Ordinance as of the date of approval

The Land Use Board unanimously recommended approval at its June 17, 2025, meeting.

FINANCIAL IMPACT:

None

dotloop signature verification: dtlp.us/iqf2-f8t2-CA4L

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 5501 Pageland Hwy City Monroe State NC Zip 28112

Tax Parcel ID 04015003 Current Zoning Designation RA-40 Total Acres 4.2 Acres

Proposed Zoning Designation B-4 Date Submitted 2-19-25

Contact Information

Applicant Name TKC CCCXLI, LLC

Address 4500 Cameron Valley Pkwy, Suite 400 City Charlotte State NC Zip 28211

Phone 704-365-6000 Fax _____ Email _____

Property Owner Name Karen Holshouser, Susan Mangum, Kenneth Ray Holshouser, Heather McDonald Tritt, & Guardian of Charlene Johnson

Address 1917 G.B. Hill Rd City Monroe State NC Zip 28110

Phone 704-219-1275 Fax _____ Email kehols@aol.com

Applicant's Certification

Signature _____ Date 11/14/25 Kenneth R. Beuley, Authorized Member

Printed Name/Title

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

Signature _____ Date _____ Printed Name/Title _____

Union County Office Use Only:

Case Number: 2025-CZ-003 Date Received: 2-19-25

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

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

dotloop signature verification: dtlp.us/iqf2-f8t2-CA4L

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

Signature	Date	Printed Name/Title
Karen Holshouser	1-9-25	Karen Holshouser
Susan B. Marqum	1-9-25	Susan G. Griffin
Kenneth Holshouser	1-9-25	Kenneth Holshouser
Heather M Tritt dotloop verified 01/13/25 1:02 PM EST OSIL-0VIQ-15DL-LNYZ		Heather McDonald Tritt, Guardian of Charlene Johnson

THE KEITH CORPORATION

February 13, 2025

Union County Planning Department
Attn: Bjorn Hansen
500 North Main Street, Suite 70
Monroe, NC 28112

RE: TKC Land Development II, LLC
Conditional Zoning Amendment

Dear Mr. Hansen:

I am attaching a copy of the application for the Conditional Zoning Amendment and digital copy of the site plan. Also included is a check for $1,000.00 for the application fee.

TKC Land Development II, LLC requests an amendment to the current zoning of RA-40 to B-4 for the construction of a retail store. As a result of the pre-application meeting we will be making an application to the DOT for the controlled access revision.

We therefore request that this application be approved. Should you have any questions please do not hesitate to contact me.

Best,

Taryn Stetson

Real Estate Development/Brokerage/ Management Services
4500 Cameron Valley Pkwy, Suite 400 • Charlotte, North Carolina 28211
Telephone 704-365-6000 • Facsimile 704 365-0733 • www.thekeithcorp.com

PRELIMINARY SITE PLAN

CITY,STATE - STREET: Monroe, NC - 5501 Pageland Highway

PROTOTYPE:	D	DEVELOPER		DESIGNER		DATE:
BLDG/SALES SF:	12,668 / 10,387	COMPANY:	The Keith Corporation	COMPANY:	Kimley-Horn	04/25/2025
ACREAGE:	4.19 TOTAL	NAME:	Beth Godfrey	NAME:	Megan Fitzsimmons, P.E.	
PARKING SPACES:	40	PHONE #:	(704) 942-5477	PHONE #:	(704) 954-7482	

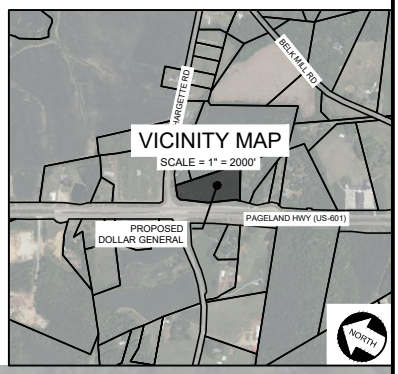
PRELIMINARY SITE PLAN

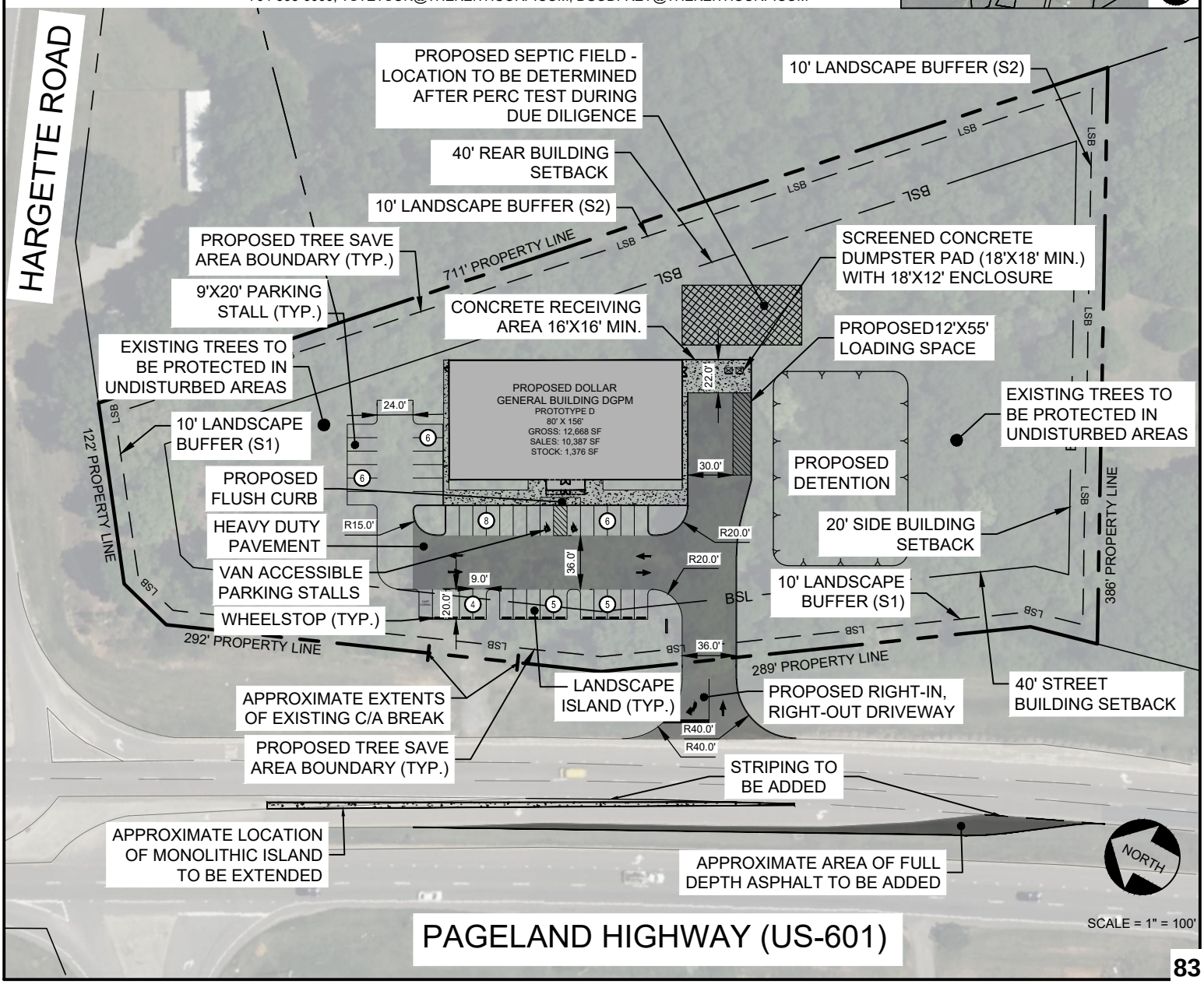
SITE NOTES

1. SITE IS LOCATED IN UNION COUNTY, NC AND IS ZONED RA-40. REZONING WILL BE REQUIRED FOR THE PROPOSED USE.
2. SITE PLAN WILL FULLY COMPLY WITH ALL OF THE PROVISIONS OF THE UNION COUNTY DEVELOPMENT ORDINANCE
3. ACCORDING TO UNION COUNTY PUBLIC WORKS, WATER IS ACCESSIBLE TO THIS SITE ALONG HARGETTE ROAD AND SANITARY SEWER IS NOT AVAILABLE. A SEPTIC SYSTEM IS PROPOSED IN PLACE OF THE COUNTY SANITARY SEWER CONNECTION. THE DEVELOPER IS EXPECTED TO INSTALL TAP(S) UNDER UNION COUNTY WATER INSPECTION AFTER APPROVAL. SUBMITTAL OF DEVELOPMENT SKETCH PLAN WILL START PROCESS FOR WATER SERVICE REQUEST.
4. ONSITE LANDSCAPING SHOULD FOLLOW UNION COUNTY LANDSCAPING, SCREENING, AND LIGHTING REQUIREMENTS IN ARTICLE 55 OF THE UNION COUNTY DEVELOPMENT ORDINANCE.
5. PROPOSED LANDSCAPE ISLANDS ARE REQUIRED TO HAVE A MINIMUM 1 SHADE TREE AND 4 SHRUBS. SOIL TO BE REPLACED WITH GARDEN SOIL TO A DEPTH OF 2 FT.
6. EXISTING TREES TO ONLY BE CLEARED IF NECESSARY.

SITE DATA

NAME OF DEVELOPMENT:	DOLLAR GENERAL MONROE, NC
PHYSICAL STREET ADDRESS:	5501 PAGELAND HWY, MONROE, NC 28112
PARCEL NUMBER:	04015003
EXISTING ZONING:	RA-40
PROPOSED ZONING:	B-4
TOTAL ACRES OF PARCEL:	4.2 ACRES
TOTAL DISTURBED AREA:	4.2 ACRES
REQUIRED PARKING:	32 SPACES (1 PER 400 SF GFA)
PROPOSED PARKING:	39 SPACES (2 HANDICAP)
OWNER CONTACT INFO:	TKC LAND DEVELOPMENT II, LLC 704-365-6000, TSTETSON@THEKEITHCORP.COM, BGODFREY@THEKEITHCORP.COM
ENGINEER CONTACT INFO:	KIMLEY-HORN 980-771-2918, KYLE.KARABIAC@KIMLEY-HORN.COM
DEVELOPER CONTACT INFO:	TKC LAND DEVELOPMENT II, LLC 704-365-6000, TSTETSON@THEKEITHCORP.COM, BGODFREY@THEKEITHCORP.COM





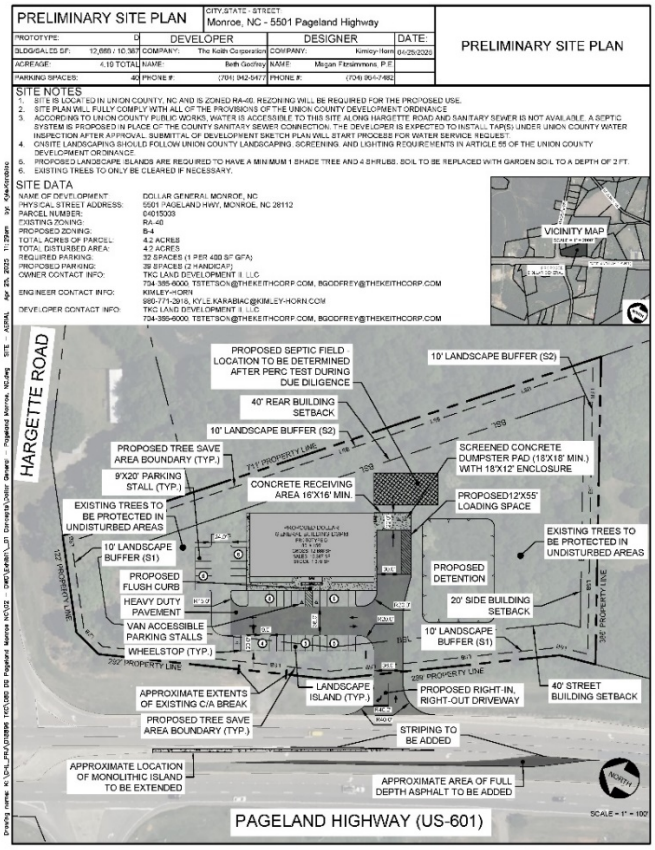
Drawing name: K:\CHL_PRJ\018896 TKC\080 DG Pageland Monroe NC\02 - DWG\Exhibit_01 Concepts\Dollar General - Pageland Monroe, NC.dwg SITE - AERIAL Apr 25, 2025 11:29am by: Kyle.Karabiac

Planning Staff Report - Rezoning Case # CZ-2025-003
Staff Contact: Bjorn Hansen, Senior Planner

Summary of Request

This case is requesting to rezone one parcel totaling 4.204 acres appearing on the tax map as tax parcel 04-015-003 in the Buford Township from RA-40 to B-4 with Conditions. The rezoning will include the following conditions:

1) Limited to site plan dated April 25, 2025
2) Uses limited to retail sales of up to 12,668 square feet of gross floor area
3) Owner will construct improvements to US 601 as required by NCDOT
4) Five-year vesting of development rights
5) Development will meet all requirements of the Union County Unified Development Ordinance as of the date of approval



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

unioncountync.gov

Owner/Applicant

Owner: Karen Holshouser, Susan Mangum, Kenneth Ray Holshouser, Heather McDonald Tritt, and Guardian of Charlene Johnson
1917 G.B. Hill Road
Monroe, NC 28110

Applicant: TKC CCCXLI, LLC
4500 Cameron Valley Parkway, Suite 400
Charlotte, NC 28211

Property Information

Location: On the southeast corner of Hargette Road and US 601. Location more specifically described as tax parcel 04-015-003.



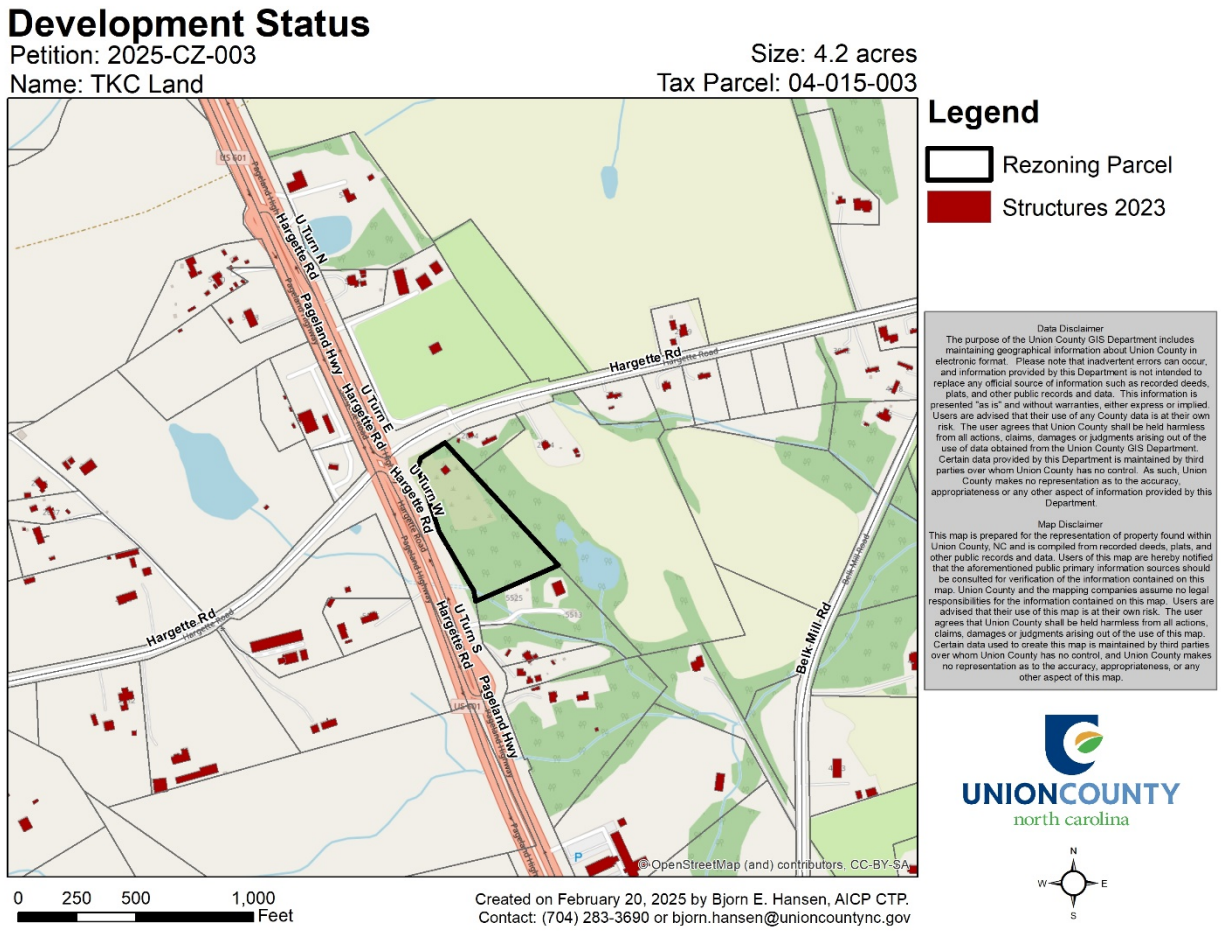






Municipal Proximity: The site is more than six miles from the City of Monroe's Extra-Territorial Jurisdiction (ETJ).

Existing Land Use and Development Status: The parcel is currently zoned RA-40. The site is forested and undeveloped.



Environmental Features: There are no streams, wetlands, or floodplains on site. The site is forested, and the site plan reflects tree save areas for areas not required to be cleared as part of the development.

Environmental Features

Petition: 2025-CZ-003
Name: TKC Land

Size: 4.2 acres
Tax Parcel: 04-015-003



Legend

- Rezoning Parcel
- Streams
- Wetlands Areas
- 500 Year Flood Plain

Data Disclaimer
The purpose of the Union County GIS Department includes maintaining geographical information about Union County in electronic format. Please note that inadvertent errors can occur, and information provided by this Department is not intended to replace any official source of information such as recorded deeds, plats, and other public records and data. This information is presented "as is" and without warranties, either express or implied. Users are advised that their use of any County data is at their own risk. The user agrees that Union County shall be held harmless from all actions, claims, damages or judgments arising out of the use of data obtained from the Union County GIS Department. Certain data provided by this Department is maintained by third parties over whom Union County has no control. As such, Union County makes no representation as to the accuracy, appropriateness or any other aspect of information provided by this Department.

Map Disclaimer
This map is prepared for the representation of property found within Union County, NC and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. Union County and the mapping companies assume no legal responsibilities for the information contained on this map. Users are advised that their use of this map is at their own risk. The user agrees that Union County shall be held harmless from all actions, claims, damages or judgments arising out of the use of this map. Certain data used to create this map is maintained by third parties over whom Union County has no control, and Union County makes no representation as to the accuracy, appropriateness, or any other aspect of this map.

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Created on February 20, 2025 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

Utilities: Public water is available to the site, but sewer is not available. The site will utilize septic service.

Zoning and Land Use History: The parcel site has been zoned RA-40 since zoning was initiated. The truck stop immediately west of this site was rezoned from R-20 to B-3 in 1981. A 1.46 acre parcel approximately one-half mile east of the site was rezoned from R-40 to RA in 1986. A four acre parcel approximately a half mile south of the site was proposed for rezoning from RA-40 to B-4 in 1996 but was denied. The parcel immediately east of the site received a special use permit in 1981 to located a mobile home on site.



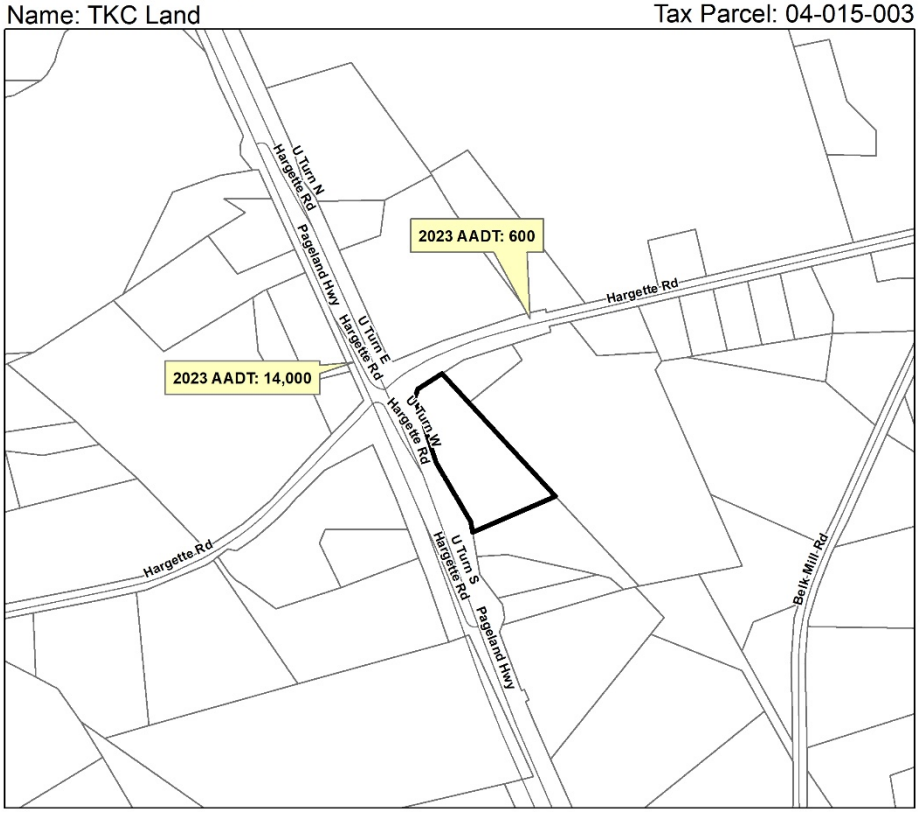
Schools: Because this rezoning is commercial in nature, UCPS was not consulted for comments.

Transportation: This site will have access from US 601. Because of the lack of transition for traffic looking to make a U-turn to travel south on US 601, the NCDOT has required extending the median to force vehicles to travel north on US 601 to the next U-turn, approximately ¾ of a mile to the north. Both US 601 and Hargette Road are NCDOT-maintained facilities. US 601 carries approximately 14,000 vehicles per day and Hargette Road carries approximately 600 vehicles per day. There are no funded road improvement projects in the immediate vicinity of the rezoning. A traffic Impact Analysis was not required for this rezoning. The proposed use would generate approximately 700 turning movements into the site. Approximately 20% of these trips are considered pass-by, meaning the vehicles were already travelling past the site.

Transportation

Petition: 2025-CZ-003
Name: TKC Land

Size: 4.2 acres
Tax Parcel: 04-015-003



Legend

Rezoning Parcel

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UNIONCOUNTY
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Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

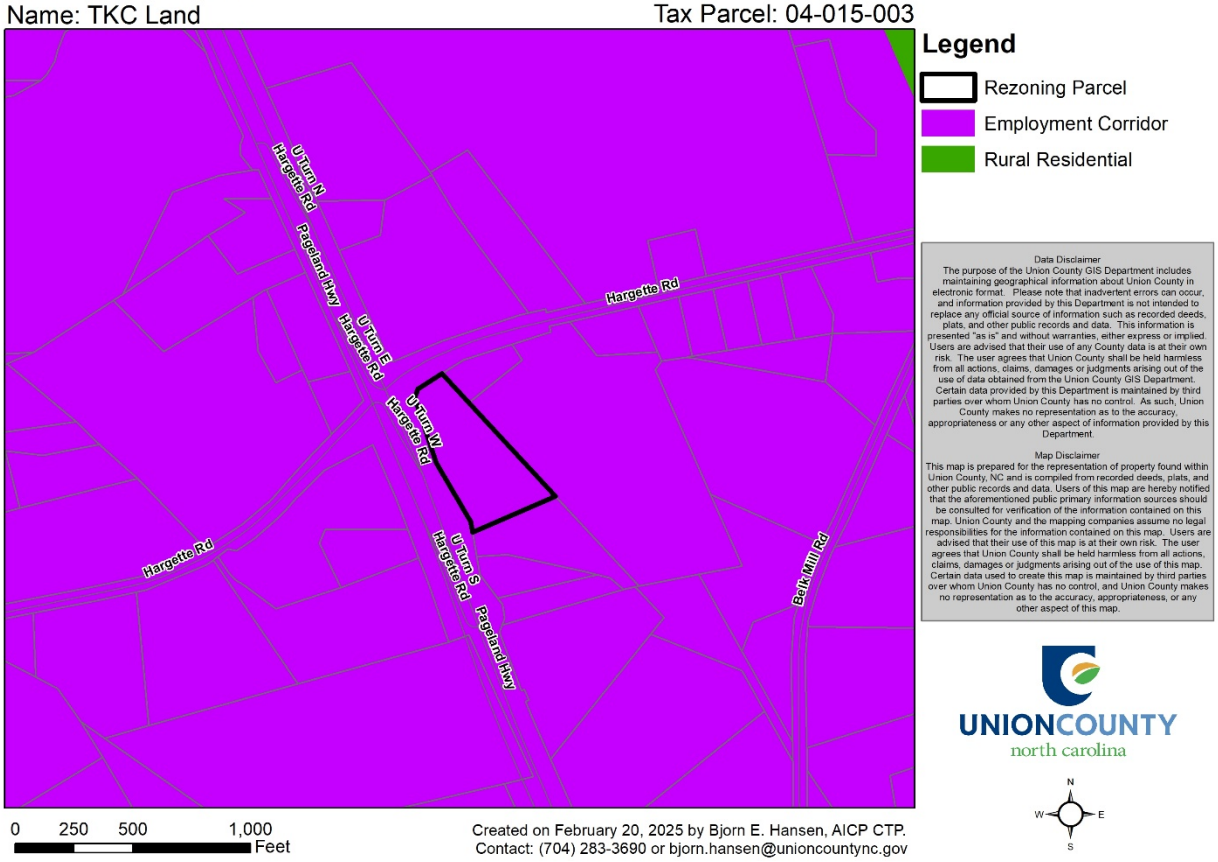
Planning Documents

Union County Comprehensive Plan: The Union County 2050 comprehensive plan identifies this area as an Employment Corridor overlaid upon Rural Residential. The proposed retail is therefore considered appropriate, although the amount of retail should be limited due to traffic impacts along the corridor.

Land Use Map

Petition: 2025-CZ-003
Name: TKC Land

Size: 4.2 acres
Tax Parcel: 04-015-003



Created on February 20, 2025 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 held May 28, 2025. One resident attended and was supportive of the project. No changes were made to the site plan as a result of this meeting. Two people spoke in favor of the rezoning at the Land Use Board meeting.

Municipal Comments: Monroe was not consulted for comments due to the distance to their municipal limits.

Land Use Board Recommendation

The Land Use Board reviewed this proposed rezoning at its June 17, 2025, meeting. They unanimously recommended approval, noting consistency with the land use map and benefit to nearby residents.

Staff Comments and Recommendation

This part of Union County is identified for employment uses as an overlay over rural residential and agricultural land uses. The rezoning proposes retail uses, which are appropriate is limited frequency, are appropriate for this part of the corridor. The proposed site plan meets the unified development ordinance and are consistent with the adopted plan. **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-2025-003)

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition CZ-2025-003, submitted by TKC CCCXLI, LLC, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 4.204 acres appearing on the tax map as tax parcel 04-015-003 in the Buford Township from RA-40 to B-4 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-2025-003 from TKC CCCXLI, LLC; 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-2025-003) submitted by TKC CCCXLI, LLC, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 4.204 acres appearing on the tax map as tax parcel 04-015-003 in the Buford Township from RA-40 to B-4 with Conditions.

CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN) (CZ-2025-003)

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 Plan's Land Use Map identifies this area as Rural Residential with an Employment Corridor overlay. The Plan provides that a variety of employment uses may be appropriate along these corridors. Dependent on location and adjacent facilities, the Plan sets forth that development uses that may be appropriate include distribution, logistics, aeronautics, industrial and agri-business. Retail uses, while not specifically listed in the non-exhaustive list of potential uses in the Employment Corridor overlay, would be complementary with other employment uses and consistent with the uses contemplated in an Employment Corridor in the Plan.
2. The parcel fronts two roads, meaning a commercial use would be more appropriate considering traffic noise and buffering.
3. There is an existing commercial use at this intersection, making another commercial use consistent with an established use in the immediate area.
4. The use set forth under the conditions would meet Union County development standards.

CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2024-010)

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 Plan's Land Use Map identifies this area as an Employment Corridor and such areas should be preserved for industrial and other recommended uses. While a variety of employment uses are noted as consistent with an Employment Corridor, the Plan specifically identifies such uses to include distribution, aeronautics, industrial, and agri-business uses. The retail type of use contemplated here is too different from the uses set forth in the Plan as contemplated in an Employment Corridor.
2. Continued and future allowed commercial and retail uses on the along the corridor 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.

ORDINANCE APPROVING REVISION TO THE OFFICIAL ZONING MAP OF UNION COUNTY, NORTH CAROLINA

WHEREAS, the Union County Board of County Commissioners (the "Board") heretofore enacted the "Unified Development Ordinance of Union County, North Carolina," including any amendments thereto (the "UDO") and the official Union County Zoning Map ("Zoning Map"); and

WHEREAS, Union County has received rezoning petition (CZ-2025-003) submitted by TKC CCCXLI, LLC (the "Applicant") for a revision of the Union County Zoning Map by rezoning one parcel totaling 4.204 acres appearing on the tax map as tax parcel 04-015-003 in the Buford Township from RA-40 to B-4 with Conditions; and

WHEREAS, the Union County Land Use Board considered and made a recommendation concerning approval or denial of the Rezoning Petition; and

WHEREAS, the Board has determined that approval of the Rezoning Petition and rezoning the subject parcels from RA-40 to B-4 with Conditions is reasonable and in the public interest, including for those reasons set forth in the contemporaneously adopted consistency and reasonableness statement.

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

1. The Zoning Map is hereby amended by rezoning the parcel appearing on the tax map as tax parcel 04-015-003 in the Buford Township from RA-40 to B-4 with Conditions.

2. The conditions accepted by the Applicant are hereby approved and incorporated into the B-4 with Conditions rezoning of the parcel.

3. This ordinance is effective upon adoption.

Adopted this _____ day of _____, 2025.

_____

Chair, Union County Board of Commissioners

File #: 25-424 **Agenda Date:** 7/14/2025

TITLE:

Public Hearing - Step 4 Economic Development Incentive Grant Request to Confidential Company (Project Seven)

INFORMATION CONTACT:

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

ACTION REQUESTED:

Conduct Public Hearing.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Economic Development Department requests the consideration of a Step 4 Economic Development Incentive Grant in an amount not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028.

Conversations with Confidential Company began in early 2025 regarding the possible location in Union County of a $200 Million advanced manufacturing facility. Capital investment includes the construction of new buildings and the purchase and installation of sophisticated manufacturing equipment.

The name of the confidential company will be announced upon the award of potential economic development grants from the State of North Carolina.

Based on the anticipated capital investment, it is proposed that the Board award a Step 4 Economic Development Incentive Grant in an amount-not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028. The value of the incentive grant will be based upon appraised value each year as appraised by the Union County Tax Administration Office. This grant is based on the company's projected investment of $200,000,000 in new construction and the installation of related processing equipment over the grant period, but not less than $2,000,000. Based on its projected investment in Union County, the current tax rate, and assuming a consistent assessed value with no depreciation, the company will pay estimated ad valorem taxes on the new taxable investment in the amount of $6,078,800 over the grant period. Actual tax revenue for the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

The grant is also contingent upon the company creating 25 new full-time jobs.

FINANCIAL IMPACT:

The project, if brought to Union County, would have an economic development incentive grant in an amount-not-to-exceed $4,860,000 but would generate approximately $6,078,800 over the 7-year grant period. Actual tax revenue to the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

File #: 25-449 **Agenda Date:** 7/14/2025

TITLE:

Public Communications Department Earns State, National, and International Awards

INFORMATION CONTACT:

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

ACTION REQUESTED:

Recognize the Public Communications team for earning seven prestigious awards at the state, national, and international levels.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Within a span of 2.5 months this spring, Union County's Public Communications Department was recognized with seven prestigious awards at the state, national, and international levels, highlighting the County's commitment to effectively communicating with residents in creative and strategic ways.

Awards Include:

International Recognition - The Communicator Awards

In May, Union County earned two Communicator Awards from the Academy of Interactive & Visual Arts, one of the largest international competitions celebrating creative excellence:

- Award of Excellence in General Government for the Charters of Freedom Displays Unveiled video <https://www.youtube.com/watch?v=HObifaFcfr4>
- Award of Distinction for Government Campaign for the Lead Prevention <https://www.unioncountync.gov/government/departments-a-e/environmental-health/healthy- campaign (*in partnership with Environmental Health*)

National Recognition - National Association of Counties (NACo) Achievement Awards

In June, NACo honored Union County with two awards for innovative and effective county programs:

- Health Category: *Lead Safe Campaign <https://www.unioncountync.gov/government/departments-a-e/environmental-health/healthy-* (*in partnership with Environmental Health*)
- Civic Education and Public Information Category: *Meet Us Monday* social media campaign.

State Recognition - NC City & County Communicators (NC3C) Excellence in Communication Awards

Union County was among 27 jurisdictions recognized at the NC3C annual conference in April, earning three awards:

- Graphic Design: UC At a Glance infographic <https://www.unioncountync.gov/home/showdocument?id=9290>

- Website: Union County Water website <https://www.unioncountywater.org/home> (*in partnership with Water*)
- Brochure: *Transportation Riders Guide <https://www.unioncountync.gov/home/showpublisheddocument/9038/638811665664770000>* (*in partnership with Transportation*)

FINANCIAL IMPACT:

None.

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

File #: 25-458 **Agenda Date:** 7/14/2025

TITLE:

Contract Renewal - Records Management Software

INFORMATION CONTACT:

Crystal Gilliard, Register of Deeds, 704-283-3794

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:

June 1, 2020, Regular Meeting, Agenda Item #4 - Approved Contract

BACKGROUND:

Logan Systems, Inc. provides land and vital records data management services to the Union County Register of Deeds. The professional services that Logan Systems, Inc. provides include all necessary hardware, software, training, and support and provides security back-up for all our land record data. Logan Systems, Inc. writes its own application software with input from users and allows for system customization at no additional charge.

The Register of Deeds Office has utilized the contractual services of Logan Systems, Inc. for Records Management Software since 1993. The contractor has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional five years. The Department will collaborate with Procurement to explore solicitation options near the end of the term.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $237,600. Since this contract contains a five-year term, a total of $1,188,000 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

MASTER LICENSE, MAINTENANCE AND SERVICES AGREEMENT

THIS MASTER LICENSE, MAINTENANCE AND SERVICES AGREEMENT ("**Agreement**") between LOGAN SYSTEMS, INC. ("**Logan Systems**"), UNION COUNTY (the "**Locality**" or the "Customer") "is made and entered into on the 1st day of July, 2025 (the "**Effective Date**"). "Clerk/ROD" shall refer to the Union County Register of Deeds.

Pursuant to the terms outlined below, Logan Systems agrees to provide the software license, support and maintenance, and professional services to the Customer (as defined above) for the management of the permanent land and other related records maintained by the Customer.

I. Terms and Conditions

1. Definitions.

1.1. "**Access**" means the connection to and use of the Software.

1.2. "**Claim(s)"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

1.3. "**Confidential Information**" has the meaning set forth in Section 13.1.

1.4. "**Customer Data**" means any electronic data or information originating from the Clerk/ROD which the Customer utilizes, uploads, processes and/or stores in conjunction with the Customer's use of the Software. By way of example, Customer Data may be information the Clerk/ROD inputs that satisfies specific data field requirements in the Software.

1.5. "**Deliverable**" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to the Customer under this Agreement as set out in the applicable Proposal Letter.

1.6. "**Go-Live**" means the day the Software is operational on the Hardware and available for day forward use by the Customer in the production environment.

1.7. "**Hardware**" has the meaning set forth in Section 3.

1.8. "**Intellectual Property Rights**" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

1.9. "**Product**" means Software or hardware, and may also include third party software and documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information related to the Logan Systems software or hardware.

1.10. "**Proposal Letter**" means the document setting out the Software and Services being purchased.

1.11. "**Operational System and Database**" means the necessary operating system licenses, both for servers and individual units, including any server seat licenses.

1.12. "**Service(s)**" means those certain services set forth in the Proposal Letter.

1.13. "**Software**" means the proprietary Logan Systems software (in object code format only) and related documentation that is identified in any mutually agreed upon Proposal Letter.

1.14. "**Territory**" means the United States of America.

1.15. "**User(s)**" means the users who are employees or authorized contractors of the Customer or members of the public who use the terminals at the Customer's office to complete a search and/or view or print records.

2. License.

2.1. License. Logan Systems grants the Customer a limited, non- transferable, non-exclusive license to use (the "**License**") the Software solely for the purposes specified in the Proposal Letter and Proposal Attachment, which are attached and incorporated herein by reference. Only the Customer, its employees or authorized independent contractors, and the Customer's Users, as applicable, may Access the Software. Additional terms and conditions may be provided with new Products or with an update, release, or upgrade.

2.2. Prohibited Uses. The Customer and each User may not:

2.2.1. transfer all or any portion of the Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Customer or affiliates of the Customer;

2.2.2. reinstall or use the Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Logan Systems;

2.2.3. attempt to circumvent any technical devices of the Software that are directed at, or have the effect of, enforcing the terms of this Agreement;

2.2.4. make copies of the Software other than for backup, training, testing or other internal support reasons (unless prior written approval from Logan Systems has been obtained);

2.2.5. modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to the Customer;

2.2.6. remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Software, the media on which it is contained, or related data, documentation or other materials;

2.2.7. market, sell, lend, rent, lease, or otherwise distribute the Software; or

2.2.8. be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3. Hardware.

3.1. Designated Hardware. Customer agrees to operate the Software on hardware (the "**Hardware"**) meeting or exceeding the requirements as specified in a Proposal Letter or recommended by Logan Systems. Where mutually agreed to by the parties Logan Systems may provide Customer with hardware.

3.2. Customer Operations. Where the Customer provides hardware, Customer acknowledges and agrees that the License is restricted to Customer operations only, and that the Software may not be installed on hardware not owned and operated by Customer or Customer's third-party hardware provider.

3.3. Hardware Provided by the Customer. Where the Customer provides all necessary hardware, the Customer will provide Logan Systems with a list of possible hardware solutions for approval by Logan Systems. If there is a disagreement as to what hardware to purchase, both parties will work in good faith to resolve the

differences keeping in mind cost considerations for the Customer and performance objectives for Logan Systems.

3.4. Virtual Servers. Where the Customer provides hardware, Logan Systems acknowledges that the Customer may use virtualized servers for the Customer's office applications.

4. Professional Services.

4.1. Professional Services. For new Day Forward Customers, Logan Systems shall provide professional services (the "**Professional Services**") as described in Proposal Letter to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Proposal Letters. Subject to the mutual agreement of the parties in a Proposal Letter, Logan Systems personnel will perform these Professional Services at the rate and charges set forth in such Proposal Letter.

5. Customer Obligations.

5.1. Operating System and Database Licenses. If Customer provides Hardware, the Customer will provide all necessary Operating System and Database Licenses, both for servers and individual units, including any server seat licenses. If the parties agree to change operating systems during the term of this Agreement or any subsequent Renewal, the Customer will continue to provide these licenses.

5.2. Anti-Virus Licenses and Protection. The Customer will provide all anti-virus licenses and protections for the Hardware that it provides to the Customer's office and the servers used for the applications supporting the Customer. The parties will work in good faith to make sure that the anti-virus solution provides adequate virus protection without impacting the speed or performance of the Logan Systems Software. Where Logan Systems provides the Hardware, it will also provide the anti-virus licenses and protections for the Hardware.

5.3. Site Preparation. The Customer shall be responsible for timely site preparation, including, without limitation, providing adequate electrical power and network cabling for all computer equipment and necessary peripherals.

6. Software Support.

6.1. Support: The Customer or the Customer's staff shall contact Logan Systems as the first point of contact for any problems using the software provided by Logan Systems. Where the hardware is provided by the Customer, if the Customer is uncertain if the problem is related to the software or the hardware, Logan Systems

will be the first point of contact. Where hardware is provided by the Customer, if it is clear that the problem is hardware related, the Customer will be the first point of contact. If Logan Systems determines that the problem is related to the hardware or infrastructure provided by the Customer, Logan Systems will inform and contact the Customer. During the term of the agreement, the Customer will provide contacts for Logan Systems for hardware and/or network issues.

6.2. Support Availability: Unlimited support shall be provided to the Customer via a toll-free number from 8:00AM through 5:00PM, Monday through Friday. Logan Systems shall also provide the Customer with one or more contact numbers for after-hours support. If the problem or question cannot be adequately addressed remotely, then a support representative will visit the Customer's office.

6.3. Remote Support: Logan Systems will provide remote support when available to address problems or concerns in the Customer's office. Logan Systems will follow all remote support policies and rules established by the Customer in providing this support. If the Customer modifies its policies, the Customer will inform Logan Systems of these changes and Logan Systems will follow the amended policies and rules.

7. Hardware Support.

7.1. Hardware Support. If Logan Systems provides the Hardware, support for the Hardware shall be included in the Professional Services offered by Logan Systems. If any Hardware provided by Logan Systems needs to be repaired or replaced, Logan Systems shall repair or replace the Hardware as soon as possible after receiving a notification from the Customer.

8. Changes in Technology.

8.1. Changes in Technology. If the Customer wishes to change its technology which requires Logan Systems to change its operating systems on which the Software operates, the Customer will notify in writing Logan Systems of the changes it desires to make and the parties will mutually agree to the scope of Professional Services and fees associated with such change in technology, if any. Both parties will work in good faith to accommodate the changes. If the Customer needs to remain in an older environment for a period of time to accommodate its requirements or the requirements of other programs used by the Customer, Logan Systems will continue to support the older version for a mutually agreed time period set out in writing. If data conversion is required, Logan Systems will convert the data it manages for the Customer to the newer media or format upon mutually agreed terms set out in writing.

9. Software Maintenance.

9.1. Support Services. Logan Systems will provide support services for the Software described in the Proposal Letter, and provide technical support, Software updates, and other services as described in the Proposal Letter. Unless otherwise set forth in an applicable Proposal Letter or otherwise agreed by Logan Systems on an ad hoc basis, support services will be provided during normal business hours.

9.2. Conversion of Data for New Customers: The Customer and Logan Systems agree that once legacy data has been successfully converted, Logan Systems will allow the Customer to review the converted data for accuracy. Logan Systems will validate the conversion, certifying that all records have been successfully converted. Questionable or corrupt records will be provided to the Customer and all parties will agree on the solution for these records.

9.3. Customer Security Policies. Logan Systems will use commercially reasonable efforts and to the extent possible will follow all Customer security rules, policies and protocols ("**Security Policies**"). As the Customer makes changes to these Policies, the Customer will provide Logan Systems with 30-day prior written notice of these changes and Logan Systems will follow these new rules. Any costs associated with a change to a Customer's Security Policy will be borne by the Customer.

10. Training.

10.1. Training. All necessary training for both the Customer's staff and the general public will be provided by Logan Systems as mutually agreed by the parties.

11. Proprietary Rights.

11.1. Proprietary Information. Customer understands and agrees that the Software, related data and all other information and materials provided by Logan Systems to Customer (the "**Proprietary Information**") are confidential and that Logan Systems has and will have exclusive Intellectual Property Rights in such Proprietary Information.

11.2. Ownership. Customer acknowledges and agrees that no title or ownership of the Software or any of Logan Systems' Intellectual Property Rights is transferred to Customer by this Agreement and that the Software and all Intellectual Property Rights are and will remain the exclusive property of Logan Systems. Except as otherwise expressly set forth in any Proposal Letter, Logan Systems shall own all right, title, and interest in and to all Deliverables that are written or created by Logan

Systems personnel alone or jointly with Customer or third parties in connection with this Agreement.

11.3. Third Party Software. If Customer purchases, licenses, or subscribes to software, services or other technology products (e.g., virus protection, firewall, etc.) of third-party providers ("**Third Party Products**") for use in connection with the Software or otherwise in connection with Customer's business, Customer may be required to execute a separate agreement with the third-party provider (a "**Third Party Agreement**"), including without limitation where Logan Systems may resell such Third Party Product. The Third Party Agreement may require an actual or electronic signature, and may become effective by electronically signifying assent prior to installation. Customer will be responsible for all obligations created under those agreements. Logan Systems is not responsible or liable for unavailability of the Third Party Products..

12. Term and Termination.

12.1. Initial Term. This Agreement shall commence on the Effective Date and continue for the period set forth in the applicable Proposal Letter (the "**Initial Term**").

12.2. Renewals. Thereafter, the Term may be renewed for a period mutually agreed to in writing by the parties (a "**Renewal**").

12.3. Termination for Convenience. Each party may terminate this agreement for any reason or for no reason at all by providing the other party with 60-days written notice prior to the end of each annum within the term of its intent to terminate this Agreement. If the Customer exercises its right of termination under this section, the Customer will remain liable for payment for all services provided prior to the actual termination of the agreement. In addition, if the Customer terminates this contract without providing 60 days' notice, then the Customer shall be liable to Logan Systems for all Fees for Services and Software provided prior and up to the date of termination.

12.4. Termination for Cause. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period.

12.5. Immediate Termination. If the Customer breaches any provision of Sections 2, 11, and 13 Logan Systems may terminate this Agreement immediately upon written notice to the Customer.

12.6. Effect of Termination. Upon termination, the Customer shall immediately destroy all copies of the Software and certify to Logan Systems that it has retained no copies of the Software. Upon termination, regardless of the reason for termination, the Customer shall pay Logan Systems all undisputed Fees or expenses then due or incurred up to the time of termination. Logan Systems shall promptly provide Customer Data to Customer in a non-proprietary format at no fee to Customer.

13. Confidentiality.

13.1. Confidential Information Defined. "**Confidential Information**" refers to the following one party to this Agreement ("**Discloser**") discloses to the other ("**Recipient**"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; (c) any source code disclosed by Logan Systems, whether or not marked as confidential; and (d) any other nonpublic information Recipient should reasonably consider a trade secret or confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; (iv) is approved for release in writing by Discloser; or (v) meets the definition a "public record" as defined by North Carolina law. Recipient is on notice that Confidential Information may include Discloser's valuable trade secrets.

13.2. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "**Purpose**"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and is subject to nondisclosure obligations or a written agreement with Recipient with nondisclosure terms no less restrictive than those of this Section 13.2; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by applicable law or by

proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest, limit, or protect such required disclosure, at Discloser's expense.

13.3. Injunctive Relief. The parties agree that any breach of the provisions of this Section 13 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

13.4. Prevention. Customer agrees to assist Logan Systems in stopping and preventing any possession or use of the Software (including all related data, documentation, and other materials) by any person or entity not authorized by this Agreement to have such possession or use and will cooperate with Logan Systems in any litigation that Logan Systems determines is reasonably necessary to protect Proprietary Rights.

14. Warranties.

14.1. Logan Systems Warranties. Logan Systems warrants that as of the Effective Date of this Agreement:

14.1.1. it has the authority to grant the License extended under this Agreement to Customer; and

14.1.2. any Services provided under this Agreement and any Proposal Letters will be performed in a professional and workmanlike manner.

14.2. Software Acceptance and Warranty. The Customer shall have 30 days to accept the Software and trigger the Go-Live. For new customers and for ninety (90) days after Go-Live, Logan Systems warrants that, the Software will conform substantially.

14.3. Customer Warranties. Customer represents and warrants that:

14.3.1. it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Software; and

14.3.2. it is an entity authorized to do business pursuant to applicable law.

14.4. From Both Parties. Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending

or threatened Claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

14.5. Sole Remedy. Customer's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Software or reperformance of any applicable Services within a reasonable time.

14.6. Disclaimers. Except to the extent set forth in Section 14.1, Customer accepts the software "as is," with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or non-infringement of Intellectual Property Rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing: (a) Logan Systems has no obligation to indemnify or defend Customer or Users against claims related to infringement of intellectual property; (b) Logan Systems does not represent or warrant that the Software will perform without interruption or error; and (c) Logan Systems does not represent or warrant that the Software is secure from hacking or other unauthorized intrusion or that customer data will remain private or secure.

15. Indemnities

15.1. Indemnification from Logan Systems. Notwithstanding any other limitation herein, Logan Systems shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**") incurred by Customer resulting from any Claim by a third party that Customer's or a User's use of the Software (excluding Customer Data and materials provided by third parties) in accordance with this Agreement infringes or misappropriates such third party's any valid patent, copyright or trade secret protectable in the Territory provided the Customer:

15.1.1. promptly notifies Logan Systems in writing of any such claim;

15.1.2. gives Logan Systems full authority and control of the settlement and defense of the claim; and fully cooperates with Logan Systems in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Logan Systems' prior written consent.

15.2. Exception. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

15.2.1. Third-Party Products or customer data;

15.2.2. access to or use of the Logan Systems Software in combination with any hardware, system, software, network, or other materials or service not provided by Logan Systems;

15.2.3. modification of the Logan Systems Software other than: (i) by or on behalf of Logan Systems; or (ii) with Logan Systems' written approval in accordance with Logan Systems' written specification; or

15.2.4. use of a prior version of the Software, if the infringement claim could have been avoided by the use of the current version of the Software.

15.2.5. In case of a Claim above in Section 15.1, Logan Systems, at its own expense, shall promptly:

15.2.5.1. secure for Customer the right to continue using the Software; or

15.2.5.2. replace or modify the Software to make it non-infringing; or if such remedies are not commercially practical in Logan Systems' reasonable opinion;

15.2.5.3. terminate Customer's access to the Software and refund any Fees prepaid for period following termination.

15.3. Customer's Data. The Customer is solely responsible for Customer Data, its use, and its Users' use of the Customer Data. Customer shall be responsible for Services in any way, and all legal liability arising out of or relating thereto where bad Customer Data is identified as the root cause of a Services failure. The Customer shall assume all risk. Logan Systems shall not be held liable for any losses, costs, damages or expenses (including reasonable attorney's fees) that Customer may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with:

15.3.1. the use of the Software and Services by Customer or its Users;

15.3.2. any breach by Customer or its Users of this Agreement; or

15.3.3. Customer Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or

Customer Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

15.3.4. Customer shall retain ownership of Customer Data (in raw form prior to any formatting by the Software) that is submitted to Logan Systems. The Customer grants Logan Systems the right and license to include the Customer Data in the Operational System and Database and agrees that Logan Systems shall be the sole and exclusive external owner of the Operational System and Database as a compilation of data.

15.3.5. Logan Systems agrees to provide the Customer with copies of the data that it maintains upon request in non-proprietary formats. For images currently maintained as Tiff format images, Logan Systems will provide Tiff format images with the image name containing the book and page numbers for the image. For images currently in jpg format, Logan will provide jpg format images with the book and page information in the name of the image. Indexing data will be provided in either ASCII or CSV format. Record layouts will be provided and explained.

16. Limitation on Liability

16.1. To the greatest extent permitted by applicable law, Logan Systems and Logan Systems Associates and except for damages arising out of (a) Logan Systems' intellectual property indemnification obligations under Section 15.1 herein, (b) injury or death to persons, or (c) damage to tangible or real property, Logan Systems' entire liability and obligation to pay the Customer and the Customer's exclusive remedy with respect to the services and any other products, materials or services supplied by Logan Systems in connection with this Agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall not exceed the fees in the twelve (12) month period preceding the Claim paid to Logan Systems by Customer in accordance with this Agreement. All causes of action or claims arising from Logan's willful, fraudulent, or criminal misconduct or gross negligence, shall be exempt from the limitations contained within this section. Additionally, any damages covered by insurance required by Exhibit A to this Agreement are exempt from the limitations of this section, up to the limit amounts of the insurance coverages set forth in Exhibit A.

16.2. In addition to the foregoing in section 16.1, to the greatest extent permitted by applicable law, in no event shall Logan Systems, its affiliates, directors, officers, employees and shareholders, be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages whatsoever, including but not limited to

for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this Agreement, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

17. Miscellaneous.

17.1. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter by furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of the email, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Logan Systems shall be sent to: 4003 Clifton Rd. Greensboro NC 27407, Attention: President, or via email, Attention Logan Systems: notices@logansystems.com with a copy to General Counsel – FOG Software Group, legal@fogsoftwaregroup.com.

Copies of all notices to Customer shall be sent to:

Attn: Crystal Gillard, Union County Register of Deeds, 500 N. Main Street, Suite 239, Monroe, NC 28112.

17.2. Integration Clause. This Agreement constitutes the full and complete understanding and agreement of Logan Systems and the Customer and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Proposal Letter(s), which will be deemed to be part of this Agreement when signed by each party.

17.3. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

17.4. Conflicts. If there is any conflict between the Proposal Letter which includes the Services Listing and this main body of this Agreement, the main body will govern. In the event of any conflict between this Agreement and any Logan Systems policy posted online, the terms of this Agreement will govern.

17.5. Non-Waiver. No delay, omission, or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

17.6. Independent Contractors. Logan Systems and the Customer are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent, or legal representative of the other for any purpose.

17.7. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that the Customer may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Logan Systems.

17.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State in which the Customer is located, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the *International Sale of Goods (1980)* is specifically excluded from application to this Agreement.

17.9. Force Majeure. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

17.10. Survival. The rights and responsibilities of the parties in Part I. Terms and Conditions pursuant to paragraph 2.2, and Sections 11, 13, 16,and 17 as well as Sections 1 and 4 of Part II. Fees for Services shall survive the expiration or termination of this Agreement.

17.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one

and the same instrument. This Agreement may be signed and/or transmitted electronically in lieu of by hard copy.

II. Fees for Services

1. Fees for Services. The fees (the "**Fees**") will remain the same for the entire Term of the Agreement. The Fees shall be $237,600.00 per year and will be invoiced monthly at a rate of $19,800.00.

2. Shipping Cost. Shipping costs will be passed on to the Customer at Logan Systems' cost.

3. Consumable Supplies. The cost of consumable supplies such as paper, toner, and portable media are not included in the charges listed below. These consumables may be purchased from Logan Systems or from any other vendor.

4. Payments. Logan Systems will invoice the Customer for the Fees and professional services that it provides on a monthly basis. These invoices shall be paid by the Customer in its normal manner, currently net thirty (30) days after receipt of these invoices by the Customer.

5. Non-Appropriation. Logan Systems acknowledges that Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. If public funds are not appropriated for the performance of Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer ninety (90) days after written notice to Logan Systems of the non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

6. Logan agrees to the terms of Exhibit A, which is attached and incorporated herein by reference.

[Signatures on the following page]

Approved by Union County: **Approved by Logan Systems, Inc.:**

By: _____ By: _____

Title: County Manager Title: _____

Date: _____ Date: _____

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: KLC

Exhibit A

I. At Logal Systems, Inc.'s sole expense, Logan Systems, Inc. ("Contractor") shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

$500,000	Each Accident
$500,000	Disease - Each Employee
$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering Ongoing and Completed Operations involved in this Agreement.

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury Limit

C. PROFESSIONAL LIABILITY

$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS

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

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: Register of Deeds
Contract #: 9593

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

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

III. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this

Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

IV. Compliance with 28 CFR Part 35. Contractor shall ensure all web content and mobile applications comply with Level A and Level AA success criteria and conformance requirements specified in Web Content Access Guidelines 2.1 and shall also comply with all federal laws and regulations regarding web and mobile accessibility. Contractor agrees to indemnify and hold Union County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, demands, obligations or causes of action relating to any violation by Contractor of 28 CFR Part 35 regarding web and mobile accessibility.

In the event Union County identifies any material non-conformance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level A or Level AA, or other applicable federal accessibility requirements, Contractor shall, at its own expense, use commercially reasonable efforts to correct such non-conformance within thirty (30) days of written notice from Union County. If remediation cannot reasonably be completed within that period due to the complexity of the issue, Contractor shall provide Union County with a written remediation plan within such period and complete the remediation as soon as reasonably practicable thereafter. Contractor shall not be deemed in breach of this Agreement with respect to accessibility compliance unless (i) Contractor fails to make commercially reasonable efforts to remediate identified issues as outlined above, or (ii) there is a final determination by a court of competent jurisdiction or regulatory body that Contractor's deliverables violate applicable accessibility laws or guidelines.

LOGAN SYSTEMS, INC.

4003 Clifton Road • Greensboro, NC 27407
Toll Free: 1-800-342-2208 • Fax: 336-299-9905

February 14, 2025

Hon. Crystal Gilliard
Register of Deeds
Union County Courthouse
P.O. Box 248
Monroe, NC 28111

Re: Contract Renewal Proposal

Dear Ms. Gilliard:

We appreciate our long-term relationship with your office, and I hope this letter finds you well.

The contract between Logan Systems and the County for the services that we provide to your office expires on June 30, 2025. During the period from the start of the contract to today, inflation has been significant. The Consumer Price Index ("CPI") is up over 20% during that time. It is important to note that our pricing for the services provided to your office has not increased since 2009.

Logan Systems proposes renewing the contract for another five years with a price increase evenly spread over each year of the term. The services included under the proposed agreement are outlined in the attached listing. The fees for the renewal period would total as follows:

- Fiscal Year 2026: $19,800 per month*
- Fiscal Year 2027: $19,800 per month*
- Fiscal Year 2028: $19,800 per month*
- Fiscal Year 2029: $19,800 per month*
- Fiscal Year 2030: $19,800 per month*

The proposed amounts above would include all services, regardless of transaction volume. Transferring to a flat fee structure instead of a "per instrument" cost for indexing will eliminate the need for reconciliations based on recordation statistics and will make the budgeting and planning processes easier for all parties. This approach will protect your office from unpredictable monthly fluctuations when the housing market rebounds.

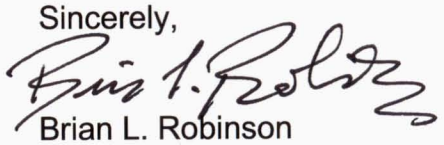
* Consistent with current practice and pursuant to your request, we will continue to provide a credit on each monthly invoice in the amount of $230.00, or such higher amount if the cost is increased, in order to fully reimburse Union County for the cost of Union County's agreement with Time Warner Cable or some other provider for the provision of a communication line to Union County to facilitate Logan's ability to provide remote support.

As always, there will be no additional fees for the improved versions of our programs as they are released during the next contract term. You will recall that we provided the property notification site for no additional fee during the existing contract term.

Logan Systems offers the conversion of historical data (scanning or re-indexing) and those services would be covered by separate agreements if you decide to initiate such projects.

If these terms are acceptable to you, please let me know and I will send a copy of the agreement for your review. If you have any questions, please contact me at the toll-free number listed above at your convenience. We appreciate your business and look forward to continuing to provide excellent service to you and your staff

Sincerely,



Brian L. Robinson
President

Attachment: Listing of Professional Services

PROPOSAL ATTACHMENT – Union County Register of Deeds

PROFESSIONAL SERVICES PROVIDED BY LOGAN SYSTEMS, INC.

Logan Systems provides a turnkey service that includes all necessary hardware, software, training, and support.

Training and Support

- Training: All necessary training for both the Customer's staff and the general public will be provided by Logan Systems at no additional charge to the locality. Such training shall be unlimited during the term of the contract and will be provided in various formats as appropriate (e.g., in person, written, electronic, etc.).
- Support: Unlimited support is provided via a toll-free number and via email from 8:00AM through 5:00PM, Monday through Friday. In addition, other contact information for support representatives are provided for after-hours support. If the problem or question cannot be adequately addressed remotely, then a support representative will visit the Customer's office.

Systems and Services

- Receipting System: Logan Systems will provide a customized receipting system for the Customer.
- Scanning: Logan Systems will provide a scanning system that will allow the Customer to scan land records, marriages, births, deaths, delayed births, notaries, military discharges, and other miscellaneous documents. This system allows form feeding for rapid scanning of the single-sided documents mandated by current North Carolina law. In order to aid verification efforts, the system places a tag on the scanned page when stored.
- Indexing Input: Logan Systems will provide an indexing input system for the Customer. This system allows the Customer's staff to input indexing data and print out various verification forms and statistical reports to ensure the accuracy of the information. Both pre-formatted and customizable reports will be provided. Paper merges will be provided upon request. Indexing binders are included with this service if needed.
- Computerized Indexing Search: Logan Systems will provide a system that allows for indexing searches of land records, marriages, births, deaths, delayed births, notaries, military discharges, and other miscellaneous documents. Logan Systems will work with the Customer to add additional features to this program.
- Public Retrieval: Logan Systems will provide an integrated public retrieval program that allows public users to access indexing and imaging data. The data made available to the public can be for several different document types and is configured at the discretion of the Customer.
- Electronic Recording: Logan Systems will facilitate electronic recording (eRecording) of land record documents for the Customer. There will be no additional fee charged

by Logan Systems for development or support of the system. The Customer shall maintain total control regarding eRecording partners, submitters, and the types of documents submitted.

- Day-Forward Redaction: Logan Systems will redact social security numbers from documents made available via remote access at least two times per year.
- Data "Pass-over": Logan Systems will provide data to any office of the locality (e.g., Assessor) requested by the Customer. There shall be no additional fee for developing the processes required to securely provide data to other local offices.
- Marriage License System: Logan Systems will provide a system that allows the public to input all information required to apply for a marriage license. This system allows for the user to complete the information in the office or remotely over the internet. Logan Systems provides all necessary hosting hardware and software for the internet-based marriage license application.
- Plat Scanning and Retrieval: Logan Systems will provide a wide-format scanner to the Customer's office for the scanning of plats. All plats and highway maps will be made available for public viewing and printing at the Customer's discretion. Also at the Customer's discretion, additional units will be made available to the staff and public for oversize printing.
- Remote Access: Logan Systems will provide remote access to the public to the Customer's indexing and imaging data managed by Logan Systems, to the extent that the Customer desires that remote access is provided. For security reasons, this system will be separate from the in-house indexing and image retrieval units and will have a separate data server.
- Microfilm Conversion: The state of North Carolina requires that archival microfilm for imaged data be created and sent to the archives. Logan Systems will create archival microfilm from the imaging data sent by the Customer for processing, verification, and back up.
- Temporary Index: Logan Systems will provide a system that allows for the public search of unverified indexing information. This "temporary index" currently provides public access to all indexing information contained in the receipting system as soon as the receipt is saved. Access to unverified information will be made available to searchers in the office and on the remote access site.
- Certified Print Programs: Logan Systems will continue to provide customized certified print solutions.
- Copy Account System: Logan Systems will provide a copy account solution that requires all users to enter a password to print from Logan Systems applications. The system will not be attached to any units not equipped with Logan software (such as copiers).
- Property Notification Service: Logan Systems will provide an online service that allows the public to be notified by email if a document with a registered name is recorded in the Customer's office's land records.
- Disaster Recovery and Long-Term Data Management and Back Up: Logan Systems is responsible for the protection of all converted and new data created using the system. Electronic data is sent offsite so that a copy of the data is available outside of the Customer's physical location. In addition, data is sent to a cloud-based

storage facility. In the event of a disaster that renders the copies of data residing in the Customer's office unavailable, Logan Systems will work with the Customer to restore system and data availability in the office. In the event of a disaster that makes the physical office unavailable, Logan Systems will work with the Customer to set up either a temporary location or will assist in moving the Customer to a new location. Depending on the nature of the disaster, Logan Systems' goal would be to restore back-ups within 24-72 hours of notification of the problem.

- Network Security and Unauthorized Access: Logan Systems typically provides a commercial firewall solution and virtual private network solution for remote access for support and maintenance purposes; however, in some cases, the network security solution and remote access solution are provided by the locality. In such cases, Logan Systems will rely upon the locality's solutions unless otherwise mutually agreed upon.
- Monthly Credit for Remote Support Connectivity: Logan Systems shall reflect a credit on each monthly invoice in the amount of $230.00, or such higher amount if the cost is increased as described below, to fully reimburse Union County for the cost of Union County's agreement with its internet/cable provider for the provision of connectivity to Union County. This communication line is necessary for Logan Systems to provide remote support capability to Customer. In the event the amount charged to Union County by its internet/cable provider exceeds $230.00, the Customer shall notify Logan Systems, and Logan Systems within thirty (30) days of receipt of notice shall reimburse Union County for the amount of such excess.

Union County
Register of Deeds

Memo

To: Brian Matthews, County Manager

From: Crystal D. Gilliard, Register of Deeds Crystal D Gilliard

cc: Clayton Voignier, Assistant County Manager
Cheryl Wright, Director, Procurement

Date: June 30, 2025

Re: Exemption of RFP Process – Logan Systems, Inc.

Pursuant to Union County Procurement Policy, 3.5.3, which states, in part, "…Because there are no statutory requirements applicable to the procurement of such services, an Assistant County Manager (ACM) or the County Manager may exempt a service from the RFP process for good cause and when in the best interest of Union County. The exemption of any such service exceeding $90,000 shall be reported to the Board of Commissioners at its next regular meeting and shall include the justification for exemption."

Logan Systems, Inc. has been providing land and vital records data management services to the Register of Deeds office for more than 32 years. Our current contract with Logan Systems, Inc. will expire June 30, 2025.

I have negotiated renewal terms with Logan Systems, Inc., for five years. This includes a restructured fee schedule that goes from a "per instrument" cost to a flat fee per month. This will help in the unpredictable monthly fluctuations with the housing market and economy. Logan Systems, Inc., has not raised their prices since 2009, but this current contract does have a 23 percent increase simply due to standard inflation.

I am active in the North Carolina Association of Registers of Deeds and have served in virtually all the leadership roles available, including that of President. In these roles, I am aware of other vendors who can provide services to my office. I am also aware of their reputations for quality in both the software provided and their support levels. I remain convinced that Logan Systems, Inc. provides the best solution services for the County and my office. Business continuity is dependent upon renewing the existing contract for this service with Logan Systems, Inc.

It is my determination that renewing this contract with Logan Systems, Inc., would be in the best interest of Union County. I respectfully request the exemption of the RFP process to continue receiving support services for a five-year period from July 1, 2025, through June 30, 2030, with Logan Systems, Inc., for the rates listed in the contract that align with our estimated annual budget of $237,600.

Thanks again for your consideration.

Approved:

Eric W Matthews Date: 6/30/25

File #: 25-388 **Agenda Date:** 7/14/2025

TITLE:

Charlotte Water Request to Provide Water and Sewer Service to the Quintbridge Development

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

Approve the request from Charlotte Water to provide water and sewer service to the Quintbridge Development (4 single family lots - tax parcels 07147138A, 07147138H, 07147138J, 07147138K) located on Simfield Church Road at the Union/Mecklenburg County border.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Charlotte Water has received a request for 4 water and sewer services inside Union County for 4 lots inside the Quintbridge development site located adjacent to Mecklenburg County. Parcels naturally drain into sanitary sewer service basin in Mecklenburg County currently served by Charlotte Water.

Charlotte Water has indicated to UCW that they are prepared to serve the properties with water and sewer, if approval is granted from Union County. Our water and sewer service agreement with Charlotte Water prohibits Charlotte Water from providing service outside the County limits without the expressed, written approval of the Board of County Commissioners.

Union County water and sewer are not accessible to the properties.

Union County Water has no objection to Charlotte Water providing water and sewer service to the properties.

FINANCIAL IMPACT:

None.

May 12, 2025

Ms. Crystal Outlaw Panico
Public Works Administration
Union County
500 N. Main Street, Suite 400
Monroe, NC 28112

Dear Ms. Panico,

Charlotte Water received a request from Mr. Manal Saffoury with Widad Properties, LLC concerning obtaining water and sanitary sewer services for the proposed Quintbridge residential development. This development will be located off Simfield Church Rd and include properties in Mecklenburg County (PID 23107113) and immediately adjacent in Union County. All are being served by one master meter with a Charlotte Water account. The tax parcels for those in Union County are: 07147138A, 07147138H, 07147138J, 07147138K. These Union County parcels naturally drain into a sanitary sewer service basin served by our Simfield Church Rd lift station and ultimately treated by our McAlpine Wastewater Treatment Facility. This treatment plant is located fully within Mecklenburg County. Charlotte Water would expect to be the water and wastewater services provider to the master metered development.

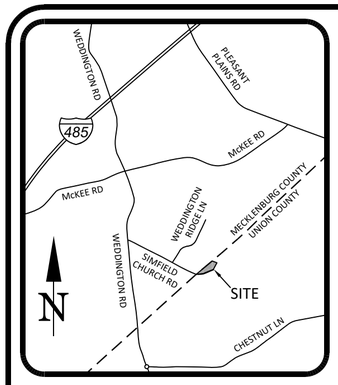
Charlotte Water is anticipating our services and any pipelines we own and maintain to remain within Mecklenburg County. The private development would be responsible for the utilities beyond the Charlotte Water service connections to the properties discussed. The private development and properties owners would be responsible for establishment and recordation of any and all access, utility, and maintenance agreements.

If there are questions or concerns regarding this request, please, reach out to me at: 704.336.1015.

Respectfully,

Keri B. Cantrell, PhD, PE
Chief Engineer
Charlotte Water

Docusign Envelope ID: 48E97592-567D-4811-8FC6-6E86D860BF89



VICINITY MAP
(Not to Scale)

NOTES

1. AREA CALCULATED BY COORDINATE COMPUTATION.
2. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM UNION COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
3. IRON RODS AT ALL CORNERS UNLESS NOTED.
4. THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
6. LOT SUBJECT TO ALL ZONING ORDINANCES OF UNION COUNTY. BUILDER/OWNER MUST VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY AND HOMEOWNERS ASSOCIATION ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
8. NO NCGS MONUMENT FOUND WITHIN 2000 FEET.
9. THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS.
10. ANY WELLS AND/OR ON-SITE WASTEWATER DISPOSAL SYSTEMS DISCOVERED DURING THE SITE DEVELOPMENT PROCESS WILL NEED TO BE ABANDONED IN ACCORDANCE WITH APPLICABLE NORTH CAROLINA LAWS AND RULES.
11. SUBJECT LOTS TO BE PROVIDED WITH PRIVATE WELL AND SEPTIC.
12. PROPERTY ZONED R-20.
13. TOTAL AREA: 3.17 ACRES / 137,955 SF.

LEGEND

RF	REBAR FOUND
CP	COMPUTED POINT
R/W	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
SF	SQUARE FEET
PC	PLAT CABINET
DB	DEED BOOK
PG	PAGE
FS	FRONT SETBACK
RY	REAR YARD SETBACK
SY	SIDE YARD SETBACK
(T)	TOTAL
●	SET CORNER
	POWER POLE
	FIRE HYDRANT
Ⓦ	OLD WELL

LINES SURVEYED
LINES NOT SURVEYED
BUILDING SETBACKS
R/W — RIGHT-OF-WAY
SWIM BUFFER
COUNTY LINE
TREE SAVE
WETLAND
DEDICATED TO NCDOT AS PUBLIC RIGHT-OF-WAY

CERTIFICATE OF OWNERSHIP

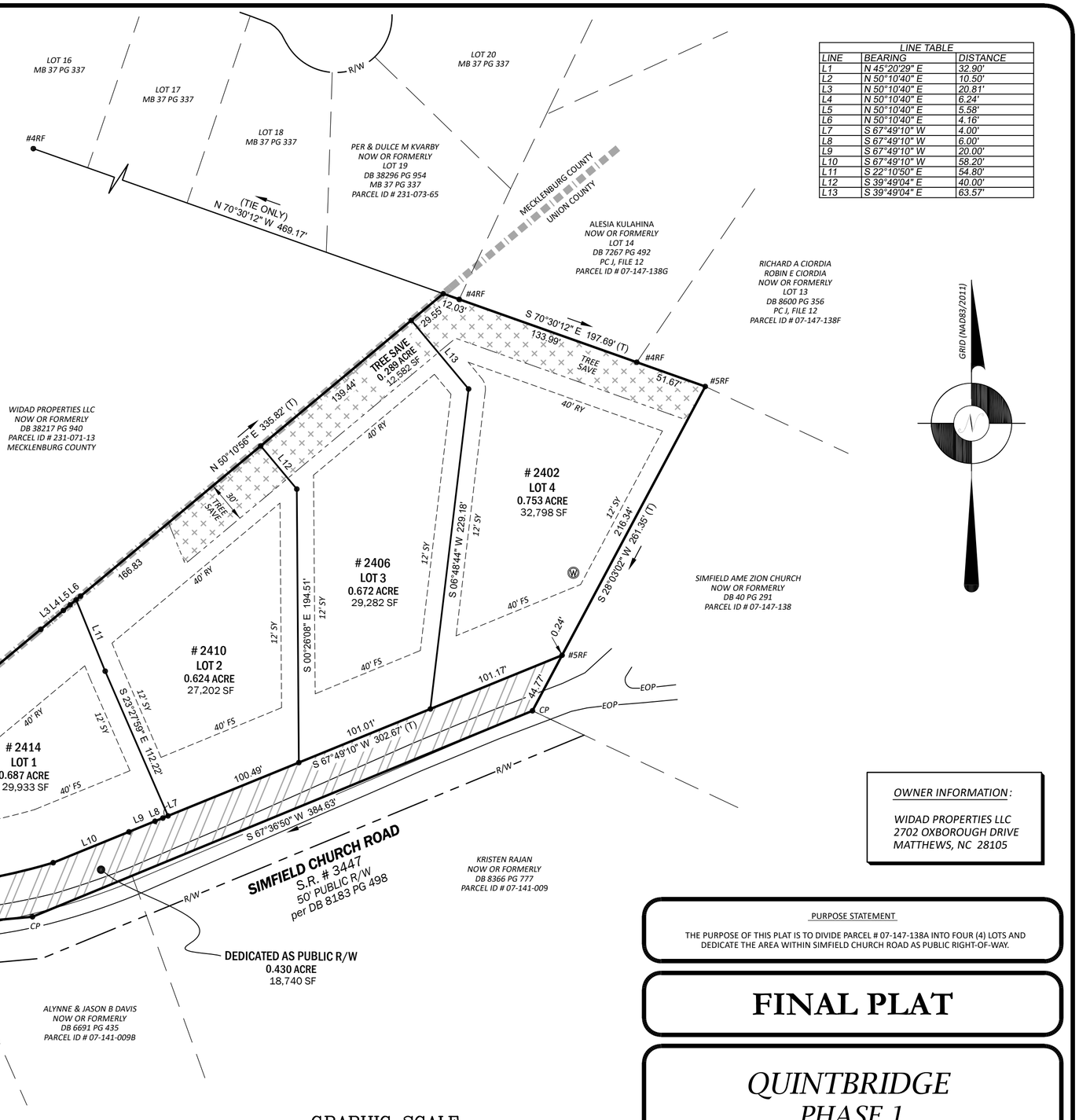
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF UNION COUNTY, NC AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

Signed by:
OWNER — F69274C15DE74E6...
2/6/2025
DATE

STATE OF NORTH CAROLINA
UNION COUNTY

I, Gus Nichols *, REVIEW OFFICER OF UNION COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.*

Signed by:
Gus Nichols
REVIEW OFFICER
2/6/2025
DATE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°20'29" E	32.90'
L2	N 50°10'40" E	10.50'
L3	N 50°10'40" E	20.81'
L4	N 50°10'40" E	6.24'
L5	N 50°10'40" E	5.58'
L6	N 50°10'40" E	4.16'
L7	S 67°49'10" W	4.00'
L8	S 67°49'10" W	6.00'
L9	S 67°49'10" W	20.00'
L10	S 67°49'10" W	58.20'
L11	S 22°10'50" E	54.80'
L12	S 39°49'04" E	40.00'
L13	S 39°49'04" E	63.57'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	224.89'	485.98'	26°30'50"	S 86°51'52" W	222.89'

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

OWNER INFORMATION:

WIDAD PROPERTIES LLC
2702 OXBOROUGH DRIVE
MATTHEWS, NC 28105

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL # 07-147-138A INTO FOUR (4) LOTS AND DEDICATE THE AREA WITHIN SIMFIELD CHURCH ROAD AS PUBLIC RIGHT-OF-WAY.

811
Know what's **below.**
Call before you dig.
NORTH CAROLINA ONE-CALL CENTER INC.
DIAL 811 or 1-800-632-4949
2 BUSINESS DAYS BEFORE DIGGING
www.ncocc.org

REVISIONS:			
1)	12-11-24	COMMENTS ADDRESSED	ART
2)	1-10-25	COMMENTS ADDRESSED	ART

FINAL PLAT

QUINTBRIDGE
PHASE 1
PARCEL ID # 07-147-138A
DB 8735 PG 444
VANCE TOWNSHIP, UNION COUNTY, NORTH CAROLINA

I, Christopher D. Faulk, Professional Land Surveyor No. L-5013, certify to one or more of the following as indicated thus, [X] or [■]:

[■] *A. That this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.*

"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 8735, PAGE 444, OF THE UNION COUNTY REGISTRY; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN ADJOINER INFORMATION SHOWN, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 29th DAY OF JANUARY, A.D., 2025.

DocuSigned by:
Christopher Faulk
PROFESSIONAL LAND SURVEYOR — 9547C6084B61452...
L-5013

NORTH CAROLINA PROFESSIONAL SEAL L-5013 LAND SURVEYOR CHRISTOPHER D FAULK

GPS SURVEY

"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FORM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: <0.07+50PPM
3. TYPE OF GPS FIELD PROCEDURE: GNSS RTK NETWORK (NCVRS)
4. DATES OF SURVEY: 11/6/23 - 11/10/23
5. DATUM/EPOCH: NAD 83 (2011)
6. PUBLISHED/FIXED CONTROL USE: RTK NETWORK
7. GELID MODEL USED: GEOID 18
8. COMBINED GRID FACTORS: 0.99984557
9. UNITS: US SURVEY FEET

SITE NOTES:

BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED R-20

FRONT:	*40' FEET*
SIDE YARD:	*12' FEET*
REAR YARD:	*40' FEET*
MINIMUM LOT WIDTH:	*100' FEET*
MINIMUM LOT AREA:	*20,000 SF*

FLOOD NOTE:

NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP. COMMUNITY PANEL 3710448800K, DATED: FEBRUARY 19, 2014.

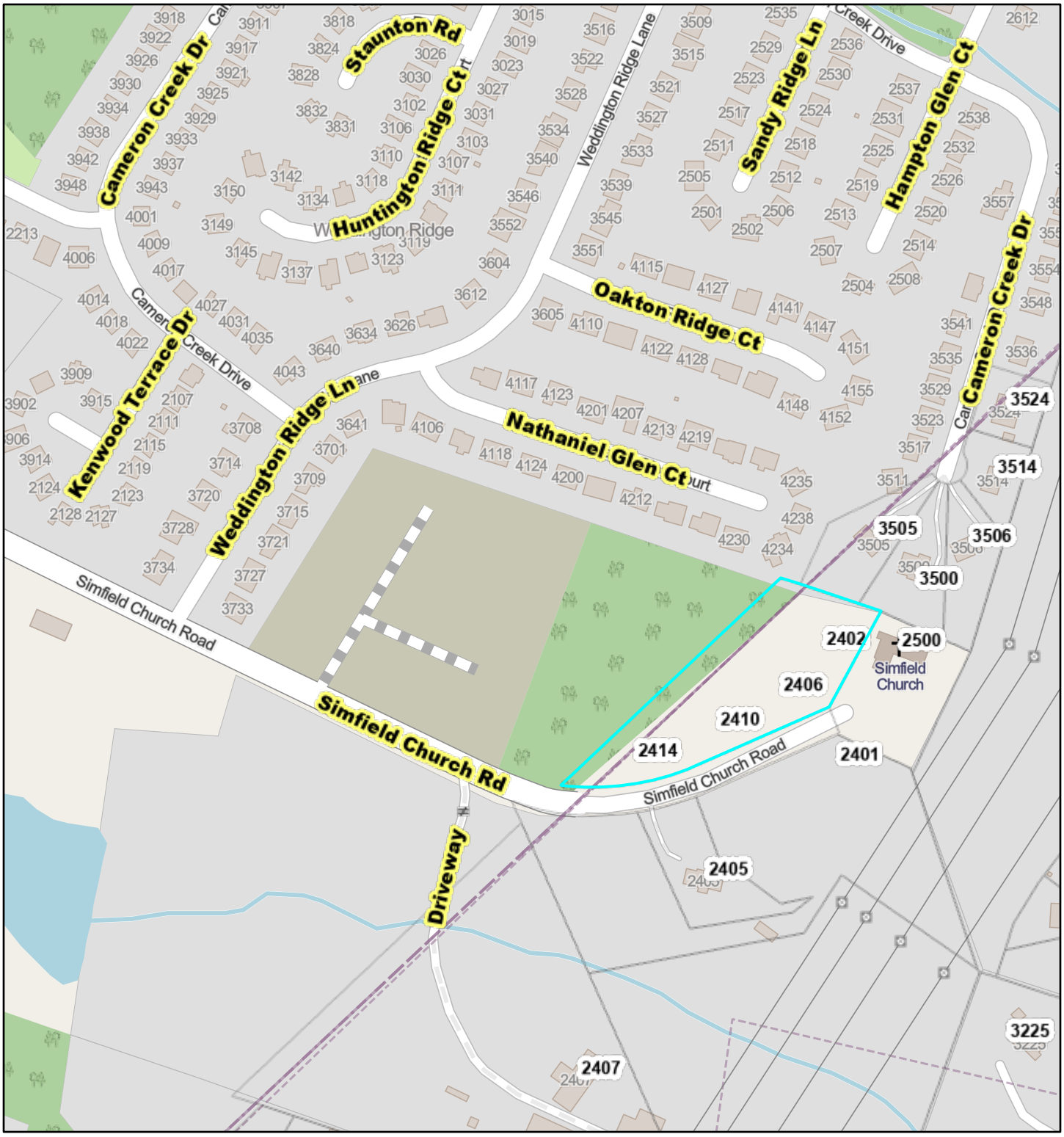
METROLINA
LAND SURVEYING, INC.
SURVEYING MAPPING • PLANNING
8521 CROWN CRESCENT CT.
CHARLOTTE, NC 28227
P (704) 741-1700
C (980) 721-2353
NC #C-4584 & SC #C-6106

Job No.	091-23-001
Date	1/29/25
Proj. Mgr.	CDF
Drawn	ART
Checked	CDF
Sheet	1 of 1

M:_2023\091- CHELSEA\091-23-001 SIMFIELD CHURCH\Drawings\QUINTBRIDGE - Union Co - PLAT.dwg

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Union County Water/Sewer GIS Map



6/4/2025, 11:41:34 AM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Parcels

Address Labels

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

This information is presented "as is" and without warranties. Union County does not assume any responsibility for any decisions that may arise from the use of this data. The map will not be resold or

File #: 25-436 **Agenda Date:** 7/14/2025

TITLE:

Contract - Forest Park Pump Station Expansion - Force Main and Pump Station Evaluation

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

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:

The Union County Water Capital Improvement Program (CIP) includes an allocation for the design and construction of upgrades to the Forest Park Pump Station and Force Main as identified in the 2025 Master Plan. This alternatives analysis will confirm sizing requirements for the pump station and force main to increase the system peak capacity to 2.4 million gallons per day as recommended in the 2025 Master Plan, outline the schedule for completing the project, identify permitting requirements, and update the opinion of cost for the project.

CDM Smith has been selected to provide engineering services for Task Order 8686-05 Forest Park Pump Station Expansion - Force Main and Pump Station Evaluation. CDM Smith was chosen from a list of vendors previously selected from RFQ 2024-021 - Engineering Services for Water and Wastewater System Improvements to provide these services for Union County Projects.

FINANCIAL IMPACT:

The total cost of the Task Order 8686-05 with CDM Smith is $99,995.00. Sufficient funds are available in Capital Account Program 60185082 - Forest Park Pump Station, Force Main & Interceptor Improvements.

APPENDIX

EXHIBIT A

This Task Order pertains to an Agreement by and between Union County (OWNER) and CDM Smith Inc. (ENGINEER), dated January 1, 2024 ("the Agreement"). ENGINEER shall perform services on the Project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Project described below.

TASK ORDER NUMBER: **8686-05**

PROJECT NAME: **Forest Park Pump Station Expansion – Force Main And Pump Station Evaluation**

PART 1.0 PROJECT DESCRIPTION

The April 2025 Forest Park Pump Station Flow Modeling and Capacity Analysis Study (Study) prepared by ENGINEER confirmed a 2040 capacity need for the Forest Park Pump Station of 2.4 million gallons per day (mgd). This capacity need aligned with the OWNER'S Wastewater Collection System Master Plan (Brown and Caldwell).

The Study identified the need to conduct a Pump Station and Force Main sizing alternatives analysis to confirm sizing requirements for new pumps, sizing requirements for an upsized force main, and other potential ancillary upgrade needs including the variable frequency drives (VFDs), standby generator, and incoming power.

The Study also identified the need to upgrade the 8-inch southern gravity sewer from 8-inch to a combination of 10-inch and 12-inch sizes for approximately 2,069 feet from Manhole 561 to Manhole 4280. A review of buildout assumptions to confirm pipe size selection will be reviewed with the OWNER during basis of design development (future task).

OWNER is therefore requesting ENGINEER prepare a Pump Station and Force Main Alternatives Evaluation to address the needs and establish design criteria to advance into preliminary/final design.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER ON THE PROJECT:

Basic Services to be provided by the ENGINEER under this Agreement include the following:

- Task 100 – Project Management and Initiation
- Task 200 – Pump Station and Force Main Alternatives Evaluation

The detailed scope of services for the basic services included under this Agreement (Tasks 100 and 200) follows.

TASK 100 PROJECT MANAGEMEN AND INITIATON

The Project Management task includes those activities involved with the detailed planning and subsequent monitoring and control of the Project. In addition to the ENGINEER's

normal in-house staff management and job tracking procedures, the following subtasks will be considered Project Management services:

101 Develop Detailed Project Schedule

ENGINEER will develop a schedule for engineering activities based on the tasks outlined in this Scope of Services. The schedule will be reviewed with the OWNER and finalized, with copies sent to the OWNER. The schedule will be developed using Microsoft Project software, which will also be used during the duration of the Project.

The schedule will incorporate interim deliverables and review periods for the following:

- Pump Station and Force Main Alternatives Technical Memorandum.

102 Project Initiation

A virtual Project kickoff meeting will be held with the OWNER to discuss Project schedule, administrative procedures, respective responsibilities, communications, OWNER contacts, OWNER expectations, progress reporting, data collection, and other Project matters as appropriate. Key stakeholders of the OWNER and ENGINEER's team are expected to attend.

103 Project Meetings

The ENGINEER has assumed the following meetings:

- Virtual Kickoff Meeting.
- Virtual Pump Station and Force Main Alternatives Evaluation Review Virtual Meeting.

TASK 200 PUMP STATION AND FORCE MAIN ALTERNATIVES EVALUATION

Related subtasks are described below.

201 Data Collection, Review, and Coordination

Collect and review available data on the existing infrastructure at the Project site. Data on the existing facilities including record drawings, operation and maintenance manuals, permit and subsurface conditions (as is available) shall also be provided by the OWNER. A field walkthrough of the existing gravity sanitary sewer and existing force main will also be conducted to determine necessary easement requirements for the proposed improvements.

202 Pump Station and Force Main Evaluation

The ENGINEER shall prepare a Technical Memorandum for the Project including the following:

- Alternatives analysis to confirm sizing requirements for new pumps, sizing requirements for an upsized force main, and other potential ancillary upgrades needs including VFDs, standby generator, and incoming power. This will also

include an identification of capital and operating expenses (electrical pumping cost) for a maximum of two combinations of force main/pump station alternatives.

- Design criteria for selected alternative including preliminary pump hydraulic calculations, proposed phasing plan for upsizing of the force main system and pump improvements to achieve a future flow of 2.4 MGD, wet well sizing and cycle time calculations, equipment sizing and selection, and site layout and maintenance of flow requirements.

- Verification of gravity sewer size and alignment, crossing requirements, and easement needs. This will be conducted via desktop analysis using aerial mapping and Record Drawings provided by OWNER. The general alignment of the existing sewer and proposed improvements, as well as the existing force main alignment is shown in **Figure 1**.* * which is attached and incorporated herein by reference Int _____

- Verification of force main size and alignment, crossing requirements, and easement needs. This will be conducted via desktop analysis using aerial mapping and Record Drawings provided by OWNER.

- Recommended construction schedule

- Opinion of Probable Construction Cost (OPCC) consistent with an American Association of Cost Engineering's (ACEE) Class 4 estimate with an expected accuracy range on the low end of -10% to -30% and on the high end of +20% to +50%.

- Local, State, and Federal Project permitting requirements including desktop analysis of wetlands impacts. Wetlands flagging, survey, and preliminary jurisdictional determination is not included. Site visit for USACE or DEQ to verify delineation is also not included.

203 Presentation of Results

A draft Technical Memorandum (PDF format) and PowerPoint (PDF format) will be submitted to the OWNER to document the analysis and agreed upon recommendations. OWNER review time will be 2 weeks. After OWNER reviews the PowerPoint, OWNER and ENGINEER shall meet to make final decisions on the recommendations. Final Technical Memorandum will be submitted to the OWNER.

PART 3.0 ADDITIONAL SERVICES (NOT BUDGETED):

ENGINEER agrees to perform out-of-scope services as requested by OWNER and as may be determined throughout the life of this Project. If the need for such services is identified, ENGINEER will prepare an amendment to this Task Order or a new Task Order that will include a scope, fee, and schedule and will submit to the OWNER for approval. If approved, the Additional Services will be performed upon execution of a Task Order Amendment or new Task Order.

PART 4.0 OWNER'S RESPONSIBILITIES:

The responsibilities of OWNER as described in this Task Order 8686-05 are as follows:

- Provide the ENGINEER with existing pump station operation data, records, record drawings, operations manuals, etc. *
- Arrange for access to sites as necessary **
- Timely review and input of deliverables

* which is available and in OWNER's possession Int _____

** reasonable Int _____

- ~~OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Aside from field checking above grade visible features of the pump station, sewer manholes and force main air release vaults against Record Drawings, ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.~~

Int _____

PART 5.0 PERIODS OF SERVICE:

The ENGINEER shall submit a draft Pump Station and Force Main Alternatives Technical Memorandum within 90 days from Notice to Proceed. Final Pump Station and Force Main Alternatives Technical Memorandum will be submitted within 15 days of receipt of OWNER comments.

PART 6.0 PAYMENTS TO THE ENGINEER:

As complete compensation for the engineering services described in the Agreement and Task Order 8686-05, the ENGINEER will be paid on a per diem (hourly note to exceed (HNTE)) basis for the services listed herein. The HNTE fee for this scope of services is $99,995 as complete compensation for the services described in Task 100 and 200.

All hourly fee work will be charged monthly based upon the personnel classifications performing the work and corresponding hourly rate set forth in the attached estimated hourly fee breakdown incorporated herein by reference as Attachment A. ~~Labor and expenses on this task will be invoiced according to ENGINEER's then-current Schedule of Rates. A copy of the current Schedule of Rates is attached (Attachment B) and incorporated herein by reference~~. Subconsultant services will be invoiced at direct cost plus 10-percent markup.

Int _____

UC Water		
Forest Park Pump Station Expansion – Force Main and Pump Station Evaluation		
Task Number	**Task Name**	**Estimated Task Amount**
100	**Project Management and Quality Control**	**$14,130**
200	**Pump Station and Force Main Evaluation**	**$85,865**
	Total	**$99,995**

PART 7.0 OTHER:

None

This Task Order is executed this _____.

UNION COUNTY,
NORTH CAROLINA

By: _____

Name: _____

Title: _____

Address: 500 N. Main Street

Monroe, NC 28112

By: _____

Name: Glendon J. Fetterolf, P.E.

Title: Associate

Address: 4600 Park Road, Ste. 240

Charlotte, NC 28209



Figure 1: General Gravity Sewer and Force Main Alignment

Attachment A Int _____

Union County Water																		
Forest Park Pump Station Expansion - Force Main and Pump Station Evaluation																		
		Subject Matter Expert	Officer/Senior Technical Specialist	Principal/Associate/Technical Specialist	Senior Project Manager/ Senior Professional	Professional III/Project Manager II	Project Manager I	Professional II/Financial Accounting	Professional I	Senior Designer	Designer Drafter	Senior Project Administration	Project Administration	Total Hours	Total Labor Dollars	Other Direct Costs/Expenses	Subconsultant Services (with 10% Markup)	Total Cost
Task Number	Task Name																	
	2025 Billing Rates	$325	$305	$265	$230	$200	$180	$165	$135	$150	$125	$140	$110					
Task 100	Project Management and Quality Control		2	22	0	13	0	10	10	0	0	0	19	76	$14,130	$0	$0	$14,130
Task 200	Force Main and PS Evaluation		30	38	0	132	0	54	195	18	0	0	21	488	$85,865	$0	$0	$85,865
Total		**0**	**32**	**60**	**0**	**145**	**0**	**64**	**205**	**18**	**0**	**0**	**40**	**564**	**$99,995**	**$0**	**$0**	**$99,995**

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

File #: 25-438 **Agenda Date:** 7/14/2025

TITLE:

Contract - Pump and Motor Repair Services

INFORMATION CONTACT:

Christopher Clark, Water and Wastewater Operations, Director, 704-296-4215

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:

Union County Water is in need of a licensed and qualified Service Provider to meet its needs for repairs to water and wastewater pumps and motors on an as needed basis.

The Procurement Department partnered with Water and Wastewater Operations to issue a Request for Proposal RFP 2025-039 Pump and Motor Repair Services . On April 2, 2025, three proposals were received and reviewed by an evaluation team in accordance with applicable evaluation criteria for this project. As a result, the team requests approval to enter into a contract with the top scoring/ranked preferred offeror, Randall Supply, Inc., to provide Pump and Motor Repair services.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $100,000. Since this contract contains a 3-year initial term with two one-year renewal options, a total of $500,000 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and RANDALL SUPPLY, INC., a North Carolina corporation, whose address is 2409 Walkup Avenue, Monroe, NC 28110, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain pump and motor repair services on an as-needed basis; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Section 3 – Purpose and Section 4 – Project Overview and Scope of Work from Union's RFP #2025-039, "Pump and Motor Repair Services", which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor in accordance with the attached "Appendix A – Price Form" for performance of the Services, which is incorporated herein by reference. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is August 1, 2025. This Agreement shall have a term of three (3) years beginning on the Effective Date (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1)-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

$500,000	Each Accident
$500,000	Disease – Each Employee
$500,000	Disease – Policy Limit

B. COMMERICAL GENERAL LIABILITY
Covering Ongoing and Completed Operations involved in this Agreement.

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury Limit

C. COMMERICAL AUTOMOBILE LIABILITY

$1,000,000	Combined Single Limit – Any Auto

6. ADDITIONAL INSURANCE REQUIREMENTS.

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

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-descried insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insurance or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: Union County Water
Contract #: 9650

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 N. Main Street
Monroe, NC 28112

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

7. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

8. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor's business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

9. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

11. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

12. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

13. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

14. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

15. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

16. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

17. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

18. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

19. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

20. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

21. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[*Signatures follow on the next page.*]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

RANDALL SUPPLY, INC.

By: _____ (SEAL)

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 CGR

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – Addendum and Anti-Collusion form.

2.5 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 PURPOSE

3.1 COUNTY

The County (estimated population 257,682) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 INTRODUCTION

Union County (hereafter the "County"), through Union County Water, is soliciting proposals from qualified, licensed qualified Service Providers to meet the needs of repairs to pumps and motors on an as needed basis directed by Union County Staff and specified herein.

Multiple contracts may be awarded, and shall be non-exclusive. Union County reserves the right to place work orders with one or more of the Contracted Service Providers based on price, location of services, hours of operation, and/or availability.

Union County make no guarantees regarding any size, amount, or quantity of specified work orders/projects.
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4 PROJECT OVERVIEW AND SCOPE OF WORK

4.1 THE SCOPE OF WORK SHALL CONSIST OF THE FOLLOWING:

- Removing/re-installing pumps, motors, etc.
  - Most pumps are submersible and centrifugal.
  - Some horizontal, split case and multistage vertical turbine pump.
  - All motors are AC, most are 480 volts, some are inverter duty.
  - Belt driven blowers and turblex blowers need to be serviced and rebuilt.
- Repairing/rebuilding pumps

- Repairing/rewinding of motors
- Transport to the vendors shop and return delivery to the affected site if required
- And other repairs, maintenance, or tasks deemed necessary by Union County Public Works Staff
- All applicable inspections must be completed prior to delivery of repaired equipment, i.e. UL listing or any other applicable certification
- Provide detailed quote for repair scope within one (1) week of receipt of pump/motor
- Repairs to be completed within one (1) week of procurement of material needed to affect necessary repairs. If more time is needed for the repair the vendor must notify Union County Public Works Staff
- New Power and Control cables shall be added with every repair if applicable
- The repair service shall be, unless otherwise stated in the service of the purchase order, in accordance with the methods and procedures of the manufacturer's operational maintenance and repair manuals.
- Service Provider must be UL Certified
- Provide a List of Manufacturers for which you are a dedicated/regional source
- The warranty for services performed shall be guaranteed by the Service Provider for a period no less than six (6) calendar months against defects in material and workmanship, for the date of receipt at acceptance of repaired unit.

The Service Provider (s) shall furnish all labor, materials, equipment, tools, services, supervision and incidentals required to complete the work as directed by Union County Staff and specified herein. All projects will meet the North Carolina State Statues, and no single project issued via this RFP will exceed $30,000.00

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company ("Offeror") in response to this solicitation shall become the property of Union County and will not be returned to the Offeror. Any and all costs incurred by an Offeror in preparing, submitting, or presenting submissions are the Offeror's sole responsibility and Union County shall not reimburse the Offeror. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Offeror considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Offeror must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Offeror understands and agrees by

APPENDIX A – PRICE FORM

RFP 2025-039 Pump and Motor Repair Services
Submit with Proposal

Company Name Randall Supply, Inc.

RFP 2025-039 Pump and Motor Repair Services Price Form		
Item	Description	Cost
Shop Services	Standard Time Hourly Rate	$ 85.00
Shop Services	Overtime Hourly Rate	$ 127.50
Delivery	Is Pick-Up & Delivery Free?	
	Yes/No (circle one)	
	If No Provide Cost	$
Crane	Is Crane Available?	
	Yes/No (circle one)	
	If Yes Provide Cost	$ 450.00 (min.)

File #: 25-442 **Agenda Date:** 7/14/2025

TITLE:

Bid Award & Contract - FY2022 Pump Station Rehabilitation

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

1) Award contract to Step Construction, Inc. in the amount of $3,201,000.00; 2) authorize the County Manager to a) negotiate and execute agreements with Step Construction, Inc. and WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina substantially consistent with this agenda item, b) exercise any renewal or extension term options set forth in the agreements, and c) terminate the agreements if deemed in the best interest of the County, each in the County Manager's discretion; and 3) adopt Resolution Providing Notice of Construction of the FY2022 Pump Station Rehabilitation.

PRIOR BOARD ACTIONS:

1) March 7, 2022, Regular Meeting, Agenda Item #22-094 - Approved WK Dickson & Co., Inc. Task Order 2021-05 for engineering design services.
2) August 12, 2024, Regular Meeting, Agenda Item #24-533 - Approved WK Dickson & Co., Inc. Task Order 2021-05 Amendment 2 for additional engineering design services.

BACKGROUND:

The Wastewater Pump Station Improvements Program, as adopted by the Board of County Commissioners, includes an annual allocation for rehab and renewal of wastewater pump stations. This project will include the rehabilitation of seven pump stations: Olde Sycamore No. 1, Olde Sycamore No. 2, Green Meadows, Suburban Estates No. 1, Suburban Estates No. 3, Magnolia Ridge, and Old Hickory.

On March 7, 2022, the BOCC approved WK Dickson & Co., Inc. Task Order 2021-05 for engineering design services for the project in the amount of $141,750.00. Task Order 2021-05 was initially increased by $18,700.00, with the County Manager's approval to a total amount of $160,450.00 through Amendment 1 to cover additional engineering services. On August 12, 2024, the BOCC approved an additional Task Order 2021-05 increase of $91,300.00 to a total amount of $251,750.00 through Amendment 2 to cover additional engineering services.

On March 24, 2025, the Procurement Department partnered with the Union County Water to issue an Invitation for Bid 2025-043 - FY22 Pump Station Rehabilitation. On April 29, 2025, one (1) bid for the title project was received. Since fewer than three responses were received, the bid was returned to

the bidder unopened.

On May 12, 2025, the Procurement Department partnered with Union County Water to re-issue an Invitation for Bid 2025-043 (Rebid) - FY22 Pump Station Rehabilitation. On June 3, 2025, two (2) bids for the title project were received and processed. All bids were tabulated, reviewed, and certified by WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina. The bids ranged from $3,201,000.00 to $5,372,400.00; staff recommends that the project be awarded to the lowest responsive, responsible bidder, Step Construction, Inc., in the amount of $3,201,000.00.

To support the construction of the project, construction administration services are required to ensure the project is constructed to meet the requirements set forth in the project plans and specifications. WK Dickson & Co., LLC. d/b/a Ardurra Group North Carolina has been selected to provide construction administration and observation services for Task Order 8678-04 - FY22 Pump Station Rehabilitation. WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina was chosen from a list of vendors previously selected from RFQ 2024-021 - Engineering Services for Water/Wastewater System Improvements to provide these services for Union County projects.

FINANCIAL IMPACT:

Funding is available within the adopted capital account 60185079 FY22 Pump Station Rehab to support the construction contract amount of $3,201,000.00 with Step Construction, Inc. and WK Dickson & Co., LLC. d/b/a Ardurra Group North Carolina Task Order 8678-04 in the amount of $221,400.00.

ARDURRA

JUNE 25, 2025

GRANT MOORE, PE

CIP SENIOR ENGINEER – PROJECT MANAGER

UNION COUNTY WATER

500 N. MAIN STREET, SUITE 600

MONROE, NORTH CAROLINA 28112

SUBJECT: **IFB# 2025-043Rebid Pump Station Rehabilitations**

Project Number: 20220140.00.CL

Bid Tabulation and Recommendation to Award

Dear Mr. Moore,

Enclosed is the Certified Bid Tabulation for the referenced project. A total of two (2) bids were submitted. The bidders, listed in ascending order of total bid price, are Step Construction, Inc. and State Utility Contractors, Inc.

The two bids appear to be complete and compliant with the Contract Documents and were found to be free of arithmetic errors or oversights. Step Construction, Inc. is the apparent lowest responsive, responsible bidder.

Based on the results of this Bid and the information we have received at this time, I recommend Union County award the contract to Step Construction, Inc. in the amount of $3,201,000.00.

We appreciate the opportunity to provide this service for Union County Water, and I am available to address any questions you may have.

Sincerely,

ARDURRA

Jake Berkshire 6/25/25

NORTH CAROLINA PROFESSIONAL SEAL 042565 ENGINEER JAKE R. BERKSHIRE

Jake Berkshire, PE

Senior Project Manager

Enclosures (1)

BID TABULATION
Union County Pump Station Rehabilitations
IFB NO. 2025-043Rebid
Union County
RE-BID DATE: June 3, 2025
WKD Project No. 20220140.00.CL

	Step Construction, Inc. 3423 Brothers Road La Grange, NC 28551 License No.67060		State Utility Contractors, Inc P.O. Box 5019 Monroe, NC 28111 License No. 17793
Lump Sum Items			
Pump Station	LUMP SUM PRICE		LUMP SUM PRICE
Olde Sycamore 1	$410,000.00		$806,000.00
Olde Sycamore 2	$480,000.00		$627,000.00
Green Meadows	$510,000.00		$617,000.00
Suburban Estates 1	$550,000.00		$1,471,000.00
Suburban Estates 3	$500,000.00		$642,000.00
Old Hickory	$75,000.00		$160,000.00
Magnolia Ridge	$385,000.00		$561,000.00
Subtotal Price	$2,910,000.00		$4,884,000.00
Contingency Allowance (10%)	$291,000.00		$488,400.00
Total Bid Price	$3,201,000.00		$5,372,400.00
Total of All Lump Sums and Allowances (Base Bid + Contingency Allowance)	$3,201,000.00		$5,372,400.00

NORTH CAROLINA PROFESSIONAL SEAL 042565 ENGINEER JAKE R. BERKSHIRE

I hereby certify that the above is a true and correct (to the best of my knowledge) tabulation of bids received on June 3, 2025

Jake Berkshire 6/5/2025

Jake Berkshire, PE
W.K. Dickson & Co., LLC

RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS PROVIDING NOTICE OF FY22 PUMP STATION REHABILITATION PROJECT CONSTRUCTION

WHEREAS, pursuant to G.S § 153A-457, a county shall notify property owners and adjacent property owners prior to commencement of any construction project by the county; and

WHEREAS, G.S. § 153A-457 provides that notice of a county construction project is deemed sufficient if notice of the construction project is given in any open meeting of the county prior to the commencement of the construction project; and

WHEREAS, the Union County Board of Commissioners desires to give notice of construction of the FY22 Pump Station Rehabilitation project prior to commencement of project construction as required by G.S. § 153A-457.

NOW, THEREFORE, BE IT RESOLVED BY THE Union County Board of Commissioners that:

1. Union County may commence construction of the FY22 Pump Station Rehabilitation project on property as shown on the attached map after the award date of the construction contract for the project.

2. This resolution and notice is adopted in accordance with the construction notice requirements of G.S. § 153A-457.

Adopted this the 14th day of July, 2025.

Attest:

Lynn West
Clerk to the Board

Melissa Merrell
Chair, Union County Board of Commissioners

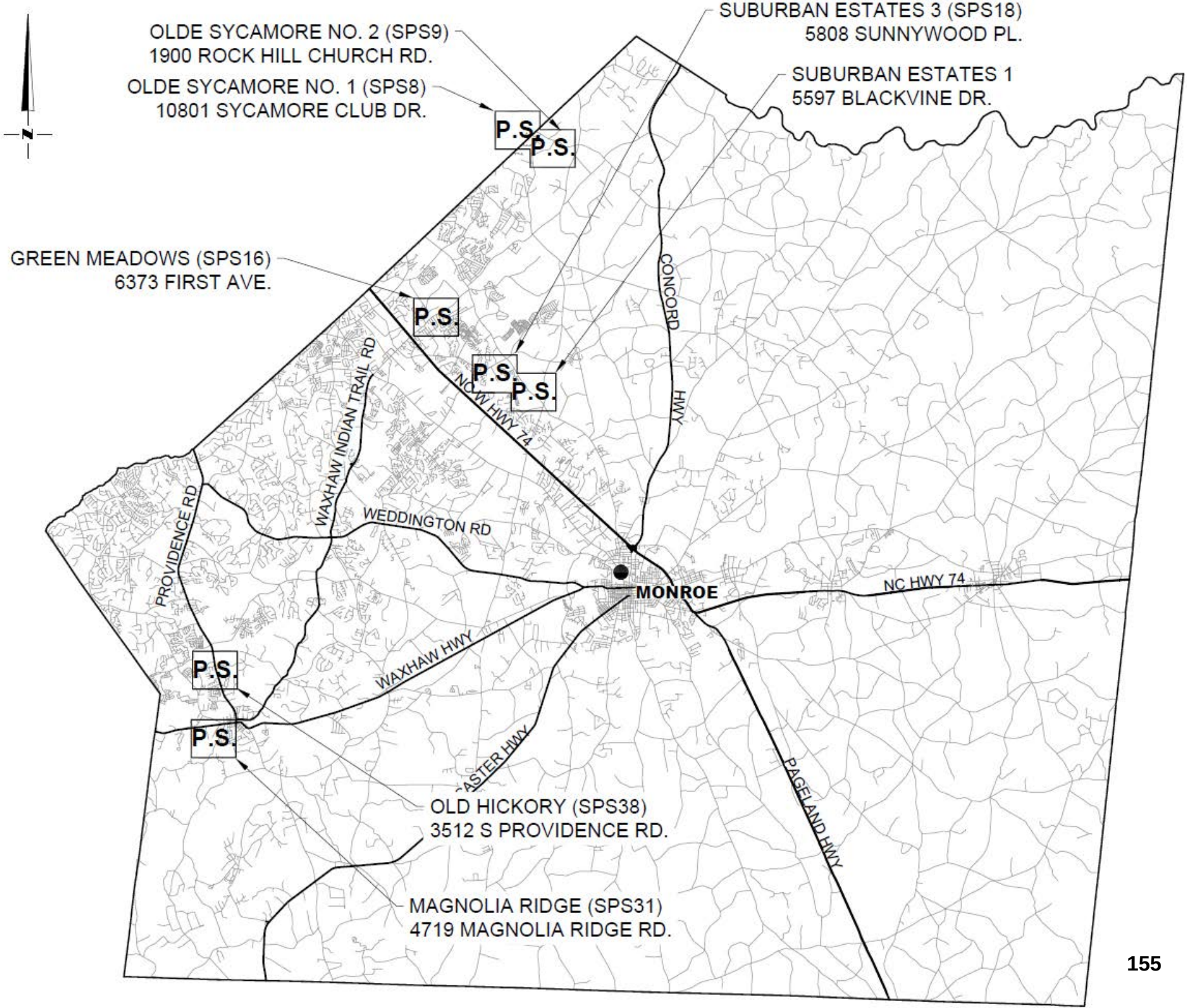

OLDE SYCAMORE NO. 2 (SPS9)
1900 ROCK HILL CHURCH RD.
OLDE SYCAMORE NO. 1 (SPS8)
10801 SYCAMORE CLUB DR.
SUBURBAN ESTATES 3 (SPS18)
5808 SUNNYWOOD PL.
SUBURBAN ESTATES 1
5597 BLACKVINE DR.
GREEN MEADOWS (SPS16)
6373 FIRST AVE.
OLD HICKORY (SPS38)
3512 S PROVIDENCE RD.
MAGNOLIA RIDGE (SPS31)
4719 MAGNOLIA RIDGE RD.
P.S.
MONROE
CONCORD HWY
NOW HWY 74
NC HWY 74
WAXHAW INDIAN TRAIL RD
WEDDINGTON RD
PROVIDENCE RD
WAXHAW HWY
PAGELAND HWY

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between **UNION COUNTY, NC** ("OWNER"), and **WK Dickson & Co., LLC. d/b/a Ardurra Group North Carolina** (formerly known as W.K. Dickson & Co., Inc.) ("ENGINEER"), dated **January 1, 2024**, ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

MPA: 8678

TASK ORDER NUMBER: 8678-~~05~~ 04 (all references to Task Order 8678-05 herein shall be deemed to refer to Task Order 8678-04

RELATED RFQ NUMBER: 2024-021

Int _____

PROJECT NAME: FY22 Pump Station Rehabilitation Project
Construction Contract Administration and Observation Services

PART 1.0 PROJECT DESCRIPTION

ENGINEER was retained by OWNER under Task Order 2021-05, to complete the design, permitting, and bidding services of a project to rehabilitate seven sanitary sewer pump stations located within OWNER's wastewater collection and transmission system.

Under this Task Order 8678-05, ENGINEER will provide multi-disciplinary engineering services associated with construction contract administration, including Special Inspection Services per North Carolina Building Code requirements, Construction Observation, and project closeout & record documentation services for the project.

ENGINEER will provide the scope of services outlined by the following phases for the fees listed herein.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

The detailed scope of services for Basic Services is as follows:

Construction Administration Services (LS)

2.1 ENGINEER's Project Manager shall coordinate and oversee all project activity on a regular basis related to all administrative and technical aspects of the project. In

particular, the Project Manager will supervise and direct all staff related technical components of the project

2.2 ENGINEER shall provide project tracking as follows:

2.2.1 ENGINEER shall prepare monthly invoices for its services in format acceptable to OWNER.

2.2.2 ENGINEER shall maintain a project cost accounting system throughout the life of the Project.

2.3 ENGINEER shall act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of OWNER and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work.

2.4 Organize and facilitate a Pre-Construction Conference and record minutes for distribution to all attendees, OWNER, and Contractor.

2.4.1 Pre-construction conference may be held in person, remotely via a conference call, or virtual platform. Shall OWNER elect to conduct the pre-construction conference remotely, ENGINEER shall host platform for conference call or virtual video/tele-conference for the meeting.

2.5 Review and approve or take other appropriate action with respect to Shop Drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not include, means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto.

2.6 Make recommendations to OWNER concerning the disapproval or rejection of Contractor's Work while it is in progress if ENGINEER believes that such Work does not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. ENGINEER shall have reasonable access to the Work at all times whenever it is in preparation or progress.

2.7 Debrief with OWNER and ENGINEER's field representative to determine if the completed Work is acceptable to OWNER so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the work is acceptable. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable and in conformance with the Contract Documents to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER to OWNER under this Agreement, as well as the agreement between the parties dated ~~March 8, 2022~~*, including, without limitation, Task Order 2021-05, and all associated amendments thereto, issued thereunder. After determining that the completed Work is acceptable, ENGINEER shall issue a written Certificate of Substantial Completion to the Contractor. Notice of Acceptance shall establish the completion date.

Int _____

* January 7, 2021

2.8 Receive, review, and recommend for approval, Contractor's final payment request. Prepare a final adjusting Change Order to be signed by the Contractor and submitted to OWNER with the final pay request.

Construction Administration services to be provided on an hourly (NTE) basis, as needed:

2.9 ENGINEER shall conduct monthly construction progress meetings and site visits to observe as an experienced and qualified design professional, the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, ENGINEER's inspections shall not be intended to involve work beyond the responsibility specifically assigned to the ENGINEER in the Agreement or Contract Documents. On the basis of on-site inspections, ENGINEER shall keep OWNER informed of the progress and quality of the Work, and shall alert OWNER to defects and deficiencies in the Work of the Contractor. Twelve (12) progress meetings/site visits (one per month at approximately 4 hours each, including travel time) are budgeted for the Contract. ENGINEER shall develop and issue meeting minutes/inspection report for each progress meeting/site visit.

2.10 ENGINEER shall determine a recommended amount owed to the Contractor based on ENGINEER's and OWNER's observations and inspections at the Site and the data comprising the Application for Payment, and the accompanying data and schedules, and recommend in writing payments to Contractor in such amounts. OWNER's representative shall work with ENGINEER to provide documentation of quantities of work completed in the absence of ENGINEER and shall collaborate with ENGINEER regarding quantities of completed work for the purposes of pay application review. Such recommendations of payment will constitute a representation to OWNER that the Work has progressed to the point indicated and that, to the best of ENGINEER's and OWNER's representative knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The issuance of a recommendation will further constitute ENGINEER's representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that ENGINEER is responsible for construction means, methods, techniques, sequences, or procedures or has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Price. ENGINEER has budgeted for twelve (12) payment applications, one being the final payment.

2.11 Following notice from Contractor that Contractor considers the area ready for its intended use, ENGINEER and OWNER, accompanied by designated representatives thereof and the Contractor, shall conduct a final inspection to determine if the Work is substantially and satisfactorily complete. If such Work is determined by ENGINEER to be substantially complete, ENGINEER shall provide a notice of substantial completion to OWNER and Contractor. If the Work is not deemed suitable, ENGINEER shall provide in writing a list of deficiencies to be

corrected before the Work can be deemed substantially complete. ENGINEER shall re-inspect the work when the Contractor provides a written statement that all deficiencies have been corrected. ENGINEER has budgeted for one (1) walkthrough inspection, one (1) issuance of notice of deficiencies to be corrected, and one (1) re-inspection after Contractor provides written statement that all deficiencies have been corrected have been accounted for. The budget for this work is included in ENGINEER's monthly site visits item (outlined above).

2.12 ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time. ENGINEER has budgeted a total of three (3) responses during the Construction duration for the Contract.

2.13 ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and the ENGINEER shall prepare Change Orders and Work Change Directives as required. ENGINEER shall not issue such Change Orders and Work Change Directives until OWNER has approved and accepted Contractor's cost and schedule change proposal to implement such Change Orders and Work Change Directives. ENGINEER has budgeted for preparation and processing of up to four (4) such Change Orders/Work Change Directive, beyond the summary/closeout Change Order mentioned elsewhere herein.

Electrical Construction Administration services to be provided on an hourly (NTE) basis, as needed:

2.14 ENGINEER will provide oversight, document review/processing, and QA/QC associated with documents provided by electrical subconsultant.

2.15 Electrical Professional Engineer Subconsultant shall review and approve or take other appropriate action with respect to discipline specific Shop Drawings (including arc flash submittal, as applicable), samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not include, means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto.

2.16 Electrical professional Engineer Subconsultant shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the discipline specific sections of the Contract Documents.

2.17 Electrical professional engineer subconsultant will support as necessary the Contractor's coordination with Union County Building Code Enforcement permit, inspection, and approval process.

2.18 Following notice from Contractor that Contractor considers the area ready for its intended use, the electrical engineer shall conduct a final inspection to determine if the discipline specific Work is substantially and satisfactorily complete. If such Work is determined to be substantially complete, electrical engineer shall assist ENGINEER in developing a notice of substantial completion to OWNER and Contractor. If the Work is not deemed suitable, electrical engineer shall provide in writing a discipline specific list of deficiencies to be corrected before the Work can be deemed substantially complete. Electrical engineer has budgeted for one (1) walkthrough inspection, one (1) issuance of notice of deficiencies to be corrected for each of the seven pump station sites and one (1) re-inspection after Contractor provides written statement that all deficiencies have been corrected.

2.19 Electrical engineer subconsultant shall prepare and furnish to the ENGINEER discipline specific "Record Drawings" of the completed project, which will provide records and measurements of the completed and installed pump station improvements. Electrical Record Drawings will be incorporated into the final record document submittal provided by ENGINEER to OWNER.

Special Inspections Services are necessary for the improvements at the Suburban Estates No. 1 pump station and shall be provided on an hourly (NTE) basis.

Based on the Schedule of Special Inspections developed by ENGINEER and included in the Contract Documents, Special Inspections subconsultant anticipates providing the following construction materials attesting and special inspection services, in accordance with Chapter 17 of the North Carolina Building Code:

2.20 Structural Steel (1705.2) Special Inspections and non-destructive testing of structural steel elements shall be in accordance with quality assurance inspection requirements of AISC 360, including (but not limited to) the following:

- 2.20.1 Erector and Fabricator Quality Control
  - 2.20.1.1 Document that the erector is in compliance with Chapter N, Section N2 of AISC 360 and provides a field Quality Control Inspector.
  - 2.20.1.2 Document field welder qualifications records for completeness, continuity, and employer.
  - 2.20.1.3 Fabricator Quality Controle shall be per Section 1704.2.5.
- 2.20.2 Structural Steel Welded Connections
  - 2.20.2.1 Document compliance with Welding Procedure Specifications (WPS).

2.20.2.2 Perform continuous or periodic inspections as necessary for complete and partial penetration groove welds, multi-pass fillet welds, and single pass fillet welds ≤ 5/16-inch.

2.20.3 Structural Steel Bolted Connections:

2.20.3.1 Observe that identification markings for bolts, nuts, and washers conform to ASTM standards specified in the approved construction documents.

2.20.3.2 Observe bearing type connections.

2.20.3.3 Observe snug tight connections for faying surface interaction and bold tightening.

2.20.3.4 Observe pre-tensioned connections for faying surface interaction and pre-tensioning methods (turn of nut, tension controlled, etc.).

2.20.3.5 Observe slip-critical connections for faying surface preparation, faying surface interaction and pre-tensioning methods (turn of nut, tension controlled, etc.).

2.20.3.6 Observe steel frame joint details for compliance with approved construction documents in regards to details such as bracing and stiffening, member locations, and application of joint details at each connection.

2.21 Reinforced Concrete (1705.3) – Cast in Place Concrete.

2.21.1 Observe placement of reinforcing steel for compliance with the project plans and specifications prior to the placement of concrete.

2.21.2 Observe the installation of bolts in concrete prior to and during placement of concrete.

2.21.3 Observe formwork for shape, location, and dimensions of concrete members being formed.

2.21.4 Document the use of the required design concrete mix.

2.21.5 Perform physical property tests including slump, air content, and concrete temperature at the time fresh concrete is sampled and obtain samples for strength testing.

2.21.6 Observe maintenance of specified curing temperature and techniques.

2.21.7 Document that the Contractor has provided proper storage and curing facilities for the first 24 hours after casting of cylinders.

2.22 Structural Masonry (1705.4)

2.22.1 As masonry construction begins, the following shall be observed for compliance:

2.22.1.1 Location of reinforcement and connectors.

2.22.1.2 Size and locations of structural elements.

2.22.1.3 Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.

2.22.1.4 Specified size, grade, and type of reinforcement.

2.22.1.5 Protection of masonry during cold weather (temperature below 40 degrees Fahrenheit) or hot weather (temperature above 90 degrees Fahrenheit).

2.22.2 Prior to grouting, the following shall be observed to document compliance:

2.22.2.1 Grout space is clean.

2.22.3 Grout placement shall be observed to document compliance with code and construction document previsions.

2.22.4 Preparation of required grout specimens, mortar specimens and/or prisms shall be observed.

2.23 Soils (1705.6)

2.23.1 Perform Dynamic Cone Penetrometer testing to document materials below shallow foundations are adequate to support the design bearing capacity.

2.23.2 Document excavations are extended to proper depth and have reached proper materials.

2.24 Special Inspections subconsultant will support as necessary the Contractor's coordination with Union County Building Code Enforcement permit, inspection, and approval process.

2.25 Special Inspections subconsultant has budgeted for up to 19 site visits to provide the services outlined herein.

Construction Observation Services to be provided on an hourly (NTE) basis:

2.26 ENGINEER shall assign a competent representative (Construction Observer) with previous experience observing similar construction activities to the project to provide construction observation services during active construction activities only within the construction contract duration. Observation services can be provided beyond or more frequently than outlined herein, if requested, as an additional service. The representative will call to the attention of the Contractor deficient work noted in the field and, through the assistance of ENGINEER, interpret the contract documents when questions arise. This budget assumes Construction Observer will be on-site only during active construction and establishes a not-to-exceed (NTE) budgetary limit for services provided within the Contract duration, for use on an as-needed basis for observation services during the Contractor's performance of the Work. During periods of active work, Construction observation shall be provided on average of two days per week, consisting of approximately 5 to 6 hours total, per visit (1 hour each way travel, 2 to 3 hours on-site, and 1 hour report generation). Therefore, Construction observation includes up to 624 man-hours (approximately 12 man-hours per week, as outlined above, for 52 weeks), plus expenses (mileage) for the Construction Observer. ENGINEER will provide general consultation as may be necessary to achieve successful construction for the duration outlined above, including:

2.26.1 Perform observation of the project construction to verify conformance with the Contract Documents;
2.26.2 Call to the attention of the Contactor any deficient work noted in the field;
2.26.3 Through the assistance of ENGINEER's Project Manager, will interpret Contract Documents and Work Orders on behalf of Owner as questions arise;
2.26.4 Document construction activities and photograph critical portions of the project. A daily observation report will be generated to document each site visit. Daily observation reports will be provided to OWNER (in PDF format via email) on a weekly basis;
2.26.5 Schedule and conduct pre-final site visit to establish initial punch list items, and;
2.26.6 Coordinate with OWNER and designated representatives thereof, as needed;
2.26.7 Observe testing and provide OWNER with testing reports as needed;
2.26.8 Perform final inspection to assure that all punch list items have been completed per the Contract Documents.

Project Closeout – As-built Survey and Record Documents (NTE)

2.27 OWNER's Digital and GIS Data As-built Submittal – ENGINEER will prepare and submit to OWNER, at the completion of the project, an as-built submittal in complete accordance with OWNER's as-built submittal requirements. As-built digital submittal shall consist of the following:

2.27.1 As-built Survey – ENGINEER's professional survey subconsultant shall conduct a limited as-built survey (excluding Subsurface Utility Engineering (SUE) services) of the completed pump station rehabilitations only at sites that involve notable site improvements, such as modification of perimeter fencing/site footprint and/or drainage improvements. Limited as-built survey and resulting deliverables shall include depiction of upgrades relevant to the pump station site plans only and be provided electronically, in PDF format.

2.27.1.1 Pump station sites warranting limited as-built survey are:

- ✓ Suburban Estates No. 1 Pump Station
- ✓ Old Hickory Pump Station
- ✓ Magnolia Ridge Pump Station

2.27.2 Record Drawings – ENGINEER shall prepare and furnish to OWNER "Record Drawings" of the completed project, which will provide location, depths, and elevations obtained from the Contractor's records and measurements of the completed and installed pump station improvements. The record drawings shall also incorporate the OWNER's and Construction Observer's observations of changes made during construction. The Record Drawings shall also incorporate survey grade

location data for select sites obtained by the limited as-built survey provided by ENGINEER's survey subconsultant.

2.28 Perform one-year warranty inspection at each pump station and provide an inspection report outlining any deficiencies.

PART 3.0 ADDITIONAL SERVICES

ENGINEER will perform additional services as requested by OWNER. If the need for such services is identified, ENGINEER will prepare an amendment to this Task Order or prepare a new Task Order for OWNER's approval. Additional Services will be performed upon execution of the Task Order amendment or new Task Order. Payment for any Additional Services will be paid only upon execution of an amendment to this Task Order.

PART 4.0 OWNER'S RESPONSIBILITIES

OWNER shall provide ENGINEER reasonable access to the site.

PART 5.0 PERIODS OF SERVICE

ENGINEER shall provide these services to OWNER during the construction phase of the project, which is assumed to commence immediately upon conclusion of the Bidding phase of the project, contingent upon OWNER's approval and direction. Construction phase services are assumed to begin upon the execution of the form of Agreement of the construction Contract. It is assumed the construction of the project will not exceed 395 consecutive calendar days.

PART 6.0 PAYMENTS TO ENGINEER

ENGINEER will be compensated for the work on a lump sum basis and hourly basis, not to exceed **$221,400**, as outlined below:

Phase/Task Description	Fee
Construction Administration 01 – Lump Sum	$24,000
Construction Administration 02 – NTE	$55,000
Electrical Engr Construction Contract Admin – NTE	$26,900
Special Inspection Services – NTE	$17,700
Construction Observation – NTE	$85,400
Project Closeout – As-built Submittal – NTE	$12,400
Total Construction Phase Services	**$221,400**

For Lump Sum (LS) Fee work, a percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be completed as of the day of billing.

For Hourly Not to Exceed (NTE) Fee work, ENGINEER will bill OWNER on the last day of each month for the labor and expenses incurred during that month. Due to ENGINEER's proximity to the project location, expenses associated with meals and/or accommodations are not eligible for reimbursement. All hourly fee work will be charged based upon the personnel classifications

performing the work and corresponding hourly rate set forth in the fee summary as "Attachment A," which is attached and incorporated herein by reference.

This Task Order is executed this_____.

OWNER:	ENGINEER:
UNION COUNTY NORTH CAROLINA	W.K. Dickson & Co., LLC.
By:_____	By:_____
Name: Brian W. Matthews	Name: Jeremy Brashears, PE
Title: County Manager	Title: Client Services Director
Address: 500 N. Main Street, Ste 600 Monroe, NC 28112	Address: 1213 W. Morehead Street, Ste 300 Charlotte, NC 28208

Approved as to Legal Form: BTI

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

_____
Deputy Finance Officer

Attachment A - Hourly Fee Estimate

Budget Table
WK DICKSON
UNION COUNTY PUMP STATION REHABILITATION

PLANtrax®

ALL	ALL	Totals →			$ 221,400	$ 176,410	$ 44,990	1,100	$ 160.37	Labor Category							
										9	7	191	59	153	5	34	642
Phase and/or		Task Manager	Start Date	Finish Date	Total Cost	Total Labor Cost	Total ODC	Total Hours	Labor Ave Hourly Rate	Principal $ 290.00	Sr EM/PM $ 255.00	EM/PM $ 230.00	Sr PE $ 205.00	PE $ 185.00	SR Dsgnr $ 165.00	Admin $ 100.00	CO $ 130.00
Task Code	Task Description		1-Jan-25	30-Aug-25	$	$	$		$	Enter hours (not $) below							
	_Construction Admin. Services 01 (LS) - $24,000																
	Project Development				3,755	3,745	10	17	220.29	2	1	10	2			2	
	Project Management: Monthly Invoicing & Budget Tracking, Schedule				8,520	8,520		40	213.00	6		26				8	
	Coordinate & attend preconst meeting				3,685	3,580	105	20	179.00			6		8		2	4
	Shop Drawing Review - Civil				4,300	4,300		22	195.45			6	12			2	2
	Summary Change Order & Closeout				1,940	1,940		10	194.00			4	4			2	
	Final Letter of Certification and Permit Closeout				1,800	1,800		8	225.00	1		3	4				
	_Construction Admin Services 02 (HNTE) - $55,000																
	Monthly Prog Mtgs/Engineer's Site Visits (up to 12)				24,610	24,360	250	120	203.00			48		72			
	Monthly Contractor Pay Req, review (up to 12)				10,980	10,980		60	183.00			12		36			12
	Final Inspection, Punch List, & One (1) Reinspect.				6,265	6,265		29	216.03			20		9			
	Clarifications & Interpretations to Contractor (up to 3)				4,145	4,145		19	218.16			10	9				
	Change Orders (up to 4, beyond summary CO)				9,000	9,000		44	204.55			16	24			4	
	_Electrical Subconsultant CA Services (NTE) - $26,900																
	Subconsultant Coord. - Mgmnt, Review, Document Processing				4,900	4,900		26	188.46		6	4		10		6	
	Shope Drawing Review - Electrical				5,500		5,500										
	Contractor RFIs & Responses				3,300		3,300										
	Site visits - One visit to each PS for Startup/Punchlist				8,800		8,800										
	Record Drawings				4,400		4,400										
	_Special Inspections Subconsultant (NTE) - $17,700																
	Subconsultant Coord. - Mgmnt, Review, Document Processing				3,880	3,810	70	20	190.50			10		6		4	
	Construction Materials Testing & Special Inspections				6,600		6,600										
	Engineering & Support				3,040		3,040										
	Miscellaneous Services (expenses)				4,180		4,180										
	_Construction Observation Services (HNTE) - $85,400																
	Construction Observation for Conformance & Cert.				81,120	81,120		624	130.00								624
	(12 hours per wk, up to 52 weeks)				4,280		4,280										
	_Closeout: As-Built Survey & Record Docs (HNTE) - $12,400																
	As-built Survey (subconsultant) - Site Plans (SE 1, MR, & OH)				4,100		4,100										
	Record Drawings CAD				4,160	4,160		22	189.09			4	4	12		2	
	Combining and submittal of digial record package				1,710	1,485	225	9	165.00			2			5	2	
	One-year warranty inspection				2,430	2,300	130	10	230.00			10					
	Total				$ 221,400	$ 176,410	$ 44,990	1,100	160.37	9	7	191	59	153	5	34	642

File #: 25-445 **Agenda Date:** 7/14/2025

TITLE:

Bid Award - Downtown Waxhaw Cast-Iron Watermain Replacement

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-83-3651

ACTION REQUESTED:

1) Reject the non-responsible bid of GE Construction Co.; 2) award contract to Dawn Development Company, Inc. in the amount of $2,882,295.00; 3) authorize the County Manager to a) negotiate and execute an agreement with Dawn Development Company, Inc. substantially consistent with this agenda item, b) exercise any renewal or extension term options set forth in the agreement, and c) terminate the agreement if deemed in the best interest of the County, each in the County Manager's discretion; and 4) adopt Resolution Providing Notice of Construction of the Waxhaw Cast-Iron Watermain Replacement Construction.

PRIOR BOARD ACTIONS:

January 19, 2022, Regular Meeting, Agenda Item #22-827 - Approved Transystems Corporation d/b/a SEPI, A Division of Transystems, Task Order 2021-02 for surveying services.

BACKGROUND:

The Capital Improvement Plan (CIP), adopted by the Board of County Commissioners (BOCC), includes the Water Rehabilitation and Renewal Program's annual allocation to assess, prioritize, and rehabilitate/replace water distribution system infrastructure. Water lines within the Town of Waxhaw are aged, cast-iron water lines in need of replacement to improve fire flow and reduce emergency repairs. This project consists of approximately 8,000 linear feet of 2-inch, 6-inch, 8-inch, and 12-inch water lines that will address the deficiencies of this aged infrastructure.

On March 31, 2025, the Procurement Department partnered with Union County Water (UCW) to issue an Invitation for Bid 2025-045 Downtown Waxhaw Cast-Iron Watermain Replacement. On April 29, 2025, two (2) bids for the title project were received. Since fewer than three (3) bids were received, the submitted bids were returned to the bidders unopened.

On May 8, 2025, the Procurement Department partnered with Union County Water to re-issue an Invitation for Bid 2025-045 (Rebid) Downtown Waxhaw Cast-Iron Watermain Replacement. On May 20, 2025, three (3) bids for the title project were received and processed. All bids were tabulated, reviewed and certified by UCW engineering staff. The bids were reviewed to confirm the lowest responsive, responsible (qualified) bidder in accordance with N.C.G.S 143-129(b) and Article 19.04 of the Instruction to Bidders. N.C.G.S 143-129(b) gives the governing body the authority to reject any proposals when in the best interest of the governing body and requires that the contract be awarded

to the lowest responsible bidder, taking into consideration quality, performance, and the time specified for the work. Article 19.04 of the Instruction to Bidders, which was part of the bid documents, states “In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.”. UCW engineering staff’s review determined that the apparent low bidder at the time of the bid opening, GE Construction Co., with a bid amount of $2,218,341.00, did not have the requisite experience and qualifications to perform the project as they provided no experience constructing public utility system water lines; therefore, GE Construction was determined to not meet the responsibility standard for this particular project as required by N.C.G.S. § 143-129 and Article 19 of the Instructions to Bidders. Therefore, it is recommended that the Board officially reject the bid.

The remaining two (2) bids ranged from $2,882,295.00 to $4,027,471.00; staff recommends that the project be awarded to the lowest responsive, responsible bidder, Dawn Development Company, Inc., in the amount of $2,882,295.00.

FINANCIAL IMPACT:

Funding is available within the adopted account 60184130 Waxhaw Water Rehabilitation and Replacement to support the construction contract amount of $2,882,295.00.

June 24, 2025

Thomas Mann, PE
CIP Manager– Project Manager
Union County Water
500 N. Main Street, Suite 600
Monroe, North Carolina 28112

RE:IFB# 2025 – 045 Rebid Downtown Waxhaw Cat-Iron Watermain Replacement Bid Tabulation and Recommendation

Dear Mr. Mann,

Enclosed is the Certified Bid Tabulation for the referenced project. A total of three (3) bids were submitted. The bidders listed in ascending order of total bid price, are GE Construction, Dawn Development Company, Inc., and State Utilities Contractors, Inc.

GE Construction was the apparent low bidder at the time bids were read. However, following review of the contractors' experience, they were deemed to be non-responsible due to lack of experience, as relevant to this project, and so the bid was rejected.
After complete review of Contract Documents, two (2) bids (Dawn Development Company, Inc., and State Utilities Contractors, Inc.) appear to be complete and compliant with the Contract Documents.

Dawn Development Company, Inc. is the apparent lowest responsive, responsible bidder. Based on the results of this Bid and the information we have received at this time, I recommend Union County award the contract to Dawn Development Company, Inc. in the amount of $2,882,295.00.

I am available to address any questions you may have upon your review of the attached documents.

Sincerely,

Nathaniel Grove, PE, PMP – Union County Senior Engineer

NATHANIEL GROVE



Project Name	DOWNTOWN WAXHAW CAST-IRON WATERMAIN REPLACEMENT
Project Number	IFB 2025-045R
Date	May 20, 2025
Owner	Union County

UNIONCOUNTY north carolina

NORTH CAROLINA PROFESSIONAL ENGINEER Nathaniel Grove 052495 ENGINEER NATHANIEL GROVE

NATHANIEL GROVE

Bid Item No.	Description	Unit	Estimated Quantity	GE Construction		Dawn Development Company Inc.			State Utility	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Math Check	Bid Unit Price	Bid Price
1	Mobilization (not to exceed 2% of Total Bid)	LS	1			$ 55,000.00	$ 55,000.00	$ 55,000.00	$ 80,000.00	$ 80,000.00
2	Cash Allowance for Materials Testing	LS	1			$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
3	Abandon Existing Water Mains & Valve Boxes	LS	1			$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 80,000.00	$ 80,000.00
4	Subgrade Stabilization Stone	TN	50			$ 65.00	$ 3,250.00	$ 3,250.00	$ 75.00	$ 3,750.00
5	Tie-in Using Fittings or Sleeves	EA	17			$ 2,500.00	$ 42,500.00	$ 42,500.00	$ 7,500.00	$ 127,500.00
6	Abandon Vaults & All Appurtenances (C-05)	LS	1			$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 8,500.00	$ 8,500.00
7	Tie-in Using Tapping Sleeve & Valve	EA	4			$ 7,500.00	$ 30,000.00	$ 30,000.00	$ 25,000.00	$ 100,000.00
8	Tie-in at Existing Fire Hydrant Leg	EA	7			$ 3,500.00	$ 24,500.00	$ 24,500.00	$ 7,000.00	$ 49,000.00
9	2” Water Main (PVC)	LF	558			$ 65.00	$ 36,270.00	$ 36,270.00	$ 236.00	$ 131,688.00
10	6” Water Main (RJ DIP)	LF	6069			$ 150.00	$ 910,350.00	$ 910,350.00	$ 252.00	$ 1,529,388.00
11	8” Water Main (RJ DIP)	LF	1215			$ 175.00	$ 212,625.00	$ 212,625.00	$ 286.00	$ 347,490.00
12	12” Water Main (RJ DIP)	LF	113			$ 350.00	$ 39,550.00	$ 39,550.00	$ 335.00	$ 37,855.00
13	2” Gate Valve	EA	12			$ 1,500.00	$ 18,000.00	$ 18,000.00	$ 1,400.00	$ 16,800.00
14	6” Gate Valve	EA	33			$ 3,500.00	$ 115,500.00	$ 115,500.00	$ 2,100.00	$ 69,300.00
15	8” Gate Valve	EA	6			$ 4,500.00	$ 27,000.00	$ 27,000.00	$ 3,200.00	$ 19,200.00
16	12” Gate Valve	EA	2			$ 6,500.00	$ 13,000.00	$ 13,000.00	$ 6,000.00	$ 12,000.00
17	2” Blow-off Assembly	EA	6			$ 2,000.00	$ 12,000.00	$ 12,000.00	$ 2,600.00	$ 15,600.00
18	Fire Hydrant Assembly	EA	10			$ 12,000.00	$ 120,000.00	$ 120,000.00	$ 10,000.00	$ 100,000.00
19	16” Steel Casing Pipe (Bored)	LF	100			$ 1,500.00	$ 150,000.00	$ 150,000.00	$ 2,300.00	$ 230,000.00
20	16” Steel Casing Pipe (Open Cut)	LF	50			$ 750.00	$ 37,500.00	$ 37,500.00	$ 400.00	$ 20,000.00
21	Trenchless Road/Driveway crossings (6” WM & 8” WM)	EA	8			$ 10,000.00	$ 80,000.00	$ 80,000.00	$ 6,500.00	$ 52,000.00
22	Punch/Free Bore (2” Water Main)	EA	1			$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 5,500.00	$ 5,500.00
23	Water Service Connection Assemblies	EA	3			$ 2,500.00	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 15,000.00
24	2” Water Service Line	EA	1			$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 12,000.00	$ 12,000.00
25	¾ IN Copper Service Lines (Long Side)	EA	50			$ 2,000.00	$ 100,000.00	$ 100,000.00	$ 3,800.00	$ 190,000.00
26	¾ IN Copper Service Lines (Short Side)	EA	47			$ 3,000.00	$ 141,000.00	$ 141,000.00	$ 2,200.00	$ 103,400.00
27	Pavement Replacement (NCDOT & TOW Maintained Roadways):	LF	2750			$ 100.00	$ 275,000.00	$ 275,000.00	$ 120.00	$ 330,000.00
28	Milling & Paving 2” Asphalt Surface Course (NCDOT & TOW Maintained Roadways):	SY	1400			$ 75.00	$ 105,000.00	$ 105,000.00	$ 48.00	$ 67,200.00
29	Driveway/Roadway Replacement - Gravel	LF	75			$ 25.00	$ 1,875.00	$ 1,875.00	$ 90.00	$ 6,750.00
30	Driveway/Roadway Replacement - Asphalt	LF	75			$ 55.00	$ 4,125.00	$ 4,125.00	$ 160.00	$ 12,000.00
31	Driveway/Roadway Replacement - Concrete	LF	100			$ 75.00	$ 7,500.00	$ 7,500.00	$ 330.00	$ 33,000.00
32	Sidewalk Repair – Concrete/Asphalt	SY	150			$ 75.00	$ 11,250.00	$ 11,250.00	$ 255.00	$ 38,250.00
33	Milling & Paving NC-75 per NCDOT Standards	SY	160			$ 100.00	$ 16,000.00	$ 16,000.00	$ 430.00	$ 68,800.00
34	Excavate Remove Pavement, Backfill and Asphalt repair Per C-04	LS	1			$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 20,500.00	$ 20,500.00
35	Erosion & Sediment Control	LS	1			$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 32,000.00	$ 32,000.00
36	Erosion & Sediment Control Maintenance	LS	1			$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00
37	Traffic Control – All	LS	1			$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 10,000.00	$ 10,000.00
38	Road Painting & Stripping - All	LS	1			$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00
39	Contingency Allowance	LS	1			$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
40	Demobilization (not to exceed 2% of Total Bid)	LS	1			$ 55,000.00	$ 55,000.00	$ 55,000.00	$ 6,500.00	$ 6,500.00
41	Sub-total of Items 1-40 (excluding 2 & 39)					$	2,847,295.00	$ 2,847,295.00	$	3,992,471.00
42	Contingency Allowance (Item 39)					$	30,000.00	$ 30,000.00	$	30,000.00
43	Soils and Materials Testing Allowance (Item 2)					$	5,000.00	$ 5,000.00	$	5,000.00
44	**Total Bid (Total of Items 41-43)**					**$**	**2,882,295.00**	**$ 2,882,295.00**	**$**	**4,027,471.00**

REJECTED BID

RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS PROVIDING NOTICE OF DOWNTOWN WAXHAW CAST-IRON WATERMAIN REPLACEMENT PROJECT CONSTRUCTION

WHEREAS, pursuant to G.S § 153A-457, a county shall notify property owners and adjacent property owners prior to commencement of any construction project by the county; and

WHEREAS, G.S. § 153A-457 provides that notice of a county construction project is deemed sufficient if notice of the construction project is given in any open meeting of the county prior to the commencement of the construction project; and

WHEREAS, the Union County Board of Commissioners desires to give notice of construction of the Downtown Waxhaw Cast-Iron Watermain Replacement project prior to commencement of project construction as required by G.S. § 153A-457.

NOW, THEREFORE, BE IT RESOLVED BY THE Union County Board of Commissioners that:

1. Union County may commence construction of the Downtown Waxhaw Cast-Iron Watermain Replacement project on property as shown on the attached map after the award date of the construction contract for the project.

2. This resolution and notice is adopted in accordance with the construction notice requirements of G.S. § 153A-457.

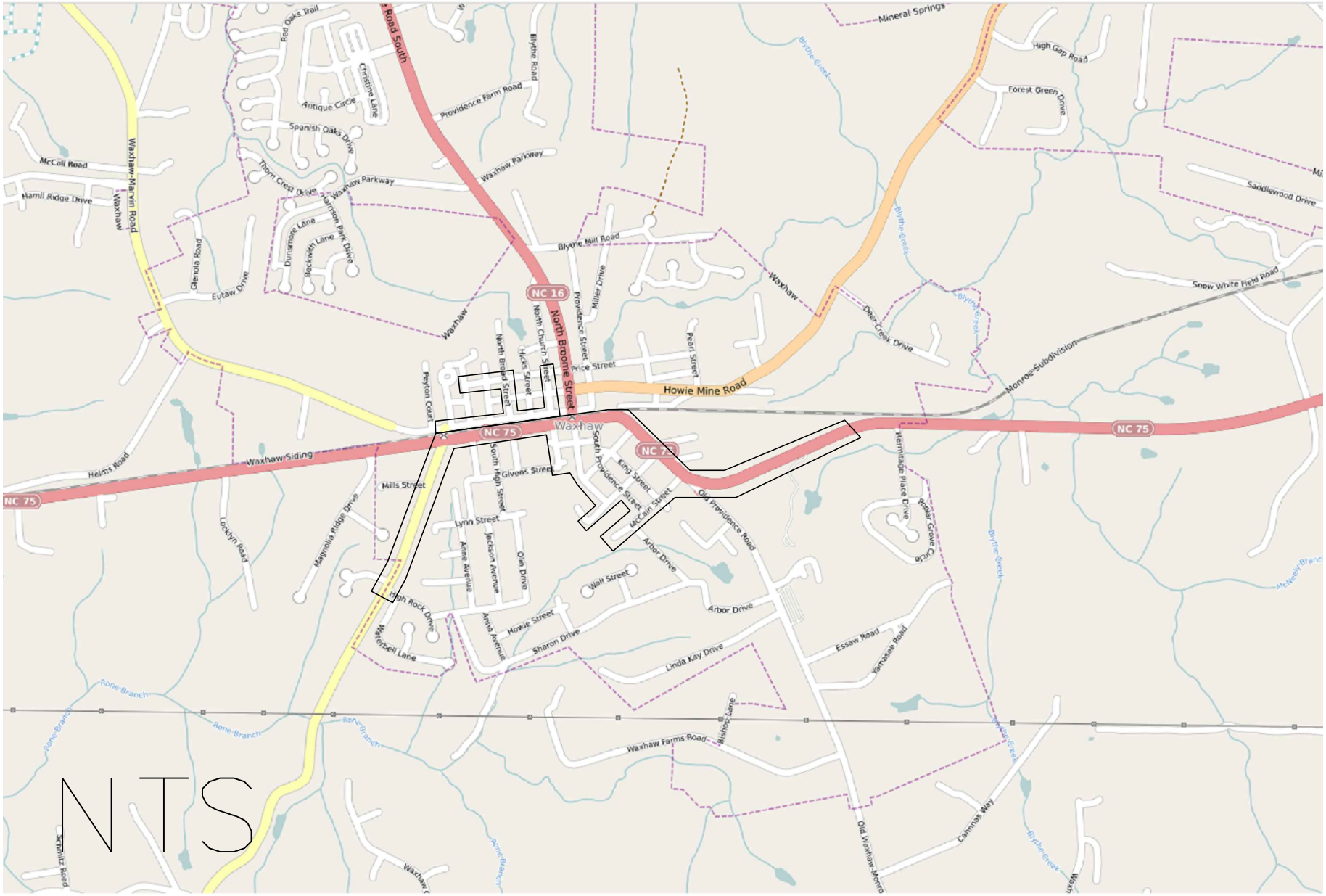
Adopted this the 14th day of July, 2025.

Attest:

Lynn West
Clerk to the Board

Melissa Merrell
Chair, Union County Board of Commissioners

VICINITY MAP



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

File #: 25-454 **Agenda Date:** 7/14/2025

TITLE:

FY 2026 Capital Project Ordinances - Union County Water Capital Projects

INFORMATION CONTACT:

Beverly Liles, Finance, Director, 704-283-3675; Amy McCaskill, UC Water- Utility Business Services, Director, 704-283-3508

ACTION REQUESTED:

Adopt the following Capital Project Ordinances (CPOs):

246C Storge Tank Rehab, WWTP R&R, OC Expansion & Reno, 12ML Adm Building
312F Water R&R FY20-FY2033
313D Wastewater R&R, SCADA Master Plan Update - Sewer, Septic Tank Assessment, STEG Assessment Waxhaw
325C Collection System SSES & Rehab
326E Crooked Ck Interceptor Improvements Phase 2
327A 12 Mile Creek I&I Abatement
328C Wastewater Pump Station Upgrades/Improvements
332B 853 West Zone Transmission Main - Phase 3
335E 12 Mile Creek Exp 7.5-9 MGD
372A Forest Park PS Improvements
375A Catawba River WTP Expansion
377B East Fork Interceptor Improvements
381 Crooked Creek Improvements

PRIOR BOARD ACTIONS:

1) April 15, 2024, Regular Meeting, Agenda Item # 24-255 - UC Water CIP Workshop Follow Up
2) June 17, 2025, Regular Meeting, Agenda Item # 25-367 - FY2026 Budget Adoption

BACKGROUND:

All CPOs appropriate funding as approved by the adopted water and sewer rate ordinance for FY2026 and/or appropriates System Development Fees received during FY2025.

FINANCIAL IMPACT:

Funding is included in the FY2026 Adopted Water and Sewer Rate Ordinance and Adopted Budget.

ACCOUNT	ORG CODE	PROJECT	OBJ CODE	OBJ NAME	PROJECT-TO-	FY26 ADOPTED	FY27 PLANNED	FY28 PLANNED	FY29 PLANNED	FY30 PLANNED	FY31 PLANNED	TOTAL
Revenue	60184015	Water R&R Program	4061	Ift From Water/Sewer Oper Fd	4,600,000.00	**1,600,000.00**	1,700,000.00	1,900,000.00	1,900,000.00	2,000,000.00	2,000,000.00	**15,700,000.00**
Revenue	60185006	Wastewater R&R Program	4061	Ift From Water/Sewer Oper Fd	4,036,068.00	**2,000,000.00**	2,100,000.00	2,200,000.00	2,300,000.00	2,500,000.00	2,500,000.00	**17,636,068.00**
Revenue	60185045	Collection System SSES & Rehab	4061	Ift From Water/Sewer Oper Fd	798,919.00	**900,000.00**	-	200,000.00	1,100,000.00	-	200,000.00	**3,198,919.00**
Revenue	60185054	Crooked Ck Improvements	4061	Ift From Water/Sewer Oper Fd	-	**-**	-	-	-	-		**-**
Revenue	60185055	WWTP R&R	4061	Ift From Water/Sewer Oper Fd	3,500,181.00	**1,300,000.00**	100,000.00	5,200,000.00	3,100,000.00	3,600,000.00	2,000,000.00	**18,800,181.00**
Revenue	60185061	12 ML Creek I&I Abatement	4061	Ift From Water/Sewer Oper Fd	1,232,981.00	**(244,226.00)**	-	-	-	-		**988,755.00**
Revenue	60185064	STEG Asset Inventory/Assessmen	4061	Ift From Water/Sewer Oper Fd	6,504,302.00	**1,500,000.00**	1,400,000.00	1,700,000.00	1,600,000.00	-		**12,704,302.00**
Revenue	60185076	WW Pump Station Improvements	4061	Ift From Water/Sewer Oper Fd	2,527,314.00	**1,626,755.00**	400,000.00	400,000.00	500,000.00	500,000.00	500,000.00	**6,454,069.00**
Revenue	60185082	Forest Park PS Improvements	4061	Ift From Water/Sewer Oper Fd	451,000.00	**-**	-	-	-	-		**451,000.00**
Revenue	60185087	East Fork Interceptor Improvements	4061	Ift From Water/Sewer Oper Fd	-	**-**	-	-	-	-		**-**
Revenue	60185522	STEG Assessment Waxhaw	4061	Ift From Water/Sewer Oper Fd	4,120,000.00	**-**	-	-	-	-		**4,120,000.00**
Revenue	60185526	853 West Zone Trans. Phase 3	4061	Ift From Water/Sewer Oper Fd	1,095,700.00	**-**	-	-	-	-		**1,095,700.00**
Revenue	60185054	Crooked Ck Improvements	4720	Revenue Bonds	-	**7,500,000.00**	-	15,000,000.00	-	7,500,000.00		**30,000,000.00**
Revenue	60185082	Forest Park PS Improvements	4720	Revenue Bonds	-	**5,090,000.00**	-	-	-	-		**5,090,000.00**
Revenue	60185087	East Fork Interceptor Improvements	4720	Revenue Bonds	11,329,000.00	**42,623,000.00**	-	-	-	-		**53,952,000.00**
Revenue	60185526	854 West Zone Trans. Phase 3	4720	Revenue Bonds	-	**9,500,000.00**	-	-	-	-		**9,500,000.00**
Revenue	60185522	STEG Assessment Waxhaw	4432	State Grant Funds	-	**1,477,500.00**	-	-	-	-		**1,477,500.00**
Revenue	60185057	Crooked Ck Interceptr Imp Ph 2	4061	Ift From Water/Sewer Oper Fd	2,243,383.00	**(583,286.00)**	-	-	-	-	-	**1,660,097.00**
Revenue	60185057	Crooked Ck Interceptr Imp Ph 2	4063	Ift From SDFS CRF	2,427,017.00	**583,286.00**	-	-	-	-	-	**3,010,303.00**
Revenue	60185057	Crooked Ck Interceptr Imp Ph 2	4031	Ift From Special Rev Proj Fund	16,000,000.00	**-**	-	-	-	-	-	**16,000,000.00**
Revenue	60185531	12 Mile Creek Exp 7.5 - 9 MGD	4063	Ift From SDFS CRF	14,752,916.00	**8,296,885.00**	-	-	-	-	-	**23,049,801.00**
Revenue	60185531	12 Mile Creek Exp 7.5 - 9 MGD	4061	Ift From Water/Sewer Oper Fd	4,929,367.00	**(4,929,367.00)**	-	-	-	-	-	**-**
Revenue	60185531	12 Mile Creek Exp 7.5 - 9 MGD	4720	Revenue Bonds	11,097,717.00	**(3,367,518.00)**	-	-	-	-	-	**7,730,199.00**
Revenue	60185531	12 Mile Creek Exp 7.5 - 9 MGD	4432	State Grant Funds	25,610,000.00	**-**	-	-	-	-	-	**25,610,000.00**
Revenue	60184523	Catawba River WTP Expansion	4061	Ift From Water/Sewer Oper Fd	2,344,503.00	**(2,094,679.00)**	-	-	-	-	-	**249,824.00**
Revenue	60184523	Catawba River WTP Expansion	4063	Ift From SDFS CRF	941,598.00	**2,094,679.00**	-	-	-	-	-	**3,036,277.00**
Revenue	60184523	Catawba River WTP Expansion	4720	Revenue Bonds	5,676,478.00	**-**	-	-	-	-	-	**5,676,478.00**
						FY26 Total	**74,873,029.00**				**Grand Total**	**182,828,591.00**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #246C

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Storage Tank Rehab
WWTP R&R
Operation Center Expansion and Renovations
12ML Adm Building

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $1,300,000 is hereby appropriated for total project cost of $18,151,753.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$4,526,753
Revenue Bond Proceeds	$13,625,000

Section III. The attached CPO #246C chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 246C

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from W&S Operating Fund	3,226,753	1,300,000	4,526,753	Storage Tank Rehab	425,000	-	425,000
			-	WWTP R&R	300,181	1,300,000	1,600,181
Revenue Bond Proceeds	13,625,000	-	13,625,000	Operation Center Expansion and Renovations	14,543,060	-	14,543,060
	-	-	-	12ML Adm Building	1,583,512	-	1,583,512
			-				
Total	16,851,753	1,300,000	18,151,753	**Total**	16,851,753	1,300,000	18,151,753

EXPLANATION: Addition of funding for projects based on updated Capital Improvement Plan.

DATE: APPROVED BY:

BOCC Chairman/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
Storage Tank Rehab				**Storage Tank Rehab**			
IFT from W&S Operating Fund	-	-	-	A&E	75,000	-	75,000
60184097-4061				60184097-5594-52024			
Storage Tank Rehab				**Storage Tank Rehab**			
IFT from W&S Operating Fund	425,000	-	425,000	Construction	350,000	-	350,000
60184097-4061-52024				60184097-5595-52024			
WWTP R&R				**WWTP R&R**			
IFT from W&S Operating Fund	300,181	-	300,181	A&E	219,451	-	219,451
60185055-4061				60185055-5594			
WWTP R&R				**WWTP R&R**			
IFT from W&S Operating Fund	-	1,300,000	1,300,000	Construction	80,730	-	80,730
60185055-4061-52026				60185055-5595			
				WWTP R&R			
				Construction	-	1,300,000	1,300,000
				60185055-5595-52026			
Operation Center Expansion and Renovations				**Operation Center Expansion and Renovations**			
Revenue Bond Proceeds	12,325,000	-	12,325,000	A&E	2,218,060	-	2,218,060
60186019-4720				60186019-5594			
Operation Center Expansion and Renovations				**Operation Center Expansion and Renovations**			
IFT from W&S Operating Funds	2,218,060	-	2,218,060	Construction	12,325,000	-	12,325,000
60186019-4061				60186019-5595			
12ML Adm Building				**12ML Adm Building**			
IFT from W&S Operating Fund	283,512	-	283,512	Construction	1,483,512	-	1,483,512
60186022-4061				60186022-5595			
12ML Adm Building				**12ML Adm Building**			
Revenue Bond Proceeds	1,300,000	-	1,300,000	Architectural	100,000	-	100,000
60186022-4720				60186022-5594			
Total	16,851,753	1,300,000	18,151,753	Total	16,851,753	1,300,000	18,151,753

Prepared By **VAA**
Posted By
Date

Number **246C**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #312F

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Water R&R FY20-FY2033

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $1,600,000 is hereby appropriated for total project cost of $6,140,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund $6,140,000

Section III. The attached CPO #312F chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 312F

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from W&S Operating Fund	4,540,000	1,600,000	6,140,000
			-
Total	4,540,000	1,600,000	6,140,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Water R&R - FY20-FY2033	4,540,000	1,600,000	6,140,000
Total	4,540,000	1,600,000	6,140,000

EXPLANATION: Additional funds requested based on Capital Improvement Plan.

DATE: APPROVED BY:

BOCC Chairman/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Water R&R - FY20-FY2033			
IFT from W&S Operating Fund	2,940,000	-	2,940,000
60184015-4061-52024			
Water R&R - FY20-FY2033			
IFT from W&S Operating Fund	1,600,000	-	1,600,000
60184015-4061-52025			
Water R&R - FY20-FY2033			
IFT from W&S Operating Fund	-	1,600,000	1,600,000
60184015-4061-52026			
Total	4,540,000	1,600,000	6,140,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Water R&R - FY20-FY2033			
A&E	440,000	-	440,000
60184015-5594-52024			
Water R&R - FY20-FY2033			
Construction	2,500,000		2,500,000
60184015-5595-52024			
Water R&R - FY20-FY2033			
Construction	1,600,000	-	1,600,000
60184015-5595-52025			
Water R&R - FY20-FY2033			
Construction	-	1,600,000	1,600,000
60184015-5595-52026			
Total	4,540,000	1,600,000	6,140,000

Prepared By **VAA**
Posted By
Date

Number **312F**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #313D

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Wastewater R&R Program
SCADA Master Plan Update – Sewer
Septic Tank Assessment
STEG Assessment Waxhaw

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $4,977,500 is hereby appropriated for total project cost of $23,877,870.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$20,500,370
Revenue Bond Proceeds	$1,900,000
State Grant-NCDEQ	$1,477,500

Section III. The attached CPO #313D chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 313D

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from W&S Operating Fund	17,000,370	3,500,000	20,500,370	Wastewater R&R Program	2,476,068	2,000,000	4,476,068
			-	SCADA Master Plan Update - Sewer	9,200,000	-	9,200,000
Revenue Bond Proceeds	1,900,000	-	1,900,000	Septic Tank Assessment	3,104,302	1,500,000	4,604,302
			-	STEG Assessment Waxhaw	4,120,000	1,477,500	5,597,500
State Grant -NCDEQ	-	1,477,500	1,477,500		-	-	-
							-
							-
Total	18,900,370	4,977,500	23,877,870	**Total**	18,900,370	4,977,500	23,877,870

EXPLANATION: Reduction/Re-alignment funds for projects based on Capital Improvement Plan.

DATE: APPROVED BY:

BOCC Chairman/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
Wastewater R&R Program				**Wastewater R&R Program**			
IFT from W&S Operating Fund	136,068	-	136,068	A&E	4,068	-	4,068
60185006-4061				60185006-5594			
Wastewater R&R Program				**Wastewater R&R Program**			
IFT from W&S Operating Fund	590,000	-	590,000	Construction	132,000	-	132,000
60185006-4061-52024				60185006-5595			
Wastewater R&R Program				**Wastewater R&R Program**			
IFT from W&S Operating Fund	1,750,000	-	1,750,000	A&E	590,000	-	590,000
60185006-4061-52025				60185006-5594-52024			
Wastewater R&R Program				**Wastewater R&R Program**			
IFT from W&S Operating Fund	-	2,000,000	2,000,000	A&E	1,000,000	-	1,000,000
60185006-4061-52026				60185006-5594-52025			
				Wastewater R&R Program			
				Construction	750,000	-	750,000
				60185006-5595-52025			
				Wastewater R&R Program			
				A&E	-	1,000,000	1,000,000
				60185006-5594-52026			
				Wastewater R&R Program			
				Construction	-	1,000,000	1,000,000
				60185006-5595-52026			
SCADA Master Plan Update - Sewer				**SCADA Master Plan Update - Sewer**			
IFT from W&S Operating Fund	7,300,000	-	7,300,000	Construction	7,200,000		7,200,000
60185009-4061				60185009-5595			
SCADA Master Plan Update - Sewer				**SCADA Master Plan Update - Sewer**			
Revenue Bond Proceeds	1,900,000	-	1,900,000	MISC ADMIN ENG GEOTECH	700,000	-	700,000
60185009-4720				60185009-5593			
				SCADA Master Plan Update - Sewer			
				A&E	1,300,000	-	1,300,000
				60185009-5594			
Septic Tank Assessment				**Septic Tank Assessment**			
IFT from W&S Operating Fund	1,904,302	-	1,904,302	Construction	1,617,302	-	1,617,302
60185064-4061				60185064-5595			
IFT from W&S Operating Fund	700,000	-	700,000	Professional Services	150,000	-	150,000
60185064-4061-52024				60185064-5381			
IFT from W&S Operating Fund	500,000	-	500,000	A&E	137,000	-	137,000
60185064-4061-52025				60185064-5594			
IFT from W&S Operating Fund	-	1,500,000	1,500,000	Construction	700,000	-	700,000
60185064-4061-52026				60185064-5595-52024			
				Construction	500,000	-	500,000
				60185064-5595-52025			
				Construction	-	1,500,000	1,500,000
				60185064-5595-52026			
STEG Assessment Waxhaw				**STEG Assessment Waxhaw**			
IFT from W&S Operating Fund	4,120,000		4,120,000	Construction	4,120,000		4,120,000
60185522-4061				60185522-5595			
STEG Assessment Waxhaw				**STEG Assessment Waxhaw**			
IFT from W&S Operating Fund	-	1,477,500	1,477,500	Construction	-	1,477,500	1,477,500
60185522-4432-52026				60185522-5595-52026			
Total	18,900,370	4,977,500	23,877,870	Total	18,900,370	4,977,500	23,877,870

Prepared By **VAA**
Posted By
Date

Number **313D**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #325C

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Collection System SSES & Rehab

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $900,000 is hereby appropriated for total project cost of $1,698,919

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$1,698,919

Section III. The attached CPO #325C chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West, Clerk to the Board	Melissa Merrell Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 325C

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from W&S Operating Fund	798,919	900,000	1,698,919	Collection System SSES & Rehab	798,919	900,000	1,698,919
			-				
	-	-	-				
Total	798,919	900,000	1,698,919	**Total**	798,919	900,000	1,698,919

EXPLANATION: Additional funding for project based on Capital Improvement Plan.

DATE: APPROVED BY:

BOCC Chairman/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
Collection System SSES & Rehab				**Collection System SSES & Rehab**			
IFT from W&S Operating Fund	398,919	-	398,919	A&E	275,058	-	275,058
60185045-4061				60185045-5594			
Collection System SSES & Rehab				**Collection System SSES & Rehab**			
IFT from W&S Operating Fund	200,000	-	200,000	Construction	123,861	-	123,861
60185045-4061-52024				60185045-5595			
Collection System SSES & Rehab				**Collection System SSES & Rehab**			
IFT from W&S Operating Fund	200,000	-	200,000	A&E	200,000	-	200,000
60185045-4061-52025				60185045-5594-52024			
Collection System SSES & Rehab				**Collection System SSES & Rehab**			
IFT from W&S Operating Fund	-	900,000	900,000	A&E	200,000	-	200,000
60185045-4061-52026				60185045-5594-52025			
				Collection System SSES & Rehab			
				A&E	-	900,000	900,000
				60185045-5594-52026			
Total	798,919	900,000	1,698,919	Total	798,919	900,000	1,698,919

Prepared By **VAA**
Posted By
Date

Number **325C**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #326E

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Crooked Ck Interceptr Imp Ph 2

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $0 is hereby appropriated for total project cost of $20,670,400

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$1,660,097
Transfer from System Development Fees	$3,010,303
Transfer from Special Project Rev Fund	$16,000,000

Section III. The attached CPO #326E chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 326D

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from W&S Operating Fund	2,243,383	(583,286)	1,660,097	Crooked Ck Interceptr Imp Ph 2	20,670,400		20,670,400
			-				-
IFT from SDFS CRF	2,427,017	583,286	3,010,303				-
	-	-	-				-
IFT from Special Rev Proj Fund	16,000,000	-	16,000,000				
Total	20,670,400	-	20,670,400	**Total**	20,670,400	-	20,670,400

EXPLANATION: Changed Funding Source for Project.

DATE: APPROVED BY:

BOCC Chairman/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
Crooked Ck Interceptr Imp Ph 2 IFT from W&S Operating Fund 60185057-4061	2,243,383	(583,286)	1,660,097	**Crooked Ck Interceptr Imp Ph 2** Capital Legal Land Easements 60185057-5592	575,000	-	575,000
Crooked Ck Interceptr Imp Ph 2 IFT from SDFS CRF 60185057-4063	2,427,017	583,286	3,010,303	**Crooked Ck Interceptr Imp Ph 2** A&E 60185057-5594	2,157,991	-	2,157,991
Crooked Ck Interceptr Imp Ph 2 IFT from W&S Operating Fund 60185057-4031-10040	16,000,000	-	16,000,000	**Crooked Ck Interceptr Imp Ph 2** Construction 60185057-5595	1,937,409	-	1,937,409
				Crooked Ck Interceptr Imp Ph 2 Construction 60185057-5595-10040	16,000,000	-	16,000,000
Total	20,670,400	-	20,670,400	Total	20,670,400	-	20,670,400

Prepared By **ZRT**
Posted By
Date

Number **326E**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #327A

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

12 Mile Creek I&I Abatement

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore a reduction of $244,226 is hereby removed for total project cost of $988,755.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$988,755

Section III. The attached CPO #327A chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 327A

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from W&S Operating Fund	1,232,981	(244,226)	988,755
			-
	-	-	-
Total	1,232,981	(244,226)	988,755

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
12 ML Creek I&I Abatement	1,232,981	(244,226)	988,755
Total	1,232,981	(244,226)	988,755

EXPLANATION: Reduction of funding to move funds needed into the W&WW Pump Station Improvements Program

DATE: APPROVED BY:

BOCC Chairman/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
12 ML Creek I&I Abatement			
IFT from W&S Operating Fund	1,232,981	(244,226)	988,755
60185061-4061			
Total	1,232,981	(244,226)	988,755

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
12 ML Creek I&I Abatement			
A&E	383,000	(183,596)	199,404
60185061-5594			
12 ML Creek I&I Abatement			
Construction	849,981	(60,630)	789,351
60185061-5595			
Total	1,232,981	(244,226)	988,755

Prepared By **VAA**
Posted By
Date

Number **327A**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #328C

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Wastewater Pump Station Upgrades/Improvements

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $1,626,755 is hereby appropriated for total project cost of $4,004,069

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund $4,004,069

Section III. The attached CPO #328C chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 328C

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from W&S Operating Fund	2,377,314	1,626,755	4,004,069
			-
Revenue Bond Proceeds	-	-	-
Total	2,377,314	1,626,755	4,004,069

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Wastewater Pump Station Upgrades/Improvements	2,377,314	1,626,755	4,004,069
Total	2,377,314	1,626,755	4,004,069

EXPLANATION: Additional funding requested for project based on Capital Improvement Plan.

DATE: APPROVED BY:

BOCC Chairman/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Wastewater Pump Station Upgrades/Improvements			
IFT from W&S Operating Fund	927,314	1,226,755	2,154,069
60185076-4061		-	
Wastewater Pump Station Upgrades/Improvements			
IFT from W&S Operating Fund	800,000		800,000
60185076-4061-52023			
Wastewater Pump Station Upgrades/Improvements			
IFT from W&S Operating Fund	400,000	-	400,000
60185076-4061-52024		-	
Wastewater Pump Station Upgrades/Improvements			
IFT from W&S Operating Fund	250,000	-	250,000
60185076-4061-52025		-	
Wastewater Pump Station Upgrades/Improvements			
IFT from W&S Operating Fund	-	400,000	400,000
60185076-4061-52026		-	
Total	2,377,314	1,626,755	4,004,069

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Wastewater Pump Station Upgrades/Improvements			
A&E	74,425	-	74,425
60185076-5594			
Wastewater Pump Station Upgrades/Improvements			
A&E	200,000	-	200,000
60185076-5594-52023			
Wastewater Pump Station Upgrades/Improvements			
Construction	852,889	1,226,755	2,079,644
60185076-5595			
Wastewater Pump Station Upgrades/Improvements			
A&E	100,000	-	100,000
60185076-5594-52024			
Wastewater Pump Station Upgrades/Improvements			
Construction	300,000	-	300,000
60185076-5595-52024			
Wastewater Pump Station Upgrades/Improvements			
Construction	600,000	-	600,000
60185076-5595-52023			
Wastewater Pump Station Upgrades/Improvements			
Construction	250,000	-	250,000
60185076-5595-52025			
Wastewater Pump Station Upgrades/Improvements			
A&E	-	100,000	100,000
60185076-5594-52026			
Wastewater Pump Station Upgrades/Improvements			
Construction	-	300,000	300,000
60185076-5595-52026			
Total	2,377,314	1,626,755	4,004,069

Prepared By **VAA**
Posted By
Date

Number **328C**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #332B

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

853 West Zone Transmission Main – Phase 3

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $9,500,000 is hereby appropriated for total project cost of $10,865,579.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$1,365,579
Revenue Bond Proceeds	$9,500,000

Section III. The attached CPO #332B chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 332B

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from W&S Operating Fund	1,365,579	-	1,365,579	853 West Zone Transmission Main Phase 3	1,365,579	9,500,000	10,865,579
			-				
Revenue Bond Proceeds	-	9,500,000	9,500,000				
			-				
Total	1,365,579	9,500,000	10,865,579	**Total**	1,365,579	9,500,000	10,865,579

EXPLANATION:

DATE: APPROVED BY:

BOCC Chairman/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
853 West Zone Transmission Main Phase 3				**853 West Zone Transmission Main Phase 3**			
IFT from W&S Operating Fund	1,365,579	-	1,365,579	A&E	1,365,579	-	1,365,579
60185526-4061				60185526-5594			
853 West Zone Transmission Main Phase 3				**853 West Zone Transmission Main Phase 3**			
Revenue Bond Proceeds	-	9,500,000	9,500,000	Construction	-	9,500,000	9,500,000
60185526-4720				60185526-5595			
Total	1,365,579	9,500,000	10,865,579	Total	1,365,579	9,500,000	10,865,579

Prepared By **VA**
Posted By
Date

Number **332B**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #335E

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

12 Mile Creek Exp 7.5-9 MGD

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $0 is hereby appropriated for total project cost of $56,390,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from System Development Fees	$23,049,801
Revenue Bond Proceeds	$7,730,199
State Grant	$25,610,000

Section III. The attached CPO #335E chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT 335E

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from SDFS CRF	14,752,916	8,296,885	23,049,801
			-
IFT from Water/Sewer Oper Fd	4,929,367	(4,929,367)	-
			-
Revenue Bond Proceeds	11,097,717	(3,367,518)	7,730,199
State Grant	25,610,000	-	25,610,000
Total	56,390,000	-	56,390,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
12 Mile Creek Exp 7.5 - 9 MGD	56,000,000	-	56,000,000
Total	56,000,000	-	56,000,000

EXPLANATION: To change the funding source of the construction of the Twelve Mile Creek WRF 9 MGD Project.

DATE: APPROVED BY:

BOCC Chairman/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
12 Mile Creek Exp 7.5 - 9 MGD			
IFT from SDFS CRF	14,752,916	8,296,885	23,049,801
60185531-4063			
12 Mile Creek Exp 7.5 - 9 MGD			
IFT from Water/Sewer Oper Fd	4,929,367	(4,929,367)	-
60185531-4061			
12 Mile Creek Exp 7.5 - 9 MGD			
Revenue Bond Proceeds	11,097,717	(3,367,518)	7,730,199
60185531-4720			
12 Mile Creek Exp 7.5 - 9 MGD			
State Grant	25,610,000	-	25,610,000
60185531-4432-11051			
Total	56,390,000	-	56,390,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
12 Mile Creek Exp 7.5 - 9 MGD			
A&E	7,700,461	-	7,700,461
60185531-5594			
12 Mile Creek Exp 7.5 - 9 MGD			
Construction	23,079,539		23,079,539
60185531-5595			
12 Mile Creek Exp 7.5 - 9 MGD			
Construction	25,610,000	-	25,610,000
60185331-5595-11051			
	-	-	-
Total	56,390,000	-	56,390,000

Prepared By **ZRT**
Posted By
Date

Number **335E**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #372A

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Forest Park PS Improvements

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $5,090,000 is hereby appropriated for total project cost of $5,541,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$451,000
Revenue Bond Proceeds	$5,090,000

Section III. The attached CPO #372A chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT #372A

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from W&S Operating Fund	451,000	-	451,000
		-	-
Revenue Bond Proceeds	-	5,090,000	5,090,000
			-
		-	-
Total	451,000	5,090,000	5,541,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Forest Park PS Improvements	451,000	5,090,000	5,541,000
Total	451,000	5,090,000	5,541,000

EXPLANATION: Additional funding based on Capital Improvement Program.

DATE: APPROVED BY:

BOCC Chairman/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Forest Park PS Improvements			
IFT from W&S Operating Fund	451,000	-	451,000
60185082-4061			
Forest Park PS Improvements			
Revenue Bond Proceeds	-	5,090,000	5,090,000
60185082-4720			
Total	451,000	5,090,000	5,541,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Forest Park PS Improvements			
A&E	451,000	-	451,000
60185082-5594			
Forest Park PS Improvements			
CONSTRUCTION	-	5,090,000	5,090,000
60185082-5595			
Total	451,000	5,090,000	5,541,000

Prepared By **VAA**
Posted By
Date

Number **372A**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #375A

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Catawba River WTP Expansion

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $0 is hereby appropriated for total project cost of $8,962,579.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from W&S Operating Fund	$249,824
Transfer from System Development Fees	$3,036,277
Revenue Bond Proceeds	$5,676,478

Section III. The attached CPO #375A chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT #375A

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from W&S Operating Fund	2,344,503	(2,094,679)	249,824	Catawba River WTP Expansion	-	8,962,579	8,962,579
			-				
IFT FROM SDFS CRF	941,598	2,094,679	3,036,277				
			-				
Revenue Bond Proceeds	5,676,478	-	5,676,478				
Total	8,962,579	-	8,962,579	**Total**	-	8,962,579	8,962,579

EXPLANATION: Change project funding based on Capital Improvement Program

DATE: APPROVED BY:

BOCC Chairman/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
Catawba River WTP Expansion				**Catawba River WTP Expansion**			
IFT from W&S Operating Fund	2,344,503	(2,094,679)	249,824	A&E	-	8,962,579	8,962,579
60184523-4061				60184523-5594			
Catawba River WTP Expansion				**Catawba River WTP Expansion**			
IFT FROM SDFS CRF	941,598	2,094,679	3,036,277	Construction	-	-	-
60184523-4063				60184523-5595			
Catawba River WTP Expansion							
Revenue Bond Proceeds	5,676,478	-	5,676,478				
60184523-4720							
Total	8,962,579	-	8,962,579	Total	-	8,962,579	8,962,579

Prepared By **ZRT**
Posted By
Date

Number **375A**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #377B

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

East Fork Interceptor Improvements

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an addition of $42,623,000 is hereby appropriated for total project cost of $46,452,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Revenue Bond Proceeds	$46,452,000

Section III. The attached CPO #377B chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT #377B

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
Revenue Bond Proceeds	3,829,000	42,623,000	46,452,000	East Fork Interceptor Improvements	3,829,000	42,623,000	46,452,000
		-	-				
	-	-	-				-
			-				
		-	-				
Total	3,829,000	42,623,000	46,452,000	**Total**	3,829,000	42,623,000	46,452,000

EXPLANATION: To fully fund the construction of the East Fork Interceptor project.

DATE: APPROVED BY:

BOCC Chairman/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
East Fork Interceptor Improvements							
Revenue Bond Proceeds	3,829,000	42,623,000	46,452,000	**East Fork Interceptor Improvements** Capital Legal Land Easements	52,667	-	52,667
60185087-4720				60185087-5592			
				East Fork Interceptor Improvements			
	-	-	-	A&E	3,776,333	-	3,776,333
				60185087-5594			
				East Fork Interceptor Improvements			
				A&E		42,623,000	42,623,000
				60185087-5595			
Total	3,829,000	42,623,000	46,452,000	Total	3,829,000	42,623,000	46,452,000

Prepared By **VAA**
Posted By
Date

Number **377B**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #381

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Crooked Creek Improvements

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore $7,500,000 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Revenue Bond Proceeds	$7,500,000

Section III. The attached CPO #381 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July, 2025.

ATTEST:

Lynn G. West, Clerk to the Board	Melissa Merrell Chairwoman, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT #381

BUDGET **Water and Sewer CIP Fund** REQUESTED BY **Water**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
Revenue Bonds	-	7,500,000	7,500,000	Crooked Ck Improvements	-	7,500,000	7,500,000
							-
			-				
		-	-				
Total	-	7,500,000	7,500,000	**Total**	-	7,500,000	7,500,000

EXPLANATION: New project funding based on Capital Improvement Program

DATE: APPROVED BY:

BOCC Chairman/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
Crooked Ck Improvements				**Crooked Ck Improvements**			
IFT from W&S Operating Fund 60185054-4720	-	7,500,000	7,500,000	A&E 60185054-5594	-	7,500,000	7,500,000
Total	-	7,500,000	7,500,000	Total	-	7,500,000	7,500,000

Prepared By **VAA**
Posted By
Date

Number **381**

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

File #: 25-455 **Agenda Date:** 7/14/2025

TITLE:

Sole Source Standardization Approval and Purchase - Poplin Road Pump

INFORMATION CONTACT:

Christopher Clark, Union County Water, Director Water and Wastewater, 704-296-4215

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:

Poplin Road Pump Station uses two Flygt pumps to transfer sewage from the Poplin Sewer Basin to the 12-Mile WRF. One of these pumps has failed and needs to be replaced as soon as possible. Xylem Water Solutions USA is the sole provider of Flygt pumps in our region. Using a different manufacturer's pump would increase costs for the County due to the need to replace several other components and requiring modifications to meet the specific requirements of the Poplin Sewer Pump Station.

We are requesting the Board to approve Sole Source Standardization for Flygt pumps manufactured by Xylem Water Solutions USA, for the Poplin Road Pump Station. This is in accordance with the Union County Procurement Policy, Section 3.8, Item iii, standardization or compatibility is the overriding consideration.

We are also requesting approval to purchase a Flygt pump in the amount of $169,722.00.

FINANCIAL IMPACT:

Funding is available within the adopted FY25 UCW Budget to support the purchase amount of $169,722.00.

Xylem Water Solutions USA, Inc.
Flygt Products

35 Nutmeg Drive
P.O. Box 1004
Trumbul, CT 06611-0943
Tel 203 380 4700
Fax 203 380 4705

June 11, 2025

UNION COUNTY PUBLIC WORKS
500 N MAIN ST STE 500
SUITE 500
MONROE NC 28112-4730

Quote # 2025-CHA-0770
Project Name: UNION COUNTY WATER
Job Name: POPLIN RD

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3231.735-0171049

Qty	Part Number	Description	Unit Price
1	003231ZZZZ0	Flygt NP 3231, 63-480, 395 mm Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually Hard iron impeller and insert ring Drive Unit: 735 4 pole, 250 hp, 460 V, Std motor Cooling jacket for direct media cooling Standard connection housing Insulated support bearing Cables (2-40' shielded power cable) Cable Grips Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory Pricing based on using MAS801	$ 162,357.00

3231.735-0171049 Price $ 162,357.00

Total Price $ 162,357.00

Freight Charge $ 7,365.00

FLYGT
a xylem brand

Qty	Part Number	Description	Unit Price

Total Price $ 169,722.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14, 2024, all orders must meet a minimum dollar value of $1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.

Terms of delivery: Freight PP/Line Item

Time of delivery: Approx. 24-28 working weeks after release of order.

Terms of payment: 100% N30 after invoice date - upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Sincerely,

Christy Helms
Service Supervisor
Phone: 980-312-4330

Christy.Helms@xylem.com

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:
Customer Name:
Job Name: POPLIN RD
Total Amount: $ 162,357.00
(excluding freight)

Signature: _____ Name:_____
(PLEASE PRINT)

Company/Utility:_____ PO:_____

Address:_____ Date:_____

_____ Phone:_____

_____ Email:_____

_____ Fax:_____

UNION COUNTY
north carolina

Memorandum

To: Brian Matthews, County Manager

From: Christopher Clark, Director, Water & Wastewater CBC

Cc: Cheryl Wright, Director of Procurement & Contract Management

Date: June 30, 2025

Re: Sole Source Exception for Poplin Road PS replacement pump purchase

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Poplin Road pump station uses two Flygt pumps to transfer sewage from the Poplin Sewer Basin to the 12-Mile WRF. One of these pumps has failed and needs to be replaced as soon as possible. Xylem Water Solutions USA is the sole provider of Flygt pumps in our region. Using a different manufacturer's pump would increase costs for the County due to the need to replace several other components and requiring modifications to meet the specific requirements of the Poplin Sewer Pump Station.

We are requesting approval to process this purchase as a Sole Source in accordance with section 3.8 of the UC Procurement policy, item (iii) standardization or compatibility is the overriding consideration. Standardizing the use of the Flygt pump at the Poplin Road location will reduce cost with pump replacements for this location.

We are requesting approval to submit a request to the BOCC, requesting approval to purchase the Flygt pumps in the amount of $169,722 in accordance with the sole source exemption process for the reasons listed above. If additional information is needed to assist with processing this request, please let us know.

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

635 Gold Hill Road
Fort Mill, SC 29715
Tel 980/312-4330

June 27, 2025

Union County
Attn: Matt Ferrell
Sent Via Email

Dear Mr. Ferrell,

The Charlotte/Fort Mill Flygt Branch office of Xylem Water Solutions USA, Inc. is the only source for Flygt 3000 series pumps, accessories and control systems. Please contact me if you have any questions.

Sincerely,

Christy Helms
Service Center Supervisor
M: 980-312-4330
christy.helms@xylem.com

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

File #: 25-457 **Agenda Date:** 7/14/2025

TITLE:

System Development Fee Capital Reserve Fund

INFORMATION CONTACT:

Beverly Liles, Finance, Director, 704-283-3675; Amy McCaskill, UC Water - Utility Business Services, Director, 704-283-3508

ACTION REQUESTED:

1) Adopt Union County Water Budget Amendment #1 and 2) adopt Resolution of the Union County Board of County Commissioners amending the System Development Fee Capital Reserve Fund.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

On June 17, 2019, the System Development Fee Capital Reserve Fund was created in accordance with the General Statues of the State of North Carolina 162A-211(d) and Chapter 159, Article 3, Part 2 for the purpose of allocating system development fees to the cost of constructing capital improvements, professional fees and debt service for the construction or acquisition of capital improvements. The System Development Fee Capital Reserve Fund may be amended from time to time by adopting an amended resolution.

The attached resolution establishes system development fees as a funding source and accounts for SDFs collected for current projects and/or debt service associated with current projects as defined in the attached resolution.

Any projects that are allocated in the resolution that are not currently in progress will remain as restricted fund balance in the capital reserve fund until the funding is needed.

FINANCIAL IMPACT:

System Development Fees in the amount of $11,535,872 will be used as a funding source for capital projects and/or debt service cost related to capacity expansion of the water and sewer infrastructure system.

BUDGET AMENDMENT

BUDGET	UCW SDF CRF	REQUESTED BY	UC Water
FISCAL YEAR	FY 2026	DATE	July 14, 2025

INCREASE

Description		Description	
Fund 603 Capital Reserve Fund			
Fund Balance Appropriation	11,535,872		
System Development Fees			
Transfer to W&S Capital Fund	10,974,850		
Transfer to W&S Operating for Debt Service	561,022		

DECREASE

Explanation: Appropriate System Development Fees in the Capital Reserve Fund

DATE _____ APPROVED BY _____

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

FOR POSTING PURPOSES ONLY

DEBIT			**CREDIT**		
Code	Account	Amount	Code	Account	
Fund 603 SDF CRF					
60384523-5064	Transfer to W&S CIP Fund	2,094,679	60326510-4637	Sewer SDFs	
	CRWTP Expansion				
60384091-5061	Transfer to W&S Fund	561,022	60326810-4637	Water SDFs	
	Yadkin River Water Supply Water Treatment Plant Debt Service				
60385531-5064	Transfer to W&S CIP Fund	8,296,885	60326903-4991	Fund Balance Appr	11,535,872
	12M Creek WWTP Expansion 7.5MGD to 9MGD				
60385057-5064	Transfer to W&S CIP Fund	583,286			
	Crooked Creek Int Ph 2				
	Total	11,535,872		Total	11,535,872

Prepared By JP
Posted By
Date

Number 1

RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS AMENDING THE SYSTEM DEVELOPMENT FEE CAPITAL RESERVE FUND

WHEREAS, Union County (the "County") is authorized to set and collect system development fees, as such fees are defined and described in Article 8 of Chapter 162A of the North Carolina General Statutes, with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, to recoup costs incurred by a local government unit to purchase capacity in, or reserve capacity supplied by, capital improvements or facilities owned by another local government unit, or a combination of those costs; and

WHEREAS, N.C.G.S. §162A-211 provides that such system development fees collected are to be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the North Carolina General Statutes; and

WHEREAS, the County has created a capital reserve fund to account for such system development fee proceeds and fund water and wastewater capital projects ("System Development Fee Capital Reserve Fund" or "SDF CRF") and appropriated certain amounts to such SDF CRF for previous fiscal years, including amending the SDF CRF to account for additional system development fee proceeds received; and

WHEREAS, the County desires to amend the System Development Fee Capital Reserve Fund to account for additional system development fee proceeds received and appropriate certain amounts to such SDF CRF for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Board of Commissioners hereby amends the System Development Fee Capital Reserve Fund as set forth in the attached "Exhibit A- System Development Fee Capital Reserve Fund Capital Projects and Appropriation" ("Exhibit A").

2. The amounts appropriated for each capital project and associated debt service costs to the capital reserve fund for fiscal year 2024-2025 from system development fees are set forth in Exhibit A.

3. This capital reserve fund shall remain effective until all the projects set forth in Exhibit A, and any projects added in the future, are completed. The capital reserve fund may be amended by the Board of Commissioners as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects.

4. This Resolution is effective and binding upon its adoption.

Adopted this the 14th day of July, 2025.

Attest:

_____	_____
Lynn G. West, Clerk to the Board	Melissa Merrell, Chair Union County Board of Commissioners

Exhibit A - System Development Fee Capital Reserve Fund Capital Projects and Appropriations		
Project Name	***Project Description***	***2024-2025 appropriation to the CRF of SDF proceeds for this purpose***
Yadkin River Water Treatment Plant (Debt Service)	Project provides for the design and construction of a new 12.0 MGD water treatment plant and approximately 10 miles of 36-inch finished water transmission main piping from the water treatment plant to the existing Union County water transmission and distribution system. Design of the project commenced in September 2018 and construction began in January 2021. The project was completedin February 2024 at a total project cost of $133,501,200. Revenue bonds were issued in 2021 to fund the majority of this project. The remaining cost will be funded from both system development fee ("SDF") proceeds and transfers from a water and wastewater operating fund derived from user fees.	$ 561,022
Catawba River Water Treatment Plant Expansion	The next expansion of the Catawba River Water Treatment Plant provides for a 16 MGD expansion of the Catawba River WTP to an upgraded plant capacity of 56 MGD. Union County will own 50% of the capacity from this expansion, or 8 MGD, bringing the total Union County-owned capacity to 28 MGD. The project includes design, permitting, bidding, and constructing a new treatment train, equipment, and miscellaneous appurtenances for this upgrade. The majority of this project will be funded by Revenue Bonds. The remaining cost will be funded from both system development fee ("SDF") proceeds and transfers from a water and wastewater operating fund derived from user fees.	$ 2,094,679
12Mile Creek WWTP Expansion	Project provides for 1.5 MGD capacity expansion from 7.5 MGD to 9.0 MGD and related improvements. The project is scheduled to start design in January 2022, bid in January 2024, and construction completed in January 2026. The total project cost is estimated at approximately $56,000,000. Funds received from the State Budget will fund the majority of this project cost. The remaining cost will be funded from SDF proceeds.	$ 8,296,885
Crooked Creek Interceptor Phase 2	This project will upsize the existing interceptor to properly serve existing customers and planned growth within the Crooked Creek Basin in Union County. The proposed project includes the construction of approximately 5,900 LF of 30-inch gravity sanitary sewer from the Crooked Creek WRF to US Highway 74, approximately 6,400 LF of 24-inch gravity sanitary sewer from Highway 74 at Pebble Creek GC to Indian Trail Road, and approximately 1,800 LF of 18-inch gravity sanitary sewer between Indian Trail Road and the Forest Park Pump Station discharge manhole at Chestnut Parkway.	$ 583,286

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

File #: 25-463 **Agenda Date:** 7/14/2025

TITLE:

Memorandum of Understanding between The Town of Waxhaw and Union County

INFORMATION CONTACT:

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative agreement between the Town and County to collaboratively prepare and submit an application for the Federal Emergency Management Agenda Hazard Mitigation Grant Program (FEMA HMGP) funding program. The objective of this application is to secure federal funding for the proposed HMGP project to mitigate flooding along 12-mile creek and to fortify, repair, or replace existing water and sewer infrastructure that has been damaged or compromised by recent storms and is threatened to be compromised by future historic storm events. The scope of this MOU specifically pertains to pre-award activities required to develop and submit the HMGP application.

This proposed MOU provides no responsibilities for the County but to allow for improvements to the existing infrastructure where deficiencies are identified. Improvements proposed must prove to provide a benefit to the system and the residents of Union County. Grant funding would pay for any improvements identified and Waxhaw, with the assistance of our consultant, will manage construction activities.

FINANCIAL IMPACT:

There is no financial impact to the County.

MEMORANDUM OF UNDERSTANDING

between

The Town of Waxhaw ("Town")

and

Union County ("County")

This Memorandum of Understanding (MOU) is entered into by and between the Town of Waxhaw and Union County, both political subdivisions of the State of North Carolina, each a "party," and referred to collectively in the MOU as "the parties." Town and County agree as follows:

Recitals

A. Both parties, as units of local government, are eligible applicants for certain federal and state grant opportunities, including the Federal Emergency Management Administration (FEMA) Hazard Mitigation Grant Program (HMGP).
B. Town has the capacity to directly implement projects of strategic significance.
C. Both parties seek to acquire grant revenue to support projects of strategic significance that benefit the residents of Waxhaw and Union County.

1. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Town and County to collaboratively prepare and submit an application for the FEMA HMGP funding program. The objective of this application is to secure federal funding for the proposed HMGP project to mitigate flooding along 12-mile creek and to fortify, repair, or replace existing water and sewer infrastructure that has been damaged or compromised by recent storms and is threatened to be compromised by future historic storm events. The scope of this MOU specifically pertains to pre-award activities required to develop and submit the HMGP application.

2. Responsibilities of Parties

2.1. Town will:

2.1.1. Prepare all grant application materials including but not limited to: letter of intent, scope of work, narrative, budget, budget narrative, benefit-cost analysis, required federal forms, attachments, letters of support, grant application amendments, environmental and historical review, and respond to requests for information from grantor or State.

2.1.2. Pay the full cost of preparing all grant application materials.

2.1.3. Prepare and provide all grant application materials to the State in a timely manner that facilitates meeting all grant deadlines.

2.1.4. Prepare materials for, and present to, the North Carolina Department of Public Safety (NCDPS) HMGP screening panel.

2.1.5. Be responsible for securing matching fund commitments required for the grant sub-application.

2.1.6. Seek to recover the allowable indirect cost allocations from all grants, including applicable budget line items for "Management Costs.'

2.1.7. Track pre-award expenditures and backup documentation for all eligible activities related to developing the sub-application.

2.1.8. Maintain documentation related to the grant per applicable records retention requirements.

2.1.9. Provide expenditure backup documentation for all activities related to the grant when requested by the State.

2.1.10. Respond to inquiries regarding the grant project in a timely manner.

2.2. County will:

2.2.1. Function as the eligible entity for FEMA funding opportunities, which are mutually agreed upon by the parties.

2.2.2. Register for grant submission portals, if necessary.

2.2.3. Sign all required federal forms*.

2.2.4. Submit grant application materials provided by the Town via the grant submission method in a timely manner*.

2.2.5. Maintain documentation related to the grant per applicable records retention requirements.

* for grants which are mutually agreed upon by the parties

Int _____

2.3. Joint Responsibilities

2.3.1. The Parties hereby commit, to the extent practicable, to early involvement and cooperation to ensure timely decisions are made and that the responsibilities of each Party are met.

2.3.2. The Parties will engage in coordination following the established sub-application submittal timelines.

2.3.3. The Parties will meet on a mutually agreed upon schedule to share sub-application developments, status, and sub-application review and submission milestones.

2.3.4. The Parties will adhere to established communication protocols which outline designated points of contact, preferred communication channels, location and frequency of meetings, preferred document sharing and version control practices, and any applicable confidentiality and security requirements.

2.3.5. The Parties will provide appropriate personnel and/expertise as necessary to complete and submit the sub-application.

2.3.6. The Parties agree to provide data and information necessary to complete the sub-application. Both parties agree that any shared data will be used exclusively to prepare and submit the FEMA HMGP grant sub-application. For sensitive or confidential data elements, the Parties will communicate in advance to establish appropriate specific data protocols to ensure the protection of information and maintain data integrity and security.

3. Effective Date and Duration

3.1. Effective Date: Upon the signature of all parties, this MOU is effective.

3.2. Duration: Unless extended or terminated earlier in accordance with its terms, this MOU will terminate upon completion of all required grant reporting and close-out activities. However, such expiration shall not extinguish or prejudice either party's right to enforce this MOU for any breach or default in performance which has not been cured.

4. Authorized Representatives and Notice. Each of the parties designates the following individuals as their authorized representative for the administration of this MOU. Either party may designate a new authorized representative by written notice to the other.

4.1. County's Authorized Representatives: Brian Matthews, County Manager, Union County, NC

4.2. Town's Authorized Representatives:

4.2.1. Richard Hicks - Interim Town Manager
4.2.2. Rosie Dodd- Finance Director
4.2.3. Orion Holtey, PE, CFM – Assistant Town Engineer
4.2.4. Susan Lee – Administrative Services Manager

Any notice, demand, consent, approval, or other communication to be given under this MOU must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery, certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8 am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the MOU on behalf of that party below.

5. Amendments

This MOU may be amended by mutual written agreement of both parties.

6. Escalation Protocols

6.1. In the event of a disagreement or issue that cannot be resolved at the project team level, the matter will be escalated to the senior management of both Town and County.

6.2. A joint resolution meeting will be scheduled within five (5) business days of escalation, where senior management will review the issue and agree on a course of action.

7. Entirety of the Agreement

This Memorandum of Understanding represents the full and complete understanding of both parties with respect to the subject matter of this MOU.

8. Compliance with Law

The parties agree to comply with all applicable laws and regulations in connection with this MOU, as well as all applicable grant conditions.

9. Public Records.

Notwithstanding anything herein to the contrary, each party has the right to disclose the terms and conditions of this MOU as well as information shared pursuant to this MOU, to the extent necessary to comply with North Carolina public records laws, establish rights, or enforce obligations under this MOU.

10. Indemnification:

To the maximum extent allowed by applicable law, Town agrees to indemnify, defend and hold the County and each of its officers, employees and agents harmless from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities as a result of any claims, demands, lawsuits, actions or proceedings arising from the County's performance of its obligations hereunder, except to the extent caused by breach of contract, negligence or misconduct on the part of the County

SIGNATURES FOLLOW ON NEXT PAGE

Signatures

Party's Certifications:

By execution of this contract, the undersigned certifies that they have the power and authority to execute this MOU on behalf of the parties and bind the parties to its terms.

Each Party, by execution of this contract, hereby acknowledges that it has read this MOU, understands it, and agrees to be bound by its terms and conditions.

Richard N. Hicks		5/6/25
Richard N. Hicks Interim Town Manager Town of Waxhaw (Print)	**Richard N. Nicks** Interim Town manager (Signature)	Date
Rosemary Dodd	Rosemary Dodd	5/6/25
Rosemary Dodd Finance Director Town of Waxhaw (Print)	Rosemary Dodd Finance Director (Signature)	Date
Brian Matthews County Manager Union County, NC (Print)	Brian Matthews County Manager Union County, NC (Signature)	Date

Approved as to Legal Form: BTI

File #: 25-429 **Agenda Date:** 7/14/2025

TITLE:

Contract Renewal - Adult Day Care Services

INFORMATION CONTACT:

Ashley Lantz, Human Services - Social Services, Director, 704-296-4452

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:

1) August 17, 2020, Regular Meeting, Agenda Item #8 - Approved Contract
2) July 19, 2021, Regular Meeting, Agenda Item #21 - Approved Amendment
3) August 1, 2022, Regular Meeting, Agenda Item #22-492- Approved Amendment
4) June 19, 2023, Regular Meeting, Agenda Item #23-361 - Approved Amendment
5) July 15, 2024, Regular Meeting, Agenda Item #24-467 - Approved Amendment

BACKGROUND:

The Human Services Agency’s Division of Social Services operates the Adult Day Care (ADC) program, which provides eligible Union County Residents an alternative to long-term care placement thus allowing them to remain self-sufficient in their own home as long as possible and it is used as respite for many family caregivers. Adult Day Care provides an organized program of services during the day in a community group setting to support the personal independence of older adults. This promotes social, physical, and emotional well-being to individuals. The Union County Division of Social Services' Social Workers provide monitoring and compliance for its clients served by the ADC program.

The Human Services Agency's Division of Social Services has utilized the contractual services of New Testament Adult Day Care Center for Adult Day Care Services since August 2020. New Testament Adult Day Care Center has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional six months beginning July 1, 2025, and ending December 31, 2025. The department is currently working with Procurement on a new solicitation for Adult Day Care Services and expects the new contract to go into effect by the end of this six-month term.

FINANCIAL IMPACT:

The anticipated spend with this vendor during the 6 month period is $132,824, however the total

annual cost for this service is $265,649.00 and is budgeted accordingly for FY2026.

STATE OF NORTH CAROLINA

AMENDMENT #5

COUNTY OF UNION

This Amendment, made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as the "Union," acting through the Union County Consolidated Human Services Agency, and NEW TESTAMENT BAPTIST CHURCH OF MONROE, INC. D/B/A NEW TESTAMENT ADULT DAY CARE CENTER, with an address of 2603 Goldmine Road, Monroe, NC 28110, hereinafter referred to as the "Provider." This Amendment shall modify as indicated that agreement between the parties dated July 1, 2020, as modified by amendments dated September 2, 2021, August 17, 2022, August 24, 2023, and August 5, 2024, hereinafter referred to as the "Agreement."

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement pursuant to which the Provider assumed the responsibility for providing adult day care services for clients of Union's Consolidated Human Services Agency; and

WHEREAS, Union now desires to extend the term of the Agreement to allow Provider to continue to provide the services as detailed in the Agreement; and

WHEREAS, the Provider is willing to continue to provide adult day care services during the extended term.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. The parties agree to extend the term of the Agreement for six (6) months beginning July 1, 2025, and ending December 31, 2025 (the "Renewal Term").

2. During the Renewal Term, the amount Union pays to Provider shall not exceed $265,649.00.

3. The "Contract Addendum" attached to this Amendment will replace the Contract Addendum which was previously attached to the Agreement for purposes of the Renewal Term. The Contract Addendum attached to this Amendment and its accompanying attachments are incorporated herein by this reference.

4. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

5. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Amendment. Each signatory further

warrants that the execution, delivery and performance by it of this Amendment and the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

NEW TESTAMENT BAPTIST CHURCH OF MONROE, INC. D/B/A NEW TESTAMENT ADULT DAY CARE CENTER

By: _____ (SEAL)

Approved as to Legal Form RLM

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

_____
Deputy Finance Officer

CONTRACT ADDENDUM

This Addendum shall modify and supersede as indicated certain terms and provisions of the agreement between UNION COUNTY (the "County") and NEW TESTAMENT BAPTIST CHURCH OF MONROE, INC. D/B/A NEW TESTAMENT ADULT DAY CARE CENTER ("Contractor"), dated July 1, 2020, as amended, for the provision of adult day and health care services by Contractor (the "Agreement"). References to the "Parties" shall hereinafter refer to the County and the Contractor collectively. When used in the Attachments listed below, the terms "County," "Contractor," and "Parties" shall have the same meanings as set forth in this Addendum.

This Addendum is included in compliance with 9 N.C.A.C. 3M.0703 and contract procedures developed by the North Carolina Division of Social Services. In the event of any inconsistencies between the terms and provisions appearing in the Agreement and those appearing in this Addendum (including any attachment thereto), then this Addendum and its attachments shall be controlling. It is the intent of the parties that except as amended by this Addendum, which shall be attached to the referenced Agreement, the terms and provisions of the Agreement shall govern the relationship between the parties.

1. **Contract Documents.** The Agreement shall consist of the following documents, which are attached and incorporated herein by reference:

[x] The Agreement and any exhibits or attachments identified therein.
[x] This Addendum
[x] Attachment A: General Terms and Conditions
[x] Attachment C: Combined Federal Certifications
[x] Attachment D: Conflict of Interest Policy
[x] Attachment E: No Overdue Taxes
[x] Attachment I: HIPAA Business Associate Addendum
[x] Attachment J: Certification Regarding Transportation
[x] Attachment K: IRS Federal Tax Exemption
[x] Attachment L: Notice of Certain Reporting and Auditing Requirements
[x] Attachment M: Contractor's Tax ID Number
[x] Attachment N: State Certification: Contractor Certifications Required by North Carolina Law
[x] Attachment O: Non-Discrimination, Clean Air, Clean Water
[x] Attachment P: Consumer Contributions Policy for Union County DSS
[x] Union County Division of Social Services Consent for Release of Information

These documents constitute the entire agreement between the Parties and supersede all prior oral and/or written statements or agreements. If there are subsequent contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

2. **Contractor's Tax ID No**.: See Attachment M.

3. **Contractor's Fiscal Year End Date**: June 30

4. **Contractor's Status:** [ ] Public [ ] Private for Profit [x] Private Nonprofit

5. **Contract Administrators:** All notices permitted or required to be given by one party to the other and all questions about the contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the parties' respective initial

Contract Administrators are set out below. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ashley Lantz Division Director, Social Services	Name & Title	Ashley Lantz Division Director, Social Services
County	Union County Consolidated Human Services Agency	County	Union County Consolidated Human Services Agency
Mailing Address	2330 Concord Ave.	Street Address	2330 Concord Ave.
City, State, Zip	Monroe, NC 28110	City, State, Zip	Monroe, NC 28110
Telephone	704-296-4300		
Fax	704-296-6151		
Email	Ashley.Lantz@unioncountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Tony Owen, Pastor	Name & Title	Tony Owen, Pastor
Company Name	New Testament Baptist Church of Monroe, Inc. d/b/a New Testament Adult Day Care Center	Company Name	New Testament Baptist Church of Monroe, Inc. d/b/a New Testament Adult Day Care Center
		Street Address	2603 Goldmine Rd.
Mailing Address	2603 Goldmine Rd.	City State Zip	Monroe, NC 28110
City State Zip	Monroe, NC 28110		
Telephone	704-283-5606		
Fax			
Email	pastor@ntbcmonroe.org		

6. Maximum Contract Amount and Funding Source(s):
The total amount paid by the County to the Contractor under this contract shall not exceed Two Hundred Sixty-Five Thousand Six Hundred Forty-Nine Dollars ($265,649.00). This amount consists of:

[x] Federal funds. Amount, or percentage, & CFDA# if known: $136,163.00
[x] State funds. Amount, or percentage, if known: $100,062.00
[x] County funds. Amount, or percentage, if known: $ 29,424.00
[ ] Other:_____. Amount, or percentage, if known: _____

Matching Requirements from Contractor:

[x] There are no matching requirements from the Contractor.

7. Unit Pricing. For purposes of this Agreement, a unit or unit of service, is defined as: See Agreement. Total number of units contracted for: See Agreement. Price per unit: See Agreement.

8. Applicable SIS Code(s): N/A

9. **Service Area/Delivery Site.** Contractor shall provide the services described in this Agreement to the following areas and/or at the following location(s): See Agreement

10. **Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

11. **Access to Persons and Records.** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. All Contractor's records related to this Agreement shall be open to inspection and copying by the County. Contractor shall provide such records to the County within fifteen (15) days of the County's request to inspect and/or copy. Contractor agrees to participate in program, fiscal and administrative monitoring or audits, making records and staff time available to federal, State and County staff. Contractor agrees to take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this contract.

12. **Supplementation of Expenditure of Public Funds.** Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that Contractor otherwise expends for contract services and related programs. Funds received under this Agreement shall be used to provide additional public funding for such services; the funds shall not be used to reduce Contractor's total expenditure of other public funds for such services.

13. **Disbursements.** As a condition of this Agreement, Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. **Outsourcing to Other Countries.** Contractor certifies that it has identified to the County all jobs related to the Agreement that have been outsourced to other countries, if any. Contractor further agrees that it will not outsource any such jobs during the term of this Agreement without providing notice to the County.

15. **Signature Warranty.** Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver, perform and bind their principals to the

terms of this Addendum. Each signatory further warrants that the execution, delivery and performance by it of this Addendum and the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

16. Federal Certifications. Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. Contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by Contractor's authorized representative.

17. Reversion of Funds. Any unexpended grant funds shall revert to the County upon termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Addendum to be duly executed, this day and year first above written. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

NEW TESTAMENT BAPTIST CHURCH OF MONROE, INC. D/B/A NEW TESTAMENT ADULT DAY CARE CENTER

By: _____ (SEAL)

Approved as to Legal Form RLM

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

_____
Deputy Finance Officer

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

(a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
(b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: Contractor agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Without limiting the generality of the foregoing, the Contractor also agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall procure and maintain the following coverage and limits with insurers rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000 Each Accident, $500,000 Disease-Each Employee, and $500,000 Disease – Policy Limit, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
(b) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form covering all operations involved in this Agreement:

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury Limit

(Defense cost shall be in excess of the limit of liability.)

(c) **Automobile Liability Insurance** – The Contractor shall provide automobile liability insurance with a combined single limit of $1,000,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $5,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(i) owned by the Contractor and used in the performance of this contract;

(ii) hired by the Contractor and used in the performance of this contract; and

(iii) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

(d) **Professional Liability** – $1,000,000 Per occurrence. Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

(e) **Abuse and Molestation Insurance**

$300,000 Per Claim
$300,000 Aggregate Limit

(f) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(g) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(h) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County Risk Manager shall be the sole judge of whether such a waiver should be granted.

(i) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County Risk Manager shall be the sole judge of whether such a waiver should be granted.

(j) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(k) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(l) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(m) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(n) Before commencement of any work or event, Contractor shall provide a certificate of insurance in satisfactory form as evidence of the insurances required above.

(o) The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

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

(p) Contractor shall have no right of recovery or subrogation against Union County (Including its officers, agents and employees).

(q) It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

(r) Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

(s) Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

(u) Certificate Holder shall be listed as follows:

Union County
Attn.: Risk Manager
500 North Main Street
Monroe, NC 28112

(v) If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or

subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurance coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

(w) The Certificate of Insurance should note in the Description of Operations the following:
Department: CHSA
Contract: 9667

Transportation of Clients by Contractor: The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. All Contractor's records related to this contract shall be open to inspection and copying by the County. Contractor shall provide such records to the County within fifteen (15) days of the County's request to inspect and/or copy.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. Records for Temporary Assistance for Needy Families (TANF) and Medicaid and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include:

(a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Attachment C

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

_____ _____

Signature **Title**

New Testament Baptist Church of Monroe, Inc.
d/b/a New Testament Adult Day Care Center

Contractor Name **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The site(s) for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

_____

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

ATTACHMENT D

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____

County _____

I, _____, Notary Public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of **New Testament Baptist Church of Monroe, Inc. d/b/a New Testament Adult Day Care Center** and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the ____ day of _____, ___.

Sworn to and subscribed before me this _____ day of _____, 2025.

_____
Notary Public

My Commission expires _____ (Official Seal)

INSTRUCTIONS FOR ORGANIZATION:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

New Testament Baptist Church of Monroe, Inc.
d/b/a New Testament Adult Day Care Center
Name of Organization

_____
Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

.

Approved by:

_____
Name of Organization

_____
Signature of Organization Official

_____
Date

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: Union County Consolidated Human Services Agency

Certification:

We certify that New Testament Baptist Church of Monroe, Inc. d/b/a New Testament Adult Day Care Center does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of New Testament Baptist Church of Monroe, Inc. d/b/a New Testament Adult Day Care Center of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Board Chair

_____
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

_____ My Commission Expires: _____
(Notary Signature and Seal)

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT I

UNION COUNTY CONSOLIDATED HUMAN SERVICES AGENCY
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2025, by and between UNION COUNTY ("Covered Entity") and NEW TESTAMENT BAPTIST CHURCH OF MONROE, INC. D/B/A NEW TESTAMENT ADULT DAY CARE CENTER ("Business Associate") (collectively the "Parties").

1. BACKGROUND

(a) Covered Entity and Business Associate are parties to a contract for adult day care services dated July 1, 2020, as modified by amendments dated September 2, 2021, August 17, 2022, August 24, 2023, and August 5, 2024 (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

(b) The Union County Consolidated Human Services Agency is an organizational unit of Covered Entity as a health care component for purposes of the HIPAA Privacy and Security Rules.

(c) The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.

(d) The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected heath information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

(a) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 CFR 164 Subpart E which compromises the security or privacy of the PHI.

(b) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(c) "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

(d) "HITECH Act" means the "Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

(e) "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(f) "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information set out in 45 CFR part 160 and part 164.

(g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(h) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(i) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

(j) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.

(k) "Unsecured Protected Health Information" shall have the same meaning as the term as the term "unsecured protected health information" in 45 CFR 164.402.

(l) Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not use or disclose Electronic Protected Health Information or other Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Electronic Protected Health Information and other Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by this Agreement, as required by the Privacy and Security Rules. Business Associate shall review and modify its security measures and safeguards to continue provision of reasonable and appropriate protection of Electronic Protected Health Information, and update documentation of such security measures.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Electronic Protected Health Information or other Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity (i) any use or disclosure of Electronic Protected Health Information or other Protected Health Information not provided for by this Agreement of which it becomes aware and (ii) any Security Incident or Breach of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information and/or other Protected Health Information received from, or created, received or transmitted by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Electronic Protected Health Information and other Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Electronic Protected Health Information and other Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

(h) Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning Electronic Protected Health Information and other Protected Health Information, relating to the

use and disclosure of Electronic Protected Health Information and other Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Union County Consolidated Human Services Agency, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

(i) Business Associate agrees to document such disclosures of Electronic Protected Health Information and other Protected Health Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Electronic Protected Health Information and other Protected Health Information by Business Associate or its agents, including subcontractors, in accordance with 45 CFR 164.528 and Section 13405(c)(3) of the HITECH Act, and to provide this information to Covered Entity or an individual to permit such a response.

(j) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional requirements of the Privacy and Security Rules as applicable to Business Associate, including specifically, but not limited to, the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316.

(k) Following the discovery of a breach of security for unsecured Protected Health Information subject to this Agreement, Business Associate shall notify Covered Entity of the breach pursuant to 45 CFR 164.410 and Section 13402 of the HITECH Act, and shall include in the notification the information required by those provisions. Business Associate shall cooperate fully with and provide any information requested by Covered Entity in the Covered Entity's breach analysis procedures, including risk assessment. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known, or reasonably should have been known, to Business Associate to have occurred. Business Associate shall provide notification to Covered Entity without unreasonable delay, and in no event less than 30 calendar days after discovery of a breach by Business Associate.

(l) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate.

(m) Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information except as specifically authorized by the Contract and by the HITECH Act Section 13405(d) and its implementing regulations.

(n) Business Associate shall not engage in any communications within the definition of "marketing" in the HITECH Act except as authorized by the Contract and by the HITECH Act and its implementing regulations.

4. PERMITTED USES AND DISCLOSURES

(a) Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Electronic Protected Health Information and other Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

(1) would not violate the Privacy and Security Rules if done by Covered Entity; or

(2) would not violate the minimum necessary policies and procedures of the Covered Entity.

(b) Business Associate may use and disclose Protected Health Information subject to this Agreement only if such use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e) pursuant to the HITECH Act.

(c) Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Electronic Protected Health Information and other Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(d) Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Electronic Protected Health Information and other Protected Health Information for the proper management and administration of the Business Associate, provided that:

(1) disclosures are Required By Law; or

(2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(e) Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Electronic Protected Health Information and other Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(f) When using or disclosing PHI or when requesting PHI from a covered entity or other business associate, Business Associate must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

(g) Notwithstanding the foregoing provisions, Business Associate may not use or disclose Electronic Protected Health Information or other Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

(a) Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

(3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services

provided by Business Associate, for any reason, Business Associate shall return or destroy all Electronic Protected Health Information and other Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Electronic Protected Health Information and other Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Electronic Protected Health Information or other Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Electronic Protected Health Information or other Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Electronic Protected Health Information and other Protected Health Information and limit further uses and disclosures of such Electronic Protected Health Information and other Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Electronic Protected Health Information and other Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

(a) This Agreement amends and is part of the Contract.

(b) Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

(c) In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy and Security Rules.

(d) A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:

NEW TESTAMENT BAPTIST CHURCH OF MONROE, INC. D/B/A NEW TESTAMENT ADULT DAY CARE CENTER

_____ _____

(Signature) (Date)

_____

(Printed Name & Title)

UNION COUNTY:

_____ _____

Brian W. Matthews, County Manager (Date)

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Union County Consolidated Human Services Agency

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Union County Division of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statemen*t).

_____	Pastor
Signature	Title
New Testament Baptist Church of Monroe, Inc.	
d/b/a New Testament Adult Day Care Center	_____
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Attachment L

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from January through December.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than $25,000
- Level 2: At least $25,000 but less than $500,000
- Level 3: $500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than $500,000, the due date is 6 months from its fiscal year end. For those receiving $500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving $500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to https://www.ncgrants.gov/NCGrants/Help.jsp. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than $500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow

book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than $500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of $500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.

B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.

C. For equipment costing in excess of $500.00, equipment controls and procedures shall include at a minimum the following:

1. Detailed equipment records shall be maintained which accurately include the:

a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;

b. Source/percentage of funding for purchase and restrictions as to use or disposition; and

c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.

2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.

3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.

4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.

5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.

6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.

D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Reporting Requirements of N. C. General Statute 143C-6.23

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 $1 - $24,999	• Certification • State Grants Compliance Reporting Receipt of < $25,000.*	Within 6 months of entity's fiscal year end
Level 2 $25,000 - $499,999	• Certification • State Grants Compliance Reporting Receipt of >= $25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments	Within 6 months of entity's fiscal year end
Level 3 $500,000 or more	• Certification • State Grants Compliance Reporting Receipt of >= $25,000 • Audit [A-133 Single Audit if >= $500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

Grantees receiving $500,000 or more must send one copy of each audit report to DHHS.	Mail to: Or direct delivery to:	DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019 1050 Umstead Drive Raleigh, NC 27606
Grantees receiving $500,000 or more must send one copy of each audit report to the State Auditor. In addition, grantees must submit copies of their audits to www.NCGrants.gov for compliance purposes.	Mail to: Or direct delivery to:	Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601 2 South Salisbury Street Raleigh, NC 27603

ATTACHMENT M - CONTRACTOR'S TAX ID NUMBER

Contractor's Tax ID Number is 56-1560051

Attachment N
State Certifications
Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: New Testament Baptist Church of Monroe, Inc. d/b/a New Testament Adult Day Care Center

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT O

Union County Consolidated Human Services Agency

CERTIFICATION REGARDING NONDISCRIMINATION,
CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with

applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if

such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

_____ _____

Signature Title

New Testament Baptist Church of Monroe, Inc.
d/b/a New Testament Adult Day Care Center _____

Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT P

CONSUMER CONTRIBUTIONS POLICY FOR UNION COUNTY DSS

1. Implementation of Consumer Contributions Policy for Home and Community Care Block Grant Funds (HCCBG) and Social Services Block Grant Funds (SSBG)

A. Purpose

The purpose of the Consumer Contributions Policy is to extend the availability of in-home and community based service administered by the North Carolina Division of Aging and Adult Services (DAAS) and the North Carolina Division of Social Services (DSS) by soliciting from recipients of specific services a portion of the cost for services rendered based upon their ability and willingness to contribute. Revenues collected from service recipients will be retained by the local service provider (UCDSS) and used to increase services to existing clients and/or provide in-home and community based services to other individuals in need of such services.

B. Services Impacted

The Consumer Contributions Policy applies to all services administered by the DAAS and six services (adult day care, adult day health, housing and home improvement, in-home aide services, personal and family counseling, and preparation and delivery of meals) administered by the DSS regardless of funding source.

C. Service Exclusions

- Adults or children receiving services as part of a Protective Services Plan are excluded for 12 months from this policy.
- Clients who receive Work First Assistance.
- Clients applying for or receiving SSI are exempt from the Consumer Contributions Policy when receiving:
    1. Adult Day Care
    2. Adult Day Health
    3. In-Home Aide Services
    4. Personal and Family Counseling
    5. Preparation and Delivery of Meals (SSBG funding only)

D. Screening and Eligibility Determination

A Social Worker in the Adult Services Unit of Union County Division of Social Services will obtain and review the information with each client/family if they are eligible to receive In-Home Aide Services. These services fall under service category Type I and are subject to Administrative Requirements.

All recipients of a service(s) under Type I shall be provided with the opportunity to voluntarily contribute to the cost of the service(s) received. Upon the initiation of the provision of service(s) subject to consumer contributions the service provider will:

1. Inform each recipient or designated representative that the contribution is entirely voluntary and that there is no obligation to contribute.

2. Inform the recipient or designated representative that all contributions will be used to expand the service(s).
3. Inform the recipient or designated representative that information about the client's participation in consumer contributions shall be confidential.
4. Inform each recipient or designated representative of who should be contacted including the telephone number, if there are questions regarding consumer contributions.
5. Inform the recipient or designated representative of the total cost of the service (actual or per unit).
6. Inform the recipient or designated representative that services will not be reduced or terminated for failure to contribute.
7. Maintain the completed Provider Assurance Form in each client's file verifying that the above information was provided to the services recipient or designated representative.

For those recipients of service(s) under Type I, who are above the federal poverty guideline, the provider will:

1. Provide the service recipient or designated representative with the Recommended Contribution Schedule showing the recommended contribution amount based on the service recipient's self-declared income.

* Providers are prohibited from using the Recommended Contribution Schedule with services recipients who are at or below the federal poverty line.

E. Review

On or at least an annual basis, preferably during the service reassessment, the above information will be reviewed with each individual receiving service(s) subject to the Consumer Contribution Policy.

II. COLLECTING AND ACCOUNTING FOR CONSUMER CONTRIBUTIONS REVENUE

Anyone qualifying and participating in consumer contributions will be mailed a monthly statement from UCDSS. Consumer contributions will be paid directly to UCDSS. Proper accounting policy will be followed in receipting client contributions.

The contracting agency will assure that no employee will accept payment of any kind, including cash contributions (Consumer Contributions), from any client or family member. Any client wishing to make such a contribution will be redirected by the contractor to UCDSS for instruction on how that contribution can be made.

Union County Consolidated Human Services Agency
Division of Social Services
2330 Concord Ave.
Monroe, NC 28110

T. 704.296.4300
www.unioncountync.gov

CONSENT TO RELEASE OF INFORMATION

I hereby authorize the Union County Consolidated Human Services Agency to release specified information from my record to:

_____

_____

_____

This information shall include *information regarding my person/services*.

I understand this information will be used for: *Client assistance*

Other information:

_____

_____

_____

I understand the contents to be released, the need for the information, and that there are statues and regulations protecting the confidentiality of authorized information. I hereby acknowledge that this consent is truly and voluntary and is valid for 180 days. I understand that I may revoke this consent at any time except to the extent that information has already been released before I revoke it.

_____ or _____

Client | Authorized Representative

_____

Date

_____

Witness

(*Necessary only if client signs with an "X"*)

File #: 25-431 **Agenda Date:** 7/14/2025

TITLE:

Contract Amendment - FY2026 74X CATS Express Bus Service

INFORMATION CONTACT:

Theresa Torres, Human Services - Transportation, Director, 704-283-3598

ACTION REQUESTED:

Authorize the County Manager to approve the second Amendment to the Interlocal Transit Services Agreement between the City of Charlotte and Union County.

PRIOR BOARD ACTIONS:

1) April 17, 2023, Regular Meeting, Agenda Item # 23-122 - Presentation of 74 Express Bus Service Partnership Update- Action cancel service
2) June 19, 2023, Regular Meeting, Agenda Item #23-387 - Presentation of 74 Express Bus Service Partnership Update-Action add back Indian Trail stop
3) February 5, 2024, Regular Meeting, Agenda Item #24-070 - FY2024- Contract CATS Express Bus Service
4) July 15, 2024, Regular Meeting, Agenda Item #24-476 - FY2025- Contract CATS Express Bus Service
5) November 4, 2024, Regular Meeting, Agenda Item #24-648 - Update on service
6) February 18, 2025, Regular Meeting, Agenda Item #25-004 - Interlocal agreement with Town of Indian Trail

BACKGROUND:

The Charlotte Area Transit System (CATS) provides peak hour weekday express bus service from Indian Trail to uptown Charlotte based on terms set forth in an Interlocal Transit Services Agreement between the City of Charlotte and Union County. Prior to October 2023, the express bus included stops in both Monroe and Indian Trail. The service changed to include only stops in Indian Trail starting October 1, 2023. This contract amendment is the second of the four potential one-year renewal extensions and will cover the period from July 1, 2025, to June 30, 2026.

Union County is obligated under this contract to pay a portion of the operating costs, including administrative expenses, which represent 50% of the net cost of service after deducting fare revenue. Union County's second amendment FY26 ($112,132), which will be paid $20,183 by Indian Trail, leaves $35,883 to be covered by budgeted County general funds, and the remaining 50% to be covered by Federal Transit Administration (FTA) Section 5307 urban transit grant funding.

FINANCIAL IMPACT:

A maximum of $112,132 in payments to CATS will be made. $20,183 will be paid by Indian Trail,

leaving $35,883 to be covered by FY26 budgeted general funds, and $56,066 will be reimbursed through Section 5307 grant funds.

Contract# 2024000318:
Amendment# 2:
Vendor# 129787:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE
INTERLOCAL TRANSIT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE INTERLOCAL TRANSIT SERVICES AGREEMENT (this "Second Amendment") is made and entered into as of the date of the last signature below and is effective as of July 1, 2025, by and between Union County, a political subdivision of State of North Carolina (hereinafter referred to as "Union County" or the "Partner"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and Union County entered into an Interlocal Transit Services Agreement, effective as of October 1, 2023, and assigned City of Charlotte contract number 2024000318 (the "Agreement"), pursuant to which the City agreed to provide regional commuter bus services between Charlotte and Union County.

B. Section 8.1 of the agreement, entitled "Term" states that Union County and City of Charlotte have the option to extend the agreement for up to four (4) years beyond the initial one (1) year term.

C. Section 8.4 of the agreement, entitled "Termination" states the agreement may be terminated upon 125 days written notice to the other party. If Union County is the terminating party, that section also requires Union County to pay the City of Charlotte 50% of the total "Termination Costs" incurred by Charlotte to terminate the Agreement, in addition to paying all invoices for "Net Monthly Costs" through the date of termination.

D. Effective as of July 1, 2024, the parties executed a First Amendment to the Agreement, which extended the Agreement for the first of four (4) one-year renewal terms and made other changes to the Agreement.

E. The parties now desire to amend the Agreement to (i) extend the term of the Agreement by the second of four (4) one-year renewal terms, (ii) update costs in Section 5.3 of the Agreement for fiscal year 2026, and (iii) incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Agreement are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Agreement.
3. The parties acknowledge and agree that the Agreement has been in effect at all times from October 1, 2023 through the present, and that all purchases made during the period from October 1, 2023 through the date of this Amendment are covered by the Agreement.
4. This Second Amendment extends the term of the Agreement by the second of four (4) one-year renewal terms, so that the Agreement will now expire on June 30, 2026.
5. As of July 1, 2025, the Costs and Charges payable under Section 5.3 of the Agreement for the 2026 fiscal year are adjusted as follows: Partner's annual cost for the period starting July 1, 2025 shall not exceed One Hundred and Twelve Thousand and One Hundred and Thirty-Two Dollars ($112,132), without written amendment hereto, duly executed by both parties. Partner's estimated annual cost is Ninety-Six Thousand and Two Hundred and Eleven Dollars ($96,211), which includes and estimated fare revenue of Thirty-One Thousand and Eight Hundred and Forty-Two Dollars ($31,842),

6. Except to the extent specifically provided above, this Second Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Agreement.

7. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

UNION COUNTY

BY: _____
(signature)

PRINT NAME: Brian W. Matthews

TITLE: County Manager

DATE: _____

CITY OF CHARLOTTE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Approved as to Legal Form RLM

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

_____
Deputy Finance Officer

File #: 25-437 **Agenda Date:** 7/14/2025

TITLE:

Purchase - Library Support Services

INFORMATION CONTACT:

Nina Chaffin, Library, Director, 704-283-3561

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:

1) August 14, 2023, Regular Meeting, Agenda Item #23-519, Board Approved
2) July 15, 2024, Regular Meeting, Agenda Item #24-480, Board Approved

BACKGROUND:

The Library Corporation provides support services for their software that is used by the Library to maintain our patron database and catalog. It is the primary software we use for everything pertaining to our library patrons and collections. It is important that we maintain these services in order to provide uninterrupted services to our patrons.

FINANCIAL IMPACT:

The anticipated cost for the library support services is $61,499.26 and is budgeted accordingly for FY2026.

UNIONCOUNTY
north carolina

Memorandum

To: Brian Matthews, County Manager

From: Nina Chaffin, Library Director

Cc: Cheryl Wright, Division Director Procurement

Date: June 25, 2025

Re: Exemption of RFP Process for Library Patron Database and Catalog Software

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Pursuant to Union County Procurement Policy, Section 3.5.3, which states in part, "Because there are no statutory requirements applicable to the procurement of such services, An Assistant County Manager (ACM) or the County Manager may exempt service from the RFP process for good cause and when in the best interest of Union County. The exemption of any such service exceeding $90,000 shall be reported to the Board of County Commissioners at its next regular meeting and shall include the justification for exemption."

The Library Corporation provides support services for their software that is used by the Library to maintain our patron database and catalog. It is the primary software we use for everything pertaining to our library patrons and collections. It is important that we maintain these services in order to provide uninterrupted services to our patrons.

Upon receiving approval, the Library will issue a purchase order to The Library Corporation and this service will be provided for one-year with an additional one-year year optional renewal dependent upon FY27 budget appropriation, for an estimated total of $135,000 over the two years. The purchase order amount for the first year of service will exceed the $50,000 threshold, requiring Board approval. The department will work with Procurement to explore solicitation options near the end of the term.

I respectfully request the exemption of the RFP process to issue a new purchase order to The Library Corporation to provide the Library with Patron Database and Catalog Software services.

Brian W Matthews
Brian Matthews
County Manager

6/25/25
Date

Union County Library
316 E Windsor St
Monroe, NC 28112
T 704-283-8184

unioncountync.gov

PO Box 1610
Inwood WV 25428-9732
United States

Quote

#UCPL - 2025-2026

Quote Date: 06/20/2025

Federal Id Number: 52-1043428

2% INTEREST CHARGED PER MONTH AFTER 30 DAYS

Quoted To
Union County Public Library
316 E Windsor St
Monroe NC 28112
United States

Ship To
Union County Public Library
316 E Windsor St
Monroe NC 28112
United States

Customer Number	Sales Rep	Shipping Method	PO #
911092	Valencia Godlove		

Qty	Item	Service Start	Service End	Rate	Amount
1	**00-803** LS2 Mobile Renewal	07/01/2025	06/30/2026	$0.00	$0.00
1	**00-087** LS2 ITS•MARC Premium AV Access	07/01/2025	06/30/2026	$1,512.00	$1,512.00
1	**00-154** Z39.50 Server Support	07/01/2025	06/30/2026	$0.00	$0.00
1	**00-801** LS2 Kids Renewal	07/01/2025	06/30/2026	$0.00	$0.00
1	**00-128** LS2 PAC eBook Overdrive Renewal	07/01/2025	06/30/2026	$2,530.50	$2,530.50
1	**00-122** LS2 Staff Renewal	07/01/2025	06/30/2026	$0.00	$0.00
1	**00-147** Library•Solution Software Support	07/01/2025	06/30/2026	$37,020.90	$37,020.90
1	**00-039** ProQuest Syndetics Renewal	07/01/2025	06/30/2026	$6,647.26	$6,647.26
1	**00-215** LS2 ITS•MARC Core	07/01/2025	06/30/2026	$2,525.25	$2,525.25
1	**00-173** SIP2 Communications Protocol	07/01/2025	06/30/2026	$632.10	$632.10
1	**00-800** LS2 PAC Interface Renewal	07/01/2025	06/30/2026	$0.00	$0.00

*3% convenience fee for credit card
Phone: 1-800-624-0559 | Email: ar@tlcdelivers.com|www.TLCdelivers.com

PO Box 1610
Inwood WV 25428-9732
United States

Quote

#UCPL-2025-2026

Quote Date: 06/20/2025

Federal Id Number: 52-1043428
2% INTEREST CHARGED PER MONTH AFTER 30 DAYS

Qty	Item	Service Start	Service End	Rate	Amount
27	**00-148** Library•Solution License	07/01/2025	06/30/2026	$393.75	$10,631.25
14	**00-148** Library•Solution License	07/01/2025	06/30/2026	$0.00	$0.00

Subtotal	$61,499.26
Tax (%)	$4,151.20
Shipping Cost	$0.00
Total	$65,650.46
Deposit Applied	
Amount Paid	$0.00
Total Quote	$65,650.46

*3% convenience fee for credit card
Phone: 1-800-624-0559 | Email: ar@tlcdelivers.com|www.TLCdelivers.com

File #: 25-441 **Agenda Date:** 7/14/2025

TITLE:

Contract Renewal - Computer Aided Dispatch Software

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:

1) December 7, 2020, Regular Meeting, Agenda Item #10 - The Board approved the original contract #6761 for an initial term of three years with three additional one-year renewal options.
2) May 20, 2024, Regular Meeting, Agenda Item #24-338 - The Board approved the first one-year renewal option.

BACKGROUND:

The Emergency Communications Department has utilized the contractual services of CentralSquare Technologies, LLC, for Computer Aided Dispatch and Records Management Software services since 2008. In 2020, the Department received sole-source Board approval in accordance with standardization for a three-year agreement with three one-year renewal options. The contractor has been effective and efficient in meeting our service needs, and we are requesting to exercise the second of the three one-year renewal options to the contract.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $419,316.72 and is budgeted accordingly for FY2026.

STATE OF NORTH CAROLINA

AMENDMENT #2

COUNTY OF UNION

This Amendment, made and entered into as of_____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "Union," and CENTRALSQUARE TECHNOLOGIES, LLC, hereinafter referred to as "CentralSquare," shall modify as indicated that agreement between the parties dated December 9, 2020, as modified by amendment dated July 23, 2024, hereinafter referred to as the "Agreement."

W I T N E S S E T H:

WHEREAS, parties entered into an agreement pursuant to which CentralSquare would provide Union with software subscription and maintenance for computer aided dispatch ("CAD") and records maintenance system ("RMS"); and

WHEREAS, the Agreement permits the renewal of services for three (3) additional successive one (1) year terms; and

WHEREAS, Union desires to extend the Agreement for the second one (1)-year renewal; and

WHEREAS, CentralSquare is willing to continue to provide the services during the extended term.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. The parties agree to extend the term of the Agreement for one (1) year, beginning August 1, 2025, through July31, 2026, pursuant to the attached Renewal Order #Q-215757 in the amount of $419,316.72, which amount is exclusive of any sales tax which is or may be due (the "Quote"). The Quote is incorporated herein by reference.

2. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

3. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Amendment. Each signatory further warrants that the execution, delivery and performance by it of this Amendment and the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

By:_____(SEAL)
Brian W. Matthews, County Manager

CENTRALSQUARE TECHNOLOGIES, LLC

By:_____(SEAL)

Approved as to Legal Form: CGR

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

_____
Deputy Finance Officer

CENTRALSQUARE

Renewal Order prepared by:
Elio Gonzalez
elio.gonzalez@centralsquare.com

Renewal Order #: Q-215757
Start Date: August 1, 2025
End Date: July 31, 2026
Billing Frequency: Yearly
Subsidiary: CentralSquare Technologies, LLC

Renewal Order prepared for:
Caleb Brackett, Assistant Director, Emergency Communications
Union County Sheriff's Office
2258 Concord Ave.
Monroe, NC 28110
7042833790

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	JMS-MS DISPLAY Annual Maintenance Fee	1	1,892.55 USD
2.	JMS-MS DISPLAY Annual Maintenance Fee	1	7,094.67 USD
3.	ONESolution Animal Control Annual Maintenance Fee	1	3,941.77 USD
4.	ONESolution Aramark Touch Pay for Kiosk Interface Annual Maintenance Fee	1	3,001.64 USD
5.	ONESolution Asset Management Annual Maintenance Fee	1	354.80 USD
6.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Maintenance Fee	1	3,270.06 USD
7.	ONESolution Barcoding Server License Annual Maintenance Fee	1	591.35 USD
8.	ONESolution Bradshaw Consulting Group Marvlis Client	1	1,245.74 USD
9.	ONESolution CAD Console License Annual Maintenance Fee	9	14,008.09 USD
10.	ONESolution CAD Emergency Reporting Interface	1	2,100.95 USD
11.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	1,996.10 USD
12.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	13	12,105.93 USD
13.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	5	1,996.09 USD
14.	ONESolution Canine Tracking Annual Maintenance Fee	1	1,300.81 USD
15.	ONESolution Civil Processing Annual Maintenance Fee	1	1,678.64 USD

Renewal Order prepared by:
Elio Gonzalez
elio.gonzalez@centralsquare.com

16.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	64,695.40 USD
17.	ONESolution Computer-Aided Dispatch System Enterprise License Upgrade Annual Maintenance Fee	1	0.00 USD
18.	ONESolution Concealed Weapons Registration Annual Maintenance Fee	1	354.80 USD
19.	ONESolution Crime Analysis Annual Maintenance Fee	1	2,956.68 USD
20.	ONESolution Fire Arms Application Permit Annual Maintenance Fee	1	354.80 USD
21.	ONESolution Fire ProQA/Paramount Interface Annual Maintenance Fee	1	1,996.10 USD
22.	ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	354.80 USD
23.	ONESolution Freedom Base Annual Maintenance Fee	1	4,689.81 USD
24.	ONESolution Freedom Premium Annual Maintenance Fee	1	1,821.69 USD
25.	ONESolution Generic Permit Annual Maintenance Fee	1	591.35 USD
26.	ONESolution Jail Commissary Annual Maintenance Fee	1	827.74 USD
27.	ONESolution Jail Management System Annual Maintenance Fee	1	9,010.37 USD
28.	ONESolution Law ProQA/Paramount Interface Annual Maintenance Fee	1	1,996.10 USD
29.	ONESolution Link Analysis Annual Maintenance Fee	1	0.00 USD
30.	ONESolution Link Analysis Annual Maintenance Fee	1	9,197.05 USD
31.	ONESolution Map Converter Software Annual Maintenance Fee	1	931.30 USD
32.	ONESolution MCT Client AVL License Annual Maintenance Fee	300	10,640.67 USD
33.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	9,312.86 USD
34.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	100	7,092.55 USD
35.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	300	70,599.17 USD
36.	ONESolution MCT Client-MAPS Annual Maintenance Fee	300	14,192.50 USD
37.	ONESolution Medical ProQA/Paramount Interface Annual	1	1,996.10 USD

	Maintenance Fee		
38.	ONESolution MFR Client Annual Maintenance Fee	100	23,533.06 USD
39.	ONESolution MFR Client-Arrest Annual Maintenance Fee	100	7,092.55 USD
40.	ONESolution MFR Client-Canine Annual Maintenance Fee	6	463.67 USD
41.	ONESolution MFR Client-Citation Annual Maintenance Fee	100	11,825.85 USD
42.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	1	118.26 USD
43.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	100	4,730.83 USD
44.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	10,051.33 USD
45.	ONESolution Mobile Server Software Annual Maintenance Fee	1	16,363.93 USD
46.	ONESolution Mobile Server Software Site License Upgrade Annual Maintenance Fee	1	0.00 USD
47.	ONESolution Motorola Astro 25 System Interface Annual Maintenance Fee	1	5,450.10 USD
48.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	1,300.81 USD
49.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	2	2,601.07 USD
50.	ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	1,197.39 USD
51.	ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	1,300.81 USD
52.	ONESolution Notification Annual Maintenance Fee	1	5,322.03 USD
53.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	5,913.37 USD
54.	ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	591.35 USD
55.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	2,956.68 USD
56.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
57.	ONESolution Professional Standards Annual Maintenance Fee	1	4,508.59 USD
58.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,300.81 USD
59.	ONESolution Records Management System Annual Maintenance Fee	1	30,213.99 USD
60.	ONESolution Records Management System Site License	1	0.00 USD

Renewal Order prepared by:
Elio Gonzalez
elio.gonzalez@centralsquare.com

	Upgrade Annual Maintenance Fee		
61.	ONESolution Residential Security Watch Annual Maintenance Fee	1	354.80 USD
62.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	4,730.68 USD
63.	ONESolution RMS Training Module Annual Maintenance Fee	1	827.74 USD
64.	ONESolution Sex Offender Annual Maintenance Fee	1	2,398.04 USD
65.	ONESolution State Livescan Interface Annual Maintenance Fee	1	2,009.73 USD
66.	ONESolution Switch to Switch Annual Maintenance Fee	10	709.25 USD
67.	ONESolution US Digital Designs Communications Gateway Annual Maintenance Fee	1	1,258.97 USD

Renewal Order Total:	419,316.72 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

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

File #: 25-452 **Agenda Date:** 7/14/2025

TITLE:

Contract - Household Hazardous Waste Collection and Disposal

INFORMATION CONTACT:

Caleb Sinclair, Solid Waste, Director, 704-283-3576

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:

The Procurement Department partnered with Solid Waste to issue Request for Proposal 2025-044 Household Hazardous Waste Collection and Disposal. On June 3rd, 2025, three proposals were received and reviewed by an evaluation team in accordance with applicable evaluation criteria for this project. As a result, the team requests approval to enter into a contract with the top scoring/ranked preferred offeror, MXI Environmental Services LLC , to provide Household Hazardous Waste Collection and Disposal services. This contract has an initial term of two years with three one-year renewal options at the sole discretion of the County and is subject to annual budget appropriation.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $50,000. Since this contract contains 2 year initial term and 3-one year renewal options, a total of $250,000 is estimated to be spent. Funding is available in the adopted FY2026 budget appropriation with future expenditures subject to annual BOCC budget appropriation.

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and MXI ENVIRONMENTAL SERVICES LLC, a New Jersey limited liability company, whose address is 26319 Old Trail Road, Abingdon, VA 24210, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain collection and disposal services for household hazardous waste materials; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Exhibit A, Scope of Services, from Union's RFP #2025-044, "Household Hazardous Waste Collection and Disposal", which Exhibit A is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor in accordance with the attached Exhibit B, Price Form, for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is July 15, 2025. This Agreement shall have a term of two (2) years beginning on the Effective Date (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to three (3) additional one-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit C, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor's business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[*Signatures follow on the next page.*]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

MXI ENVIRONMENTAL SERVICES LLC

By: _____ (SEAL)

Approved as to Legal Form CGR

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

_____
Deputy Finance Officer

EXHIBIT A
Scope of Services

3 PURPOSE

3.1 COUNTY

The County (estimated population 257,682) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 INTRODUCTION

The intent of this Request for Proposals (RFP) is for Union County to obtain turnkey services for the safe, knowledgeable, efficient collection, sorting, packaging, transportation, reporting and proper recycling and/or disposal of household hazardous waste materials . Including, but not limited to furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to complete the scope.

4 SCOPE OF SERVICES

4.1 OVERVIEW

The Union County Department of Solid Waste is seeking proposals from a qualified vendor to provide turnkey services for the safe, knowledgeable, efficient collection, sorting, packaging, transportation, reporting and proper recycling and/or disposal of household hazardous waste materials. The approved vendor will provide labor and materials required to complete the scope of work. All collected materials must be processed according to all applicable rules, laws and regulations at an appropriately permitted facility. The approved vendor must assist in NCDEQ permit acquisition and subsequent reporting for the event.

The Union County Household Hazardous Waste Collection will be structured as an annual event at a frequency of one day per year. The event will be held at only one location each year, but the specific location may change from year to year. The hours of materials acceptance is typically 9:00am-2:00pm but may extend to no more than an eight (8) hour materials collection. All event sites will be chosen by the county based on site features such as accessibility and staging area. These events will be drive through in nature will require a sufficient number of staff to offload materials in a safe, efficient and timely manner.

- Union County will provide and deploy traffic control devices and staff to facilitate safe and efficient traffic flow. Union County will provide 40-yard roll-off containers for any solid waste that does not qualify as Household Hazardous Waste, which may be generated in the course of the event. Portable bathrooms and a mobile handwashing station will be provided. Union County will be responsible for the screening of participants for eligibility in Household Hazardous Waste program and provide a car count of participants. Union County reserves the right to exempt select materials from collection by the approved vendor. All materials are to be verified by the vendor for acceptability before unloading, segregation, packing, transportation, labeling, and proper disposal. Upon demobilization, the selected vendor must ensure that the worksite is clean and neat.

The approved vendor will provide:

- Coordination with Union County Staff for site set up at least four (4) hours for the collection day prior to the event
- Supplies and documentation for safe and legal transport of materials generated at the collection event
- Employees for unloading of vehicles

4.2 QUALIFICATIONS AND EXPERIENCE

The selected vendor must describe its track record in performing services comparable to those specified in this RFP and other information relevant to making a determination as to the ability of the vendor to perform these services. List at least three (3) references for services rendered similar to the described scope.

EXHIBIT B
PRICE FORM

RFP 2025-044 Household Hazardous Waste Collection and Disposal

Submit with Proposal

Company Name ___MXI Environmental Services, LLC___

Aerosol Cans-Lab Pack	55 gallon drum	$ 135.00
LP Gas Cylinders- Lab Pack (1/lb. & 20lb cyl)	55 gallon drum	$ 125.00
	Cubic yard box	$ 450.00
Fire Extinguishers – Lab Pack	Cubic yard box	$ 450.00
Flammable Liquids – Bulk	55 gallon drum	$ 100.00
Oil Based Paint – Lab Pack	55 gallon drum	$ 100.00
	Cubic yard box	$ 350.00
Flammable Solids – Lab Pack	5 gallon bucket	$ 150.00
Oxidizing Solids- Lab Pack	5 gallon bucket	$ 150.00
	55 gallon drum	$ 450.00
Oxidizing Liquid – Lab Pack	5 gallon bucket	$ 150.00
	55 gallon drum	$ 375.00
Organic Peroxides (Type D & E) – Lab Pack	5 gallon bucket	$ 150.00
Pesticides Solids- Lab Pack	55 gallon drum	$ 250.00
Pesticides Liquid- Lab Pack	55 gallon drum	$ 250.00
Corrosive Acid Solid- Lab Pack	5 gallon bucket	$ 85.00
	55 gallon drum	$ 175.00

Corrosive Acid Liquid – Lab Pack	5 gallon bucket	$ 85.00
	55 gallon drum	$ 175.00
Corrosive Basic Solid- Lab Pack	5 gallon bucket	$ 85.00
	55 gallon drum	$ 175.00
Corrosive Basic Liquid – Lab Pack	5 gallon bucket	$ 85.00
	55 gallon drum	$ 175.00
Elemental Mercury – Lab Pack	Pound	$ 55.00
Mercury Manufactured Articles – Lab Pack	5 gallon bucket	$ 250.00
Latex Paint- Lab Pack	Cubic yard box	$ 160.00
Non-Hazardous Batteries- Lab Pack	5 gallon bucket	$ 125.00
	55 gallon drum	$ 375.00
Hazardous Batteries- Lab Pack	5 gallon bucket	$ 175.00
	55 gallon drum	$ 500.00
Automotive Batteries	Cubic Yard Box	$ 65.00
Non PCB Ballasts- Lab Pack	5 gallon bucket	$ 45.00
	55 gallon drum	$ 165.00
Fluorescent Light Tubes- Lab Pack	Linear foot	$ 0.35
Compact Fluorescent bulbs	5 gallon bucket	$ 50.00
	55 gallon drum	$ 250.00
Motor Oil	55 gallon drum	$ 85.00
Automotive Coolant	55 gallon drum	$ 85.00
Mobilization		No Charge

Supplies	$ 500.00
Staffing - 15 Employees	$ 7,500.00
Transportation - 2 Trucks	$ 4,000.00
DOT Containers	No Charge
Documentation	No Charge
Labeling	No Charge
Forklift (If Required)	$ 1,000.00

Intentionally Left Blank

Exhibit C
Insurance Requirements

I. <u>BASIC INSURANCE REQUIREMENTS.</u> At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

$500,000	Each Accident
$500,000	Disease - Each Employee
$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000	Combined Single Limit - Any Auto

D. POLLUTION LIABILITY INSURANCE

$1,000,000	Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

II. <u>ADDITIONAL INSURANCE REQUIREMENTS.</u>

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

<u>UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.</u>

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: General Services – Solid Waste
Contract #: 9707

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

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

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

File #: 25-432 **Agenda Date:** 7/14/2025

TITLE:

Amendment to the Union County Pay and Classification Plan and County Manager's Contracting Authority

INFORMATION CONTACT:

Julie Broome, Human Resources, Director, 704-283-3869; Clayton Voignier, Assistant County Manager, 704-283-3687

ACTION REQUESTED:

1) Approve a revision of the Union County Pay and Classification Plan to include the following:
A) Add the following classification title and associated pay grade:
i) Water Conservation Coordinator - pay grade J
B) Adjust the following pay grade for this job classification:
i) IT Support Supervisor - move from pay grade M to pay grade N;
2) Extend the County Manager's contracting authority to contracts in amounts not to exceed $150,000, whether such contracts entail the expenditure or receipt of funds, except that this extended authority shall not apply to agreements for lobbying services or management consulting services; and
3) Extend the County Manager's authority to approve leases of County-owned property of one year or less to leases of one year or less which do not exceed $150,000.

PRIOR BOARD ACTIONS:

June 16, 2025, Regular Meeting, Agenda Item # 25-367 - FY2026 Budget Adoption (Authorized County Manager to approve contracts in an amount not to exceed $50,000).

BACKGROUND:

Updates to the Union County Pay Plan are necessary to add, update, and remove job classification titles to align with current and future organizational needs. Extending the County Manager's contracting authority for most contracts will improve the County's ability to both efficiently and responsibly execute agreements and conduct County business.

FINANCIAL IMPACT:

No additional funds required.

File #: 25-453 **Agenda Date:** 7/14/2025

TITLE:

Contract Renewal - Human Resources Management Software

INFORMATION CONTACT:

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

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:

June 6, 2022, Regular Meeting, Agenda Item #22-364 - Approved Contract

BACKGROUND:

The Human Resources Department utilizes the contractual services of NEOGOV, Inc. for multiple human resource information systems (HRIS) platforms. The services were consolidated into one agreement in 2022. The company has been effective and efficient in meeting the HRIS needs for applicant tracking, onboarding, performance evaluations and pre-employment screening checks. The department is requesting to continue this service for an additional three years.

FINANCIAL IMPACT:

The anticipated first year cost for this service is $83,371.75. The costs for years two and three are $90,089.50 and $96,306.79, respectively. Since this contract contains a three-year term, a total of $269,768.04 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-650435	**Order#:**	Q-361944
Customer:	Union, County of (NC)	**Valid Until:**	8/9/2025
Effective Employee Count:	1,200		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Union, County of (NC) Julie Broome	**Shipping Contact :**	Union, County of (NC) Julie Broome
Billing Address:	500 North Main St., Suite 130 Union, NC 28173	**Shipping Address:**	500 North Main St., Suite 130 Union, NC 28173
Billing Contact Email:	julie.broome@unioncountync.gov	**Shipping Contact Email:**	julie.broome@unioncountync.gov
Billing Phone:	704-283-3803	**Shipping Phone:**	704-283-3803

Payment Terms			
Payment Term:	Net 60	**Notes:**	
PO Number:			

Subscription Service

August 2025

Item	Type	Start Date	End Date	License Type	Total (USD)
Background Check Partner Integration	Recurring	8/9/2025	8/8/2026	Quantity Based	$1,841.96
Onboard Subscription	Recurring	8/9/2025	8/8/2026	Employee Based	$38,164.85
Insight Subscription	Recurring	8/9/2025	8/8/2026	Employee Based	$20,040.29
Perform Subscription	Recurring	8/9/2025	8/8/2026	Employee Based	$23,324.65
				August 2025 TOTAL:	$83,371.75

August2026

Item	Type	Start Date	End Date	License Type	Total (USD)
Background Check Partner Integration	Recurring	8/9/2026	8/8/2027	Quantity Based	$1,952.48
Onboard Subscription	Recurring	8/9/2026	8/8/2027	Employee Based	$40,836.39
Insight Subscription	Recurring	8/9/2026	8/8/2027	Employee Based	$21,643.51
Perform Subscription	Recurring	8/9/2026	8/8/2027	Employee Based	$25,657.12
				August 2026 TOTAL:	$90,089.50

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

August2027

Item	Type	Start Date	End Date	License Type	Total (USD)
Background Check Partner Integration	Recurring	8/9/2027	8/8/2028	Quantity Based	$2,059.87
Onboard Subscription	Recurring	8/9/2027	8/8/2028	Employee Based	$43,081.78
Insight Subscription	Recurring	8/9/2027	8/8/2028	Employee Based	$22,942.31
Perform Subscription	Recurring	8/9/2027	8/8/2028	Employee Based	$28,222.83
				August 2027 TOTAL:	$96,306.79

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due within 30 days of receipt.** If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV). **Notwithstanding the Payment Terms section of this Order Form, the terms of payment shall be subject to Section 4 of the NEOGOV Services Agreement.**

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the NEOGOV Services Agreement between the parties dated June 16, 2022, a copy of which is attached hereto as "Attachment A" and incorporated herein by reference. To the extent there exists a conflict between this Order Form and the NEOGOV Services Agreement, the NEOGOV Services Agreement shall prevail. The Effective Date shall be the Subscription Start Date.

Special Condition:

1. Notwithstanding anything to the contrary in the Agreement, for purposes of this Order Form, and the Services to be furnished pursuant to this Order Form, Section 5 c) of the Agreement (Termination without Cause), shall be deleted in its entirety.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **Union, County of (NC)**

Signature:

Printed Name: Brian W. Matthews

Title: County Manager

Date:

Signed By NEOGOV:

Signature:

Printed Name:

Title:

Date:

Approved as to Legal Form RLM
This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

NEOGOV SERVICES AGREEMENT

V020121

You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc.(dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document and as described on the attached Exhibit A, which is incorporated herein by reference. (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of mutual execution of this Services Agreement and applicable Ordering Documents (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription") . "Authorized Users" means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

   b) Delivery and Subscription Term. NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. The SaaS Subscriptions shall commence on the date(s) specified on the applicable Ordering Document, and shall continue for the length of the term(s) set forth on such Ordering Document, unless terminated earlier in accordance with this Agreement (the "Term"). "Renewal Term" as used in this document refers to subsequent subscription terms listed on the Ordering Document after the initial term, for each of the Services. The Service Agreement shall be in effect for so long as there is a current Ordering Document in effect. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.

   c) Content and Program Documentation. Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content. "Program Documentation" shall mean all

user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

3. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

4. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's accurate invoice , or after receiving an accurate invoice from NEOGOV, the fees shall be paid prior to the commencement of the term as stated on the Ordering Document. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

5. Term and Termination.

   a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions terms have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

   b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

   c) Termination without Cause. Customer shall have the right to terminate this Agreement or any listed Services on the Order Document at any time within the first ninety (90) days of the initial term as stated on the Ordering Document, with written notice to NEOGOV. Thereafter, Customer may terminate this Agreement or any listed Services without cause thirty (30) days prior to the commencement of a Renewal Term. If Customer so terminates this Agreement or any listed Services on the Order Document without cause, it shall not be entitled to a refund of any fees paid for the services as set forth in this Agreement.

d) Termination for Non-Appropriation of Funds. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

6. Service Specifications. "Service Specifications" means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

7. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.

c) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is dependent on the type of case.

d) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

8. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

9. Data Processing and Privacy.

a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data. or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law. NEOGOV agrees that it will only use a secured or encrypted connection for the Services which involve the transmission of a person's social security number.

b) Privacy Policy; To the extent Customer uses the Services to target and collect personal information form users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at https://www.neogov.com/service-specifications is incorporated herein by reference.

c) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

d) Breach Notice. In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).

10. Subcontractors; Third Party Products. NEOGOV may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. NEOGOV cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperation with the corresponding NEOGOV Service in a manner acceptable to NEOGOV.

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11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media. NEOGOV agrees that all personnel file information as defined by applicable data or personnel privacy law (including, without limitation, N.C.G.S. 153A-98) regarding current employees of the Customer, applicants for employment with the Customer, and former employees of the Customer, including but not limited to employee information within training modules, training records, and related materials, is strictly confidential. NEOGOV shall not disclose such information at any time, unless: (i) NEOGOV is given prior consent for the disclosure by the Customer or individual whose information NEOGOV intends to disclose; or (ii) such disclosure is legally required. If NEOGOV discloses such information in accordance with a legal requirement, NEOGOV shall to the extent reasonably practicable inform Customer of such disclosure prior to disclosing the information. This Section does not apply to disclosures NEOGOV must make to Customer or third parties (if third parties are bound by confidentiality terms as set forth in this Section) to provide the Services to the Customer pursuant to the Agreement. The terms and provisions of this Section shall survive the expiration or termination of this Agreement.

12. Representations, Warranties, and Disclaimers.

a) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

d) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL,

INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.

e) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services. Customer further agrees and acknowledge that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.

13. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

14. Indemnification.

a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:

i) Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
ii) Gives NEOGOV sole control of the defense and any settlement negotiations; and
iii) Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.

b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. The foregoing limitations shall not apply to actions brought under Section 14(a) above or to any injury to persons or damages arising out of NEOGOV's gross negligence or willful, gross misconduct.

16. E-Signatures.

a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services ("E-Signatures") are provided by NEOGOV for two counterparties (generally a government employer (the "sending party") subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.

b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOOGV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.

c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.

d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURE'S.

17. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.

19. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.

20. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

21. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer

acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

22. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein, the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the NEOGOV Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written amendment signed by both parties.

23. General. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

24. Exhibit B. Parties agree to the terms of the attached Exhibit B, which is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Services Agreement to be duly executed.

WITNESS

By: DocuSigned by: Lynn West 6F92471AAAD34A4...
Lynn West, Clerk to the Board

UNION COUNTY

By: DocuSigned by: William M Watson A84957CDD7DF479... (SEAL)
William M. Watson, County Manager

DATE: June 16, 2022

WITNESS

By: DocuSigned by: Mike Burns 6574C0140049488...

Governmentjobs.com, Inc., DBA NEOGOV

By: DocuSigned by: Alex Chun EB203BD7D810408... (SEAL)

DATE: May 24, 2022

Approved as to Legal Form: KLC

NEOGOV™

Exhibit A

NEOGOV Schedule S –Service Descriptions

Customer may use only those Services purchased or subscribed to as listed within the NEOGOV Ordering Document. NEOGOV Service descriptions for Services not purchased or subscribed to by Customer are provided for reference only and are subject to change.

Insight Enterprise (IN).
Insight Enterprise is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:
- Online job application
- Configurable Career site
- Online job interest cards
- Recruitment and examination planning

Applicant Tracking:
- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages:
- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses of its promotional, transfer and ordinary job posting website links (Links provided by NEOGOV)

Reporting and Analysis:
- Standard system reports
- Ad hoc reporting tool

Selection:
- Configurable supplemental questions
- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Insight Training:
- NEOGOV will create a Customer-specific training environment for Insight Enterprise, which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Ordering Document.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Insight Candidate Text Add-On
Send messages through the Insight platform to candidates who agree to receive text notifications on their mobile device. Provide them with updates on the status of their applications, interview times, next steps in the application process, and application results.

Insight Canvassing Add-On
The canvassing feature automates the distribution and collection of canvassing forms. It allows organizations to email notify candidates to complete a canvassing form for a specific job opportunity. Candidates access the form within their jobseeker account. Employers can access the submitted forms from each candidate and set access restrictions. The history of dates the form is sent and received is maintained within the system.

Position Management (PM).
Position Management is designed to track, monitor, and implement approval workflows relating to Position status and Position requests. Tracked fields of budgeted positions include job title, department, job classification, position types, FTE, custom fields, and more. In addition, PM allows for an audit trail of position requests and permits a seamless integration into the NEOGOV HRIS to transmit Position data and track filled or vacant positions.

GovernmentJobs.com Job Posting Subscription (GJ).
Agency can advertise their job openings on the governmentjobs.com employment website. This secondary NEOGOV job board consistently attracts more than 300,000 visitors per week, greatly expanding the audience of job postings. Applicants can search for jobs based on geographical location and/or keyword, helping them find jobs at agencies within which they are not specifically searching. Applicants can apply and monitor their application directly from governmentjobs.com, making the application process seamless and simple. All job postings are shared to GovernmentJobs.com automatically from the agency's primary career page when this subscription is enabled.

Perform (PE).
Perform is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform will include the following:
- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales Log of Performance Observations throughout the year
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

NEOGOV™

- Peer Reviews & Multi-rater capability

E-Forms (EF).
E-Forms is designed to provide customers the means to complete all employee paperwork online. Features include automated approval and signature routing, electronic personnel files, conversion of PDF files to online forms, E-signature, and automated notifications.

Onboard (ON).
Onboard is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec
- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications
- Automation of Onboard process
- Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
  - Background forms $295 per form
  - Dynamic Forms $40 per form
  - Updates to existing forms $200 an hour

Learn (LE).
Learn is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Off-the-shelf online courses
- NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.

Core HR (CHR)
Core HR is designed to be a combination of Human Resource data and IT resource to maintain detail and history around their human resource capital. This includes organization structural design, employee records, benefit plans and administration, attendance/leave plans, and more. A subscription to CoreHR includes, but is not limited to the following:

- Organizational management
- Benefits administration and online open enrollment
- Attendance/Leave management
- Employee and manager self-service
- Reporting and analytics
- PA's and workflow
- Union contracts
- FMLA tracking

Payroll (PR)
Payroll is designed to further enhance the CoreHR technology with the ability to process payroll directly in the HRIS. This feature-rich module handles all your payroll processing needs and complexities unique to your agency. A subscription to PR includes, but is not limited to the following:

- Premiums and shift differentials
- FLSA true up
- Retro pay calculation
- Job/fund costing
- General ledger integration including cost allocations
- W2, 1095, garnishment, tax, and year-end processing

Time and Attendance (TA)
Time and Attendance is designed to assist in the tracking of employees work time. This module complements payroll by capturing time and calculating items such as various overtime rules, shift differentials, and job/cost tracking. A subscription to TA includes, but is not limited to the following:

- Unlimited work rule/shifts
- Holiday calendars
- Online timesheets
- Scheduling
- Approvals

Exhibit B

I. At NEGOV's sole expense, NEOGOV shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

$1,000,000 Claims Made
$3,000,000 Aggregate Limit

NEOGOV shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

B. COMMERCIAL GENERAL LIABILITY

$1,000,000 Per Occurrence
$3,000,000 Aggregate Limit

NEOGOV shall provide evidence of continuation or renewal of Commercial General Liability for a period of two (2) years following termination of the Agreement.

II. **ADDITIONAL INSURANCE REQUIREMENTS**

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

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

B. Before commencement of any work or event, NEOGOV shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. With respect to its commercial general liability policy, NEOGOV shall have no right of recovery or subrogation against Customer (including its officers, agents and employees).

D. With respect to its commercial general liability policy, it is the intention of the parties that the insurance policies afforded by NEOGOV shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Customer shall have no liability with respect to NEOGOV's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of NEOGOV.

F. Notwithstanding the notification requirements of the Insurer, NEOGOV hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of any material adverse change of any insurance policy limits set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: Human Resources
Contract #: 7490

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

I. Certificate Holder shall be listed as follows:

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

III. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. NEOGOV shall ensure that NEOGOV and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by NEOGOV will be considered a breach of this Agreement, which entitles Customer to terminate this Agreement, without penalty, upon notice to NEOGOV.

UNION COUNTY
north carolina

Memorandum

To: Clayton Voignier, Assistant County Manager

From: Julie Broome, Human Resources Director

Date: June 11, 2025

Re: Exemption of RFP Process

Pursuant to Union County Procurement Policy, Section 3.5.3 states, in part, "...Because there are no statutory requirements applicable to the procurement of such services, an Assistant County Manager may exempt a service from the RFP process for good cause and when in the best interest of Union County."

I am requesting an exemption from the RFP process for a contract amendment with Governmentjobs.com, Inc. DBA NEOGOV. The County contracted with NEOGOV initially for applicant tracking services and amended the contract later to add modules for the performance evaluation process, onboarding services, and background check integration.

NEOGOV is a public sector based option for HR services that is unique in the marketplace with only public sector clientele. This software provides efficiencies and functionality to effectively execute these important areas of human resources operations. The NEOGOV platform has become a system that managers and staff use with familiarity, ease, and has become part of daily business operations.

NEOGOV provides an affordable option to government clients compared to other similar HRIS type product suites. Therefore, it is my recommendation that Union County move forward with amending the current contract with NEOGOV to extend service for an additional three year term. The cost of a three year agreement is approximately $269,768.04 with associated costs for year one of $83,371.75 included in the FY26 budget.

NEOGOV has presented the County with a renewal proposal which includes updated pricing for a three year term. Multi-year agreements provide additional discounts for the agreement term. At this time, it will benefit Union County to continue with NEOGOV to provide these services. Contract renewal will be effective August 2025.

Upon approval of the Assistant County Manager, Human Resources will process the contract amendment for a renewal effective August 2025. Thank you for consideration of this request.

Clayton C. V...

Clayton Voignier
Assistant County Manager

6/11/25

Date

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

File #: 25-418 **Agenda Date:** 7/14/2025

TITLE:

Contract - NC Administrative Office of the Courts

INFORMATION CONTACT:

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

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:

This agreement provides for two Assistant District Attorney (ADA) positions. These positions serve in the Prosecutorial District 20B Court and the NC Administrative Office of the Courts (NCAOC) and prosecute Union County Jail cases. The goal of these positions is to reduce the pre-trial population at the County's jail, thereby reducing costs.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $238,352 and is budgeted accordingly in FY 2026.

NORTH CAROLINA

UNION COUNTY

THIS AGREEMENT is made and entered into, by, and between **Union County**, (hereinafter "the County"); **Pat S. Robinson, III**, District Attorney, 30th Prosecutorial District (hereinafter "the District Attorney"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC"); (collectively, the "Parties" and individually, a "Party"), effective as of the date the last Party signs below.

WITNESSETH

THAT WHEREAS, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to hire two Assistant District Attorneys to address the pretrial jail population in Union County, whose cases have accumulated on the dockets of Prosecutorial District 30 and the District Attorney's Office is unable to dispose of these cases in a manner to keep the dockets reasonably current;

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety;

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute;

WHEREAS, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Branch, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position(s) shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of 12 months, beginning on July 1, 2025 and terminating on June 30, 2026.

2. The employee(s) under this contract will be the employee(s) of the District Attorney accordingly for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for the 30th Prosecutorial District.

3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, the District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this Agreement, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.

4. The County shall provide funds to the NCAOC Chief Fiscal Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 9 below, are unforeseen expenses which are not included in Appendix A and may increase the County's financial obligation above and beyond the base amount indicated in Appendix A, should a claim be filed.

5. All payment of funds must be made electronically via an account with the North Carolina Department of State Treasurer, as established through the NCAOC and the North Carolina Office of the State Controller. After each electronic payment of funds, the County must then notify NCAOC's Cash Management Division via email, NCJC.FSD.CashManagement@nccourts.org, detailing the amount and relevant month for which the payment applies, or by attaching the relevant invoice to the email.

6. The County agrees to provide to the NCAOC all operating costs associated with the position(s) in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, registration fees, maintenance agreements, general office supplies, telephone service and equipment, personal computer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.

7. If the County fails to pay an invoice within 30 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

8. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 11 below.

    a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity

    b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. 7A-102

    c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System

    d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan

9. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Branch. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North

Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase workers' compensation insurance to cover any workers' compensation claims that may be filed in accordance with this Agreement. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 30 days after the County's receipt of the invoice.

10. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.

11. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all parties.

12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.

13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.

14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.

15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

16. This Agreement and any amendments or modifications hereto, to the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same force and legal effect as an original signature.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Agreement as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the County.

UNION COUNTY

BY: _____ Date: _____
County Manager

DISTRICT ATTORNEY
30th PROSECUTORIAL DISTRICT

BY: _____ Date: _____
District Attorney

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____ Date: _____
Kesha Howell
NCAOC Chief Operations Officer

Approved as to Form

Benjamin T. Isley
Senior Assistant County Attorney

06-27-2025
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
County Finance Director

_____
Date

APPENDIX A

Estimated Contract Costs 4/16/2025

Invoices will be based on actual, not estimated, costs.

Position Title:	FTE	**FTE:**	**Months:**	**SFY:**	
Assistant District Attorney	Annual	**1.00**	**12**	**2026**	
Salary & Longevity	$80,000			**80,000**	3
Social Security	7.65%			**6,120**	
Retirement	25.19%			**20,152**	
Hospitalization	$8,436			**8,436**	
Unemployment	$700			**700**	
Workers' Compensation	0.50%			**400**	
Office Supplies				**800**	
Training/Conference Registration Fees				**0**	1
Hardware, Software, Support Services				**1,560**	2
Data Infrastructure				**708**	2
Bar Dues				**300**	
Duty Station Parking				**0**	1
Cell Phone				**0**	1
Travel					
Mileage ($0.67/mile)				**0**	1
Lodging ($90/day)				**0**	1
Per diem ($47/day)				**0**	1
			Total Estimated Cost	**$119,176**	

Position Title:	FTE	**FTE:**	**Months:**	**SFY:**	
Assistant District Attorney	Annual	**1.00**	**12**	**2026**	
Salary & Longevity	$80,000			**80,000**	3
Social Security	7.65%			**6,120**	
Retirement	25.19%			**20,152**	
Hospitalization	$8,436			**8,436**	
Unemployment	$700			**700**	
Workers' Compensation	0.50%			**400**	
Office Supplies				**800**	
Training/Conference Registration Fees				**0**	1
Hardware, Software, Support Services				**1,560**	2
Data Infrastructure				**708**	2
Bar Dues				**300**	
Duty Station Parking				**0**	1
Cell Phone				**0**	1
Travel					
Mileage ($0.67/mile)				**0**	1
Lodging ($90/day)				**0**	1
Per diem ($47/day)				**0**	1
			Total Estimated Cost	**$119,176**	
			Grand Total Estimated Cost	**$238,352**	

1 Expenses not anticipated during this fiscal year.
2 Expenses are invoiced regardless of position vacancy status.
3 Budgeted salary; actual salary is determined by NCAOC Human Resources.

File #: 25-451 **Agenda Date:** 7/14/2025

TITLE:

Union County CDBG 2025 Annual Action Plan

INFORMATION CONTACT:

Monica Culbreath, Budget and Grants Management, Grants Specialist, 704-283-3580

ACTION REQUESTED:

1) Adopt the CDBG 2025 Annual Action Plan, 2) authorize the County Manager to execute the 2025 submittal documents to the U.S. Department of Housing and Urban Development, and 3) authorize the County Manager to negotiate and execute agreements substantially consistent with this agenda item.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County became an Entitlement Grantee in 2016 and began receiving an annual allocation of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD) on July 1, 2016. CDBG funds are intended to provide low- and moderate-income households with viable communities, including decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilities and improvements, housing rehabilitation and preservation, development activities, public services, economic development, planning, and administration.

To receive its annual allocation of CDBG entitlement funding, the County is required to submit an Annual Action Plan to HUD. The 2025 Annual Action Plan is the funding application for CDBG funds and describes the funding levels and activities to be undertaken during the fourth program year of the 5 - year Consolidated Plan. This Annual Action Plan covers the period beginning July 1, 2025, and ending June 30, 2026. One in-person public hearing was held on June 18, 2025.

The 2025 Annual Action Plan includes funding for the following activities:

Public Service ($120,241)

- Common Heart Economic Empowerment & Development Program - $20,000
- Common Heart Pantry Network for Food Pantry - $12,000
- Community Shelter of Union County Emergency Shelter - $20,000
- Council on Aging - Home Assistance for Seniors to Remain Independent - $33,241
- Turning Point - Domestic Violence Prevention - $35,000

Home Activities and Repair ($260,522)

Public Facilities and Infrastructure ($260,523)
Administration and Planning ($160,321)

FINANCIAL IMPACT:

The requested amount for the 2025 Annual Action Plan is $801,607. This amount is the total allocation that Union County is eligible to receive from HUD for the 2025 program year (FY2025-2026).

There is additional money from 2024 Public Service as Classroom Central ($13,000.00) was not able to satisfy HUD requirements for reimbursement. These funds are recommended to be used for the Council on Aging bring their allocation to ($46,241.00) to equate the percentage on requests of distribution of funds between subrecipients.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Union County, North Carolina, is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Since 2016, the County has received annual CDBG entitlement funds from HUD, requiring compliance with program mandates, including the preparation of a Five-Year Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance Reports (CAPERs) to ensure continued funding.

The 2025 Annual Action Plan sets forth Union County's goals for the upcoming year, detailing initiatives to address local needs and priorities. The plan focuses on the rehabilitation and construction of safe, sanitary, and affordable housing, creating a suitable living environment, eliminating slums and blighting conditions, enhancing public services, expanding economic opportunities, and benefiting low- and moderate-income individuals.

This strategic plan guides the implementation of federal housing, community, and economic development programs within Union County and the towns of Marshville, Waxhaw, Weddington, Wingate, Stallings, Fairview, Indian Trail, Mineral Springs, and Wesley Chapel under the County's CDBG program.

Covering the period from July 1, 2025, to June 30, 2026, the plan supports Union County's allocation of $801,241.05 for the upcoming program year.

2. Summarize the objectives and outcomes identified in the Plan

As part of Union County's Five-Year Consolidated Plan (PY 2020–2025), key goals and objectives have been established to guide the use of Community Development Block Grant (CDBG) funds. These priorities reflect the County's commitment to addressing needs identified through the housing and homeless needs assessment, housing market analysis, and broader strategic planning efforts.

Union County's Consolidated Plan lists long-term goals for the County to work towards. As a result, the following needs are identified to further Housing Urban Development's (HUD) program goals:

- Public Facilities and Infrastructure Improvements
- Public Services
- Affordable Housing
- Economic Development

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Public Facilities and Infrastructure Improvements

Union County is committed to enhancing the overall quality of life in its neighborhoods by investing in critical improvements to public facilities and infrastructure. Through the targeted use of Community Development Block Grant (CDBG) funds, the County aims to create safer, healthier, and more livable environments—particularly in underserved and low- to moderate-income communities. Planned upgrades include the installation of energy-efficient street lighting, repair and expansion of sidewalks to improve pedestrian safety, and improvements to water and sewer systems to ensure reliable access to essential utilities. Public parks will also be renovated or developed to provide accessible recreational spaces that promote community wellness and engagement. A key goal of this strategy is to improve both the physical conditions of neighborhoods and the social environment for residents. Union County will work in partnership with neighborhood-based organizations and municipal staff, offering technical assistance and support to advance local revitalization efforts. These efforts are designed not only to address immediate infrastructure needs but also to foster long-term community stability, encourage reinvestment, and support the economic and social health of Union County's most vulnerable areas.

Public Services

Union County prioritizes the expansion and support of community services, with a focus on vulnerable groups such as individuals experiencing homelessness, seniors, at-risk youth, veterans, and people with disabilities or special needs. The County will fund operations and supportive services for organizations that assist individuals and families who are homeless or at risk of homelessness. This includes support for transitional and shelter housing programs. Broader public service initiatives will focus on housing assistance, job training, educational programming, nutrition services, and advocacy for low- and moderate-income residents. Additional support will be directed toward populations with special needs, including the elderly, developmentally delayed, persons with disabilities, and those living with HIV/AIDS, with the goal of improving access to services and enhancing overall well-being.

Affordable Housing

Promoting and preserving affordable housing is a central focus of Union County's long-term community development strategy. To achieve this, the County will continue to invest in housing initiatives that support low- and moderate-income residents. A key component of this effort is the Home Repair Program, which provides financial assistance for the rehabilitation and emergency repair of owner-occupied homes. This program addresses critical health and safety issues (such as roofing, heating, and other improvements) to ensure that residents can remain in safe, decent, and sanitary living conditions. In addition to emergency repairs, the County will support housing activities that encourage the development of a diverse housing stock capable of meeting the needs of various income levels and family types. These initiatives are designed not only to improve the quality and longevity of existing housing but also to preserve the character and natural features of Union County neighborhoods. The

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goal is to improve, conserve, and increase the supply of affordable housing, reduce housing instability, and foster stronger, more resilient communities.

Economic Development

Although identified as a lower priority within the Con Plan, Union County recognizes the importance of promoting economic development and supporting a diverse, resilient local economy. Efforts will focus on creating job training and workforce development opportunities, as well as supporting the expansion of new and existing businesses. These initiatives aim to improve employment prospects for low- and moderate-income residents and to foster an environment where entrepreneurship and innovation can thrive.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Union County has a good performance record with HUD. The County regularly meets the performance standards established by HUD. Each year the County prepares its Consolidated Annual Performance and Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year. Copies of the CAPER and the Five-Year Consolidated Plan are available for review on-line at the County's website.

The PY 2023 CAPER, which was the fourth CAPER for the PY 2020-2025 Five-Year Consolidated Plan. The City met all statutory spending and ratio requirements for CDBG funds. During Program Year 2023 the follow projects/activities were completed and met their required goals:

• Common Heart – Economic Empowerment and Development Program: providing access to food and crisis assistance, while connecting families to Economic Empowerment programs to build stability and self-sufficiency to those in poverty, and encourage relationships, connections, and social capital among individuals of all economic classes.

• Common Heart – Pantry Network providing approximately a week’s worth of groceries through our legacy Common Cupboard relational delivery pantry, five traditional pantries, and our mobile on-the-go pantries

• Community Shelter - The Community Shelter of Union County provides Emergency Shelter, Food, and Rehousing. Their low-barrier services support equitable opportunities for safe, affordable housing and food security.

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• Turning Point Inc. – Domestic Violence Program - providing a 24/7 crisis line, safe shelter, victim/court advocacy, case management, children's programs, parenting classes, individual and group counseling, and financial & relocation assistance for victims who cannot remain in our community due to safety concerns.

• Union County on Aging – providing essential in-home management tasks such as vacuuming, mopping, changing bed linens, washing personal laundry and personal care assistance including help with bathing, dressing, and personal grooming

• Union Crisis - providing assistance and advocacy for people in financial crisis, helping them move toward self-sufficiency through: Emergency Financial Assistance, Free Store, Free Appliances, and Financial Empowerment.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The County understands the importance of citizen consultation to set its long-term goals and priorities under the Consolidated Plan, and short-term goals under the Annual Action Plan. The County also engages citizens and other public and non-profit agencies in consultation efforts throughout the program year, and those efforts are incorporated into the County's Annual Action Plan. It offers multiple opportunities for participation during the drafting of the Annual Action Plan (AAP) and Consolidated Plan, as well as the Request for Proposal (RFP) Process. These opportunities include public hearings, public notices, website postings, social media posts, and emails to Union County local municipalities and non-profit service providers.

Technical assistance was offered to potential CDBG applicants in the form of a virtual workshop on Wednesday, February 26, 2025, along with one-on-one meetings being provided upon request. The draft 2025 Annual Action Plan will be made available for a 30-day public review and comment period from June 7- July 8, 2025; and a public hearing will be held on June 18, 2025. The participation process provides residents, agencies and organizations, and our elected body the opportunity to discuss the County's CDBG program and to provide suggestions and recommendations for future CDBG Program priorities and activities.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

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Union County makes it a priority to engage citizens, other public and non-profit agencies in consultation efforts throughout the program year with the opportunity to participate in the planning process. Based on that input, the County prepares and develops a thorough and comprehensive Five-Year Consolidated Plan that will continue to be implemented in the Year 5 Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions received will be accepted and incorporated into the planning document.

7. Summary

CDBG projects were evaluated carefully to meet priority goals and objectives identified in the 2021-2025 Consolidated Plan and recommended for funding for the 2025 program year. The 2025-2026 Annual Action Plan is a collection of community feedback, community stakeholder involvement, consideration of county-wide goals and policies, and County staff coordination and communication with community entities and resources. The Annual Action Plan used each element to design the most effective approach to the allocation of CDBG funds for the upcoming program year.

CDBG funds will be spent on public service programs benefiting low-mod income residents, infrastructure and public facility improvements, and affordable housing related activity.

Union County will continue to address the identified barriers to fair housing, as listed in the 2022-2026 Analysis of Impediments to Fair Housing Choice document, through selected projects and other available strategies.

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Director	Union County	Budget and Grants Management

Table 1 – Responsible Agencies

Narrative (optional)

As an entitlement community under the federal Community Development Block Grant (CDBG) Program, Union County is required to submit both a Five-Year Consolidated Plan and an Annual Action Plan (AAP) to the U.S. Department of Housing and Urban Development (HUD). The Board of County Commissioners authorizes these submissions, while the Budget and Grants Management Department serves as the lead entity responsible for preparing the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

In this role, the County collaborates with a range of partners—including public agencies, nonprofit organizations, and private-sector entities—to address affordable housing needs and other critical community development priorities. These partnerships are essential to effectively serve low- and moderate-income residents and to enhance the overall quality of life in Union County. Through these collaborative efforts, the County works to ensure that all residents have equitable access to housing, economic opportunities, and vital community resources.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Union County conducted significant public outreach to garner input from citizens, municipal staff, non-profit agencies, private developers, local service providers, government agencies, and others in preparing the Consolidated Plan. The goal of the consultation process was to gather data to help determine any updates in the priority needs of county residents. Furthermore, the goal was to find ways to better coordinate with service providers and local municipalities in the county to improve the availability of access to services, housing and quality of life for community members.

During the planning process for this Annual Action Plan, the County organized public and individual meetings with the community. County staff and the County's consultants met with service providers, community groups, nonprofit agencies, and municipalities within the County that have chosen to participate in the CDBG program to discuss and gather input on the community development needs identified in the County. Great emphasis was placed on consulting with social service agencies that serve low-income individuals and families with housing and other basic needs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Union County works with the following agencies to enhance coordination:

• Social Services Agencies – funds to improve services to low- and moderate-income persons.
• Housing Providers – funds to rehabilitate and provide housing options for low- and moderate-income homeowners.
• Community and Economic Development Agencies – funds to improve services to low- and moderate-income persons.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Union County is not a Continuum of Care County; rather local providers are members of the North Carolina Balance of State Continuum of Care. The regional committee is the Piedmont Regional Continuum of Care (PRCC) which encompasses five counties, including Union County. The Union County Community Shelter is the lead local Coordinating Agency for Union County. The PRCC recently developed a regional homeless strategy, which was utilized in this planning process to provide information on homelessness and resources available within Union County. Union County Community Shelter was consulted to gather information and data on the County's Continuum of Care efforts.

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The Community Shelter of Union County is the only homelessness services provider in Union County and serves all demographics, including single adult men, women, and family units. They are the only full-service emergency shelter and soup kitchen providing three meals daily in Union County and provide mobile food pantry services to all people in Union County. The target population includes people experiencing homelessness or imminent threat of homelessness and people experiencing food insecurity.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable; the County currently does not receive ESG funding. The Union County Community Shelter is a direct recipient of ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Union County
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Union County was the lead entity on the Five-Year Consolidated Plan. The County reviewed its program and funded activities that met the goals and objectives as outlined in the City's Five-Year Consolidated Plan.
2	**Agency/Group/Organization**	Union County Community Shelter
	Agency/Group/Organization Type	Non-Profit Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was consulted regarding homelessness, transitional housing, affordable housing to determine the housing needs of its very low-income clients and other related community development needs within the county. The County reviewed its program and funded activities that met the goals and objectives as outlined in the County's Five-Year Consolidated Plan to address these housing needs.
3	**Agency/Group/Organization**	Council on Aging
	Agency/Group/Organization Type	Non-Profit Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was consulted regarding the elderly as it is a social service agency that provides critical support to seniors, including transportation, meals, in-home care, and housing assistance. The Council on Aging offered valuable insight into housing barriers, service gaps, and emerging needs facing low- and moderate-income elderly residents. Their input helped inform the County's strategies related to housing accessibility, supportive housing options, and community-based services aimed at allowing older adults to age in place.
4	**Agency/Group/Organization**	Common Heart, Inc.
	Agency/Group/Organization Type	Non-Profit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was consulted regarding food insecurity, economic empowerment, and other related community development needs within the county. The County reviewed its program and funded activities that met the goals and objectives as outlined in the County's Five-Year Consolidated Plan.

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5	**Agency/Group/Organization**	Thrive! Union
	Agency/Group/Organization Type	Non-Profit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency regularly attends monthly meetings where they take a proactive role in leading, partnering, and supporting system changes aimed at reducing poverty and enhancing the quality of life for families in the community. Through these meetings, the agency ensures its active involvement in consultations regarding poverty alleviation strategies. Anticipated outcomes include enhanced coordination among stakeholders, improved alignment of efforts towards poverty reduction, and the identification of areas requiring additional support or intervention. This proactive approach fosters a collaborative environment conducive to addressing the multifaceted challenges associated with poverty effectively.

Identify any Agency Types not consulted and provide rationale for not consulting

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Union County made a conscious effort to include all relevant organizations, agencies, and local municipalities in the consultation process. There were no specific agency types that were purposely not consulted during the development of the Annual Action Plan. Union County will continue to outreach to agencies within the program year as the Annual Action Plan is implemented.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Union County Community Shelter	Assist persons who are homeless or at risk of homelessness. They are incorporated in the Five-Year Consolidated Plan and the Annual Action Plans
2022-2026 Analysis of Impediments to Fair Housing	Union County	They are incorporated in the Five-Year Consolidated Plan and the Annual Action Plans for fair housing.
2021-2025 Consolidated Plan	Union County	They are incorporated in the Five-Year Consolidated Plan and the Annual Action Plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Union County offered a CDBG Application Workshop to anyone interested in applying for CDBG funds for the upcoming program year. Along with the workshop, the County provided one-on-one meetings for anyone interested in applying for the CDBG program.

In order to encourage and increase citizen participation among county residents, Union County has launched a new county wide electronic citizen participation system that allows residents to get instant notification about community development related activities, planning documents, such as the Consolidated Plan, Citizen Participation Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Document, scheduled public hearings all related exclusively to the Community Development Block Grant Program. Residents will have the opportunity to submit comments about the program and priorities throughout the entire year.

Traditionally, there have been several ways for individuals to submit their public comments, including public hearings, emails, and phone calls. Now, Union County has another way for residents to participate and offer their feedback and input – Engage Union County https:// engage.unioncountync.gov/. Engage Union County is a community engagement platform that provides capacity and support for focused participation in a safe, information-rich environment through an integrated range of on-line community engagement feedback tools. This platform allows Union County CBDG to broaden and enhance our citizen participation through greater, more diverse and more flexible opportunities to provide input and feedback, which will ultimately lead to greater inclusion and transparency for our residents.

A draft 2025 Annual Action Plan was released to the public on Saturday, June 7, 2025, for a 30-day public comment period, and ended on Tuesday, June 8th, 2025. Union County held an in-person meeting on Wednesday, June 18th, 2025, at 5:30p.m., to engage citizens about county wide community development needs and priorities. The public hearing notice was published in the local newspaper, Enquirer Journal, on June 7th, 2025. The meeting notice was also posted on the Union County websites. During these meetings, staff review HUD national objectives as well as ongoing department activities and facilitate a discussion of community needs along with suggestions for improving programs. Meeting with the community gives the department the best opportunities to interact with residents and receive feedback. Additionally, staff regularly attends community group meetings in Union County throughout the year which builds partnerships, maintains meaningful and productive relationships in the community, and enhances Union County's ability to develop responsive, relevant programs.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Past and Current Subrecipients	A notice was placed in the local newspaper, June 7th, 2025 notifying local residents of an upcoming public hearing and the availability of the draft 2025 AAP for the 30-day comment period.	N/A	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Past and Current Subrecipients	An information about the meeting was advertised on the Union County website.	N/A	N/A	https://www.unioncountync.gov/government/departments-a-e/county-manager-s-office/community-development-block-grant-cdbg-program
3	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Agencies/Organizations	A public hearing was held on Wednesday, June 18th, 2025, to gain input from residents on the development on the 2025 Annual Action Plan.	N/A	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	PY25-26 CDBG Application Workshop	Minorities Persons with disabilities Non-targeted/broad community Past and Current Subrecipients	A CDBG workshop was held on Wednesday, February 26, 2025, for potential program applicants. Individuals attending the workshop had an opportunity to discuss their programs/projects and ask questions about the new CDBG application.	None	None	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Union County will be receiving $801,607.00 in CDBG funding for PY 2025-2026. Union County does not collect any program income through its HUD funded projects. The CDBG funds can be used for a wide range of activities, including housing rehabilitation, economic development, public improvements, and social services, but are restricted in location to the unincorporated areas of Union County and participating Towns within the County. Union County will start the year 2025 program, and year five of the Consolidated Plan with continuation to focus on its key priorities program areas listed in its five-year strategic plan, which include: Improve public facilities and infrastructure, Support delivery of public services, Promote affordable housing, and Support growth in economic development

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of Con Plan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	801,607	0	913,135	$1,714,742	0	Final projects/ activities are TBD based on PY2025 CDBG allocations.

Table 5 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Unlike some other federal grant programs, CDBG regulations do not require matching funds on behalf of the Grantee. While there are no federal match requirements for CDBG funds, Union County highly recommends that organizations provide matching funds, if possible. Match fund sources include contributions derived from other eligible federal and nonfederal sources and the value of third-party in-kind contributions, (i.e., volunteers, personnel, office space, materials, equipment, and supplies). However, while matching funds are not required, applications will receive favorable scoring based on leveraging funds. Leveraging is a way to increase project efficiencies which often come with combining sources of funding. Union County will continue encouraging subrecipients to use matching funds to stretch CDBG dollars.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not Applicable.

Discussion

Union County's PY 2025-2026 Annual Action Plan covers the period from July 1, 2025, to June 30, 2026. The County's PY 25-25 entitlement amount is $801,607.00. While HUD's CDBG allocations are critical, they are not sufficient to overcome all barriers and address all needs that low-income individuals and families face in attaining self-sufficiency. The County will continue to leverage additional resources and partnerships to successfully provide support and services to the populations in need.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Promote Affordable Housing	2021	2025	Affordable Housing	Union County CDBG Program Area	Housing	CDBG: $260,522	Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Support Delivery of Public Services	2021	2025	Homeless Non-Homeless Special Needs	Union County CDBG Program Area	Public Services	CDBG: $120,241	Public service activities other than Low/Moderate Income Housing Benefit: 1,000 Persons Assisted
3	Improve Public Facilities and Infrastructure	2021	2025	Non-Housing Community Development	Union County CDBG Program Area	Public Facilities and Infrastructure	CDBG: $260,523	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3,000 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

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1	**Goal Name**	Promote Affordable Housing
	Goal Description	Funds will be used to support affordable housing, owner-occupied rehabilitation program, and increase learning opportunities and coordination about fair housing issues within Union County service area.
2	**Goal Name**	Support Delivery of Public Services
	Goal Description	Support for community and supportive services, with special emphasis on services for the homeless, seniors, at-risk youth, the disabled, veterans and other persons with special needs.
3	**Goal Name**	Improve Public Facilities and Infrastructure
	Goal Description	Enhancing the quality and accessibility of public spaces, addressing critical infrastructure needs, promoting safety and resilience in public facilities and supporting economic development and community revitalization for LMA county wide.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The County has allocated funding to four (4) line items using CDBG funding. Some projects will have one activity, and others will consist of various activities.

Projects

#	Project Name
1	PY2025 Public Facilities and Infrastructure
2	PY2025 Administration
3	PY2025 Public Service
4	PY2025 Housing

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Five-Year Consolidated Plan provides the framework for implementing a vision for creating a sustainable community and is designed to guide the County's affordable housing, homelessness, community and economic development policies and programs over the County PY 2021- 2025 period. Projects funded through the Community Development Block Grant Fund (CDBG), work towards meeting the goals of the Consolidated Plan and to further Union County's community vision. Funding priorities outlined in the Consolidated Plan remain unchanged. Each year the County issues a Notice of Funding Availability to request proposal for CDBG funded activities.
Factors that contributed to targeting funds for specific activities are:

- Stated needs, analysis, and objectives in the 2021-2025 Consolidated Plan;
- The severity of the need;
- The availability of other funds to ensure project viability;
- Experience in working with federal funds and other government grants;
- How the project met national CDBG objectives and goals;
- How well the project addressed local needs;
- How large the impact will be for residents, i.e. number of beneficiaries;
- Project readiness in qualified census tracts with low- and moderate-income households.

The selected projects' primary objectives are to strengthen neighborhoods, improve quality of life and provide needed public services to low- and moderate-income individuals, the elderly, and persons experiencing domestic violence and homelessness.

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AP-38 Project Summary

Project Summary Information

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1	**Project Name**	PY2025 Public Facilities and Infrastructure
	Target Area	Union County CDBG Program Area
	Goals Supported	Improve Public Facilities and Infrastructure
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG: $260,523
	Description	Funds will be used for the acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	3,000 low to moderate income families
	Location Description	Countywide
	Planned Activities	May include community revitalization, public facility activities, infrastructure work and/or emergency services equipment.
2	**Project Name**	PY2025 Administration and Planning
	Target Area	Union County CDBG Program Area
	Goals Supported	Improve Public Facilities and Infrastructure Support Delivery of Public Services Promote Affordable Housing
	Needs Addressed	Public Facilities and Infrastructure Public Services Housing Economic Development
	Funding	CDBG: $160,321.40
	Description	Public Services funds will be used for services provided mainly for presumed benefit population, such as elderly, domestic violence victims, economic and housing stabilization programs for vulnerable population, emergency shelter support services, emergency-related equipment, along with prescription medication services for low-mod income individuals.
	Target Date	6/30/2025

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	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Countywide
	Planned Activities	General CDBG administration and planning.
3	**Project Name**	PY2025 Public Service
	Target Area	Union County CDBG Program Area
	Goals Supported	Support Delivery of Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $120,241.05
	Description	Public Services funds will be used for services provided mainly for presumed benefit population, such as elderly, domestic violence victims, economic and housing stabilization programs for vulnerable population, emergency shelter support services, emergency-related equipment, along with school supplies and food pantry for low-mod income individuals.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Estimated number: Estimated number: 1000 persons. Proposed activities will benefit low-moderate income families.
	Location Description	Union County CDBG Program Area
	Planned Activities	Shelter operations and supportive services, domestic violence and sexual assault victims counseling, economic and housing stabilization programs for vulnerable population through counseling, emergency shelter support services, emergency-related equipment, along with school supplies and food pantry for low-mod income individuals.
4	**Project Name**	PY2025 Housing
	Target Area	Union County CDBG Program Area
	Goals Supported	Promote Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: $260,522

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	Description	Improve, conserve and increase the supply of decent, safe, sanitary and affordable housing for low- and moderate-income households in Union County.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 low to moderate income families who live in Union County
	Location Description	Union County CDBG Program Area
	Planned Activities	Provide funds and assist in the rehabilitation and improvement, including critical repairs, of existing owner-occupied housing, septic tank and/or wells for low- and moderate-income household. If needed: Affirmatively further fair housing by advocating, enforcing and educating residents, realtors, landlords, managers, and local officials on fair housing choice and/or Provide training and educational programs to assist low- and moderate-income homebuyers and tenants in the best practices for the purchase and maintenance of housing, including the prevention of foreclosure and eviction and/or Promote, encourage and assist in developing opportunities for low- and moderate-income persons and families to become homeowners.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Union County is home to fourteen municipalities. The municipalities who have chosen to participate in the CDBG program: Marshville, Stallings, Waxhaw, Weddington, Wingate, Fairview, Indian Trail, Mineral Springs, and Wesley Chapel along with unincorporated areas in the county.
Union County has not established specific target areas to focus on the investment of CDBG funds. In terms of specific geographic distribution of investments, infrastructure improvements and public facilities will be focused primarily in areas with concentrations of low-to-moderate income population.

Geographic Distribution

Target Area	Percentage of Funds
Marshville	
Union County CDBG Program Area	
Union County ETJ	
Stallings	
Weddington	
Wingate	
Waxhaw	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Geography was not used to determine funding allocation priorities for the county. There are no blighted areas in specific geographical areas that have disproportionate needs. Allocations and use of funds are determined through a competitive application process open to all eligible organizations.

Discussion

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Union County's CDBG Grant Program area consists of Marshville, Stallings, Waxhaw, Weddington, Wingate, Fairview, Indian Trail, Mineral Springs, and Wesley Chapel and unincorporated areas. The County has identified gaps and improvements in its 2022-2026 Analysis of Impediments to Fair Housing process to take a more focused plan of actions to identify and overcome any barriers to fair/affordable housing choice for protected classes.

Finding safe and affordable housing is a complex challenge many communities face throughout the nation. Single family home prices and the price of rent have also skyrocketed throughout the State of North Carolina, and it seems to be getting worse in this new post-COVID era. Union County recognizes that gaps do exist within the affordable housing realm and the challenges the community faces. In past years, the focus was mainly on updating existing and creating new infrastructure and public facilities to serve housing units across the County. In the last two program years, the focus began moderately shifting to help the community with affordable housing needs. Current institutional delivery systems with dedicated resources currently exist that provide for increasing and sustaining affordable housing units in Union County. However, these existing resources are not sufficient to address the affordable housing needs across the county and a more unified and holistic approach will need to be sought out in the future.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

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Discussion

Fostering and maintaining the existing supply of affordable housing continues to be of importance for the County, who will continue to develop policies that help foster the development of new affordable housing units. Additionally, Union County and its municipal partners will continue to support the efforts of local non-profit housing providers who carry out strategies to retain and create affordable housing options throughout the region.

There are 16 low-income housing apartment communities offering 619 affordable apartments for rent in Union County, which are broken down into three categories:

1. Income Based Apartments: 559 apartments. Tenants typically pay no more than 30% of their income towards rent and utilities.
2. Low Rent Apartments: 60 apartments that do not provide direct rental assistance but remain affordable to low-income households in Union County.
3. Housing Choice Vouchers: On average, Section 8 Housing Choice vouchers pay Union County landlords $700 per month towards rent. The average voucher contributes $400 towards rent in Union County.

As previously stated, there are 619 public, safe, and affordable rental units available for eligible low-income families and individuals. There was an estimated total of 80,271 families in Union County in 2022, with an approximate 7.1% which is 5,700 families living below the poverty level. There are significantly more families living below the poverty level than the 619 safe, affordable rental units available in the County. (Source: Census.gov) (Census Reporter)

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AP-60 Public Housing – 91.220(h)

Introduction

Union County does not maintain nor support any public housing. The Monroe Housing Authority (MHA) is the local entity with the sole responsibility for management and maintenance of public housing. MHA was established under the State of North Carolina General Statute 157 (Housing Authority Law) through a cooperation agreement with the City of Monroe, North Carolina on June 28, 1966. MHA administers the Public Housing (PH) and Section 8/Housing Choice Voucher (HCV) Programs funded through the U.S. Department of Housing and Urban Development for the City of Monroe and Union County.
Its goal is to provide quality housing for community members and rental housing program participants.

Public housing was established to provide decent and safe rental housing for eligible low-income families and individuals with a total number of 173 units. Monroe Housing Authority (MHA) has four Public Housing communities:

Serenity Place - 44 units (Elderly and Disabled Site)
Grace Gardens - 83 units (Family Site)

Willow Oaks - 46 units (Family Site)

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Monroe Housing Authority (MHA) offers several resident programs and supportive services designed to foster self-sufficiency and improve quality of life. The Monroe Housing Authority also partners with several community organizations that provide resources to assist clients.

The MHA's Resident Opportunities and Self-Sufficiency (ROSS) Program offers supportive services to its Public Housing residents to increase their income, enhance their life goals, or overall become self-sufficient. Through ongoing one-on-one case management, the ROSS Coordinator assists ROSS Program participants in assessing barriers that may hinder self-sufficiency and help them create goals to achieve success in career advancement, furthering education, or basic life skills.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

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provided or other assistance

Not applicable.

Discussion

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless prevention resources are available in Union County. However, these services are concentrated within the City of Monroe. The resources available fall short of providing adequate services to meet the growing needs of both the emerging homeless population and residents who are at risk of becoming homeless. While gaps do exist, there are strong non-profit organizations working in coordination to ensure this population is served. The Community Shelter of Union County is the only homelessness services provider in Union County. They provide onsite emergency shelter to meet the shelter needs of people experiencing homelessness in the community, case management, education, and employment services. The organization helps people experiencing homelessness obtain new housing with rapid rehousing services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County will continue to work with and support the Piedmont Regional Continuum of Care, to reach the local homeless populations and assess their needs and identify resources to support the need. Union County also partners with the Community Shelter of Union County to reach homeless persons across the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

Union County does not receive federal funding nor carry out shelter activities. Local non-profit organizations operate shelters and are working to find ways to obtain much needed resources to expand shelter space and homeless prevention programs.

The County works with the Community Shelter of Union County on addressing the emergency shelter and transitional housing needs of homeless people. In their emergency shelter program, the organization embraces national best practices and HUD required low barrier and housing first strategies. They operate on a 60-day stay, with participants engaging in housing plans within the first week of shelter stay working with shelter, housing, and economic mobility case managers. The emergency shelter team includes client services director, six case managers, and sixteen shelter coordinators.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

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individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless needs are addressed in the community through other organizations, including but not limited to the Union County Community Shelter. Union County also has representation on the Piedmont Regional Continuum of Care. The Community Shelter's continuum of care includes emergency shelter, food, rehousing, economic mobility, and post-housing services.

Through the Community Shelter of Union County, shelter participants are referred to the shelter's housing stability team to begin housing search and placement activities within one week of entry. The shelter budgets with the participants income to determine affordability for long term success and help with upfront costs (deposits, short term rent and utility assistance) to help re-establish independence. The housing stability team includes two rapid rehousing case managers. The evidence based rapid rehousing strategies help clients maintain permanent housing long term. The shelter has great integrity with their eligibility elements and data collection to generate reliable statistical data using a statewide HMIS data collection tool and adopting best practices on policy, strategy, and activity.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Union County Community Shelter and Community Link operate several programs that provide support to people who are homeless or at risk of homelessness. Their work includes a focus on several special populations, such as veterans and people with a serious mental illness. The services provided through these programs include:

- Adult Emergency Shelter
- Emergency Family Shelter
- Soup Kitchen
- Hope Pantry
- Amazing Grace Program for Seniors
- Case Management
- Homeless to Rental Housing
- Travelers Aid for those recently released from jail
- Homeless to Housing for Veterans

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• Homeownership Programs

Shelter participants are also encouraged to enroll in the economic mobility program which provides programming to increase earning potential and access to local employment opportunities to program participants.

In the soup kitchen, the shelter partners with over 150 community groups to help provide and serve meals to its participants. There are seven nutrition staff employed to oversee over 1,000 meal service opportunities per year and to receive pantry donations seven days a week. The food service manager and onsite operations director schedule mobile food pantry activities including procuring food for food insecure community households. The shelter's strategy is to provide 1 - 2 weeks of groceries at a time to mobile pantry participants, and to offer three meals daily to any citizen expressing food insecurity in our soup kitchen.

Discussion

The Piedmont Regional Continuum of Care has developed a Regional Committee Plan that details a systematic approach for providing referrals to support resources to ensure clients are connected to community services that will assist them in addressing their current housing needs. This includes stabilizing housing for persons with developmental disabilities and providing transportation. Union County is planning on continuing the partnership with Community Shelter of Union County to provide continuous support for the homeless population.

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Union County faces similar barriers to affordable housing that many other neighboring countries face in the region. The County is committed to removing or reducing barriers to affordable housing whenever possible and working together on the government level, and community level with other partners. The County continues to assess and address outcomes and recommendations of the 2022 Analysis of Impediments to Fair Housing.

Providing affordable housing is a very complex issue to overcome. There are several current barriers to increasing the affordable housing stock in the County. The list below highlights some of the current affordable housing issues:

- Land costs have been driven up by developers and speculators;
- Rising construction costs are a factor in the development of affordable housing;
- Scarce supply of construction and housing rehabilitation workforce;
- Lack of partnerships and support between public and private partners to efficiently leverage resources to build affordable housing or create mixed-income communities;
- Inadequate public transportation options that match appropriately priced housing options in specific communities.

Continued labor shortages and increased materials and construction costs add additional expense to affordable housing projects. This reduces available funds for developers to build cost-effectively and in turn reduces affordability.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Union County 2022-2026 Analysis of Impediments to Fair Housing document lists resources and ideas on affordable housing projects, and initiatives that are worth researching further to address the affordable housing shortage countywide. The County also recognizes the importance of educating county residents about fair housing issues and is committed to providing fair housing training on a regular basis with the help of Legal Aid of North Carolina.

Union County is creating a traditional home repair program in addition to funding for septic and wells.

Discussion:

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AP-85 Other Actions – 91.220(k)

Introduction:

Providing affordable housing options and/or creating socioeconomically integrated communities are very complex tasks to work towards and achieve. In neighborhoods with pockets of racial and ethnic poverty the affordable housing stock is made up of mostly older units, that are more likely to be substandard, and the cost of improvements is usually beyond the homeowners' means. There is a lack of transportation options between areas offering affordable housing and available jobs, along with a lack of services in these areas. Local governments face the option of either looking into ways of transforming racially or ethnically concentrated areas of poverty into resource-rich areas or trying to create integrated mixed-income communities.

Actions planned to address obstacles to meeting underserved needs

The County will continue to work with area agencies, the Piedmont Regional Continuum of Care agency, and other public and governmental agencies to find solutions that leverage the resources available and to efficiently and effectively meet program goals. Union County will also ensure that marketing materials for County-funded programs are available in languages specific to the populations seeking information.

Whenever possible, the County will work to leverage CDBG funds and continue to work to identify additional opportunities.

Actions planned to foster and maintain affordable housing

Union County is lacking in the development of new affordable housing. The County will begin by initiating partnerships with public and private housing developers and advocating for the development of affordable and mixed-income housing. Union County has started a traditional home repair program with the goal of assisting up to ten homes in the county in program year 2025-2026 as a way of help maintaining affordable housing units in the community. The goal is to work towards building up a robust county-wide critical home repair program, using CDBG funds, and other available grant funds over the upcoming years. The County also plans on actively seeking out potential partnerships with existing local Community Housing Development Organizations to partner with. Additionally, Union County will continue being involved in discussions about local and regional public transportation initiatives.

Actions planned to reduce lead-based paint hazards

The County will complete an in-house review form to ensure compliance with all Federal statutes concerning lead-based paint in any Federally assisted capital project. Union County ensures the reduction of adverse health effects on area residents caused by rehabilitation of lead-based paint surfaces by providing educational materials to all housing contractors and citizens receiving housing

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rehabilitation assistance. The Union County Children's Environmental Health Childhood Lead Prevention Program protects and improves the health of children from the harmful effects of lead through the implementation of the North Carolina Rules Governing Lead Poisoning Prevention in Children, 15A NCAC 18A .3100. Union County Children's Environmental Health coordinates and assists in the environmental investigation of a child who has lead positing.

Actions planned to reduce the number of poverty-level families

Union County is dedicated to working with local agencies and units of local government to aid in reducing the number of poverty level families in the county. This will be done by educating and assisting impoverished families in becoming self-sufficient. There are various local organizations who provide essential support services for families living in poverty. CDBG funding will be allocated to support these local organizations to help achieve their public service goals.

Actions planned to develop institutional structure

Union County manages the institutional delivery structure surrounding the acceptance and allocation of federal grant funds for Consolidated Plan programs. The goals and objectives of the Strategic Plan could not have been developed without residents' informed assistance.

Actions planned to enhance coordination between public and private housing and social service agencies

The County continues to have conversations with local housing service and program providers, housing developers, various local non-profit agencies and local municipalities on how to coordinate resources and build stronger partnership among local public and private housing and social service agencies within the county.

• Union County has been tasked with creating a Fair Housing Advisory Council. The role of the Council will be to research affordable and fair housing methods, concepts and ideas that have the potential of being implemented in the future.
• Initiating conversation with Affordable Housing Developers.
• The County will continue working with the State of North Carolina and regional and local transportation organizations to overcome transportation related barriers.

Discussion:

Even though CDBG funding is limited, the County will continue working with local agencies, units of government, and other local partners. The goal of Union County's CDBG program is to continue the conversation on how to increase the quality of life of residents, especially those who live in poverty. The County will continuously look for opportunities to improve existing programs or create new ones.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following provides details on program specific requirements for the Community Development Block Grant.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

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

File #: 25-416 **Agenda Date:** 7/14/2025

TITLE:

May 2025 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 May 2025 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:

$1,663.40

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
CROWN ADVISERS, LLC	CROWN ADVISERS, LLC		634 DEESE RD		MONROE, NC 28110	Adjustment >= $100	0081066630	KBD3641	PENDING	908840600	Refund Generated due to adjustment on Bill #0081066630-2023-2023-0000	Situs error	5/21/2025		001	TAX	$0.00	$0.00	$0.00
															200	TAX	($343.36)	$0.00	($343.36)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															021	TAX	$41.95	$0.00	$41.95
															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	$331.41
DIGIOVANNI, LACEY NICOL	DIGIOVANNI, LACEY NICOL		2907 MATTHEWS INDIAN TRAIL RD		MATTHEWS, NC 28104	Adjustment >= $100	0083507235	KJX8380	PENDING	1022768064	Refund Generated due to adjustment on Bill #0083507235-2023-2023-0000	Situs error	5/22/2025		001	TAX	$0.00	$0.00	$0.00
															200	TAX	($168.59)	($16.02)	($184.61)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															700	TAX	$62.40	$5.93	$68.33
															020	TAX	$16.04	$1.52	$17.56
															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	$128.72
MECKLENBURG COUNTY TAX OFFICE	C/O BRANDI MURRAY		PO BOX 31457		CHARLOTTE, NC 28231	Adjustment >= $100	0084501288	KJX8689	PENDING	794981404	Refund Generated due to adjustment on Bill #0084501288-2023-2023-0000-00	Change of County	5/20/2025		001	TAX	($25.13)	($2.38)	($27.51)
															700	TAX	($28.64)	($2.72)	($31.36)
															020	TAX	($7.36)	($0.70)	($8.06)
															003	TAX	($2.69)	($0.26)	($2.95)
															005	TAX	($0.60)	($0.06)	($0.66)
															004	TAX	($4.50)	($0.43)	($4.93)
															002	TAX	($57.62)	($5.47)	($63.09)
																		Refund	$138.56
GRISE, LUCIEN ALEXIS	GRISE, LUCIEN ALEXIS		5007 PLEASANT RUN DR		MATTHEWS, NC 28104	Adjustment >= $100	0084608558	LJY5820	PENDING	796354671	Refund Generated due to adjustment on Bill #0084608558-2024-2024-0000-00	Assessed In Err	5/27/2025		001	TAX	($95.67)	$0.00	($95.67)
															700	TAX	($126.62)	$0.00	($126.62)
															023	TAX	($30.01)	$0.00	($30.01)
															003	TAX	($10.26)	$0.00	($10.26)
															005	TAX	($2.29)	$0.00	($2.29)
															004	TAX	($17.12)	$0.00	($17.12)
															002	TAX	($219.35)	$0.00	($219.35)
																		Refund	$501.32
SERKIN, AVENIR VLADIMIR	SERKIN, AVENIR VLADIMIR		212 MADDIE LN		STALLINGS, NC 28104	Adjustment >= $100	0082855055	RKD9042	PENDING	1022768037	Refund Generated due to adjustment on Bill #0082855055-2024-2024-0000	Situs error	5/22/2025		001	TAX	$0.00	$0.00	$0.00
															200	TAX	($344.63)	$0.00	($344.63)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															700	TAX	$148.14	$0.00	$148.14
															020	TAX	$36.69	$0.00	$36.69
															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	$189.80
TRAYNOR, MICHAEL GEORGE	TRAYNOR, MICHAEL GEORGE	COATES, KAREN MICHELE	1013 MINDEN DR		MATTHEWS, NC 28104	Adjustment >= $100	0078090690	LBH1514	PENDING	794980452	Refund Generated due to adjustment on Bill #0078090690-2024-2024-0000-00	Over Assessment	5/20/2025		001	TAX	($41.51)	$0.00	($41.51)
															600	TAX	($47.06)	$0.00	($47.06)
															020	TAX	($13.61)	$0.00	($13.61)
															003	TAX	($4.45)	$0.00	($4.45)
															005	TAX	($0.99)	$0.00	($0.99)
															004	TAX	($7.43)	$0.00	($7.43)
															002	TAX	($95.19)	$0.00	($95.19)
																		Refund	$210.24
EXPRESS TAG AND TITLE LLC	EXPRESS TAG AND TITLE LLC		70 SCRUGGS RD	STE 100	MONETA, VA 24121	Adjustment >= $100	0084412609	VR3275	PENDING	1018939500	Refund Generated due to adjustment on Bill #0084412609-2024-2024-0000	Situs error	5/6/2025		001	TAX	$0.00	$0.00	$0.00
															600	TAX	$93.45	$0.00	$93.45
															200	TAX	($253.82)	$0.00	($253.82)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															020	TAX	$27.02	$0.00	$27.02
															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	$163.35
																		Refund Total	$1663.40

File #: 25-428 **Agenda Date:** 7/14/2025

TITLE:

Contract - Cybersecurity Identity Threat Protection Software

INFORMATION CONTACT:

Chris Liersaph, Information Technology, Assistant Director, 704-292-2520

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:

CrowdStrike, offered through the vendor, Tech Data Corporation dba DLT Solutions LLC, is a leading cybersecurity platform recognized for its cloud-native architecture and real-time threat detection capabilities. CrowdStrike is designed to protect endpoints, identities, and workloads across the enterprise and behavioral analytics to prevent breaches proactively. Implementing CrowdStrike will significantly enhance our cybersecurity posture by consolidating multiple security functions like antivirus, endpoint detection and response, and threat intelligence into a single, streamlined solution. This consolidation will reduce our reliance on various ancillary tools, simplify management, and improve incident response times. The platform’s scalability and centralized visibility make it an efficient and future-proof investment in our cyber defense strategy.

N.C.G.S 143-129(e)(3) and N.C.G.S 143-129(e)(9) allow local governments to make purchases through a competitively bid North Carolina Statewide Term Contract or a Group Purchasing Program.

The purchase of the software will be made using North Carolina Statewide Term Contract STC 208M quoted by Tech Data Corporation dba DLT Solutions.

FINANCIAL IMPACT:

The anticipated annual cost for this service is $58,246.36. Since this contract contains a three-year term, a total of $174,739.08 is estimated to be spent. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

STATE OF NORTH CAROLINA

AGREEMENT

UNION COUNTY

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "Union," and DLT SOLUTIONS, LLC, a foreign corporation authorized to do business in North Carolina with a registered address of 160 Mine Lake Ct Ste 200, Raleigh, NC 27615, hereinafter referred to as "DLT."

W I T N E S S E T H

WHEREAS, Union desires to purchase cybersecurity identity threat protection services;

WHEREAS, pursuant to G.S. § 160A-279(a), Union is authorized to make purchases from contracts established by the State or any agency of the State, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the State contract; and

WHEREAS, NC Statewide IT Contract Number 208M – Endpoint Protection designates DLT as an authorized reseller with the authority to license CrowdStrike products.

WHEREAS, DLT is willing to extend to Union the same or more favorable prices, terms, and conditions as established in Statewide IT Contract Number 208M.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Union agrees to purchase services as identified on the attached price quotation dated March 12, 2025, which is attached hereto and incorporated herein by reference.

2. This Agreement shall be effective on July 1, 2025 and have a term of three years.

3. The North Carolina General Terms & Conditions are attached hereto are incorporated herein by reference.

4. DLT shall ensure this Agreement is covered by a NETWORK SECURITY & PRIVACY LIABILITY (CYBER) insurance policy with limits of $1,000,000 Claims Made with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best. DLT shall provide evidence of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

5. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that DLT and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law;

and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by DLT will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to DLT.

6. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory further warrants that the execution, delivery and performance by it of this Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____(SEAL)
Brian W. Matthews, County Manager

DLT SOLUTIONS, LLC

By: _____(SEAL)

Approved as to Legal Form *CJB*

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

_____
Deputy Finance Officer

Price Quotation

Quote: 5271820
Reference: 1921207
Date: 03/12/2025
Expires: 07/09/2025

To: Heath Stewart
Union County (NC)
500 N. Main Street
Monroe, NC 28112

Phone: (704) 283-3568
Fax:
Email: heath.stewart@unioncountync.gov

From: Charles Barnholt
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (571) 346-1850
Fax: (571) 346-1850
Email: charles.barnholt@dlt.com

#	MFG Part No.	Contract [Contract Price]	Qty	Unit Price	Ext. Price
1	CS.ITP.SOLN	S-NC-CS [$155.55]	2500	$32.07	$80,175.00
	Identity Threat Protection (Accounts) 36 M Term				
2	CS.EPPENT.SOLN	S-NC-CS [$88.08]	1500	$45.22	$67,830.00
	Falcon Endpoint Protection Enterprise Flexible Bundle				
3	CS.TG.STD	S-NC-CS [$20.16]	1500	$6.95	$10,425.00
	Threat Graph Standard				
4	CS.PREVENT.SOLN	S-NC-CS [$67.74]	1500	$0.00	$0.00
	Prevent				
5	CS.INSIGHT.SOLN	S-NC-CS [$67.74]	1500	$0.00	$0.00
	Insight				
6	RR.HOS.ENT.EXPS	S-NC-CS [$300,000.00]	1	$16,309.08	$16,309.08
	Express Support				
	NOTE				
	DLT shall invoice the Reseller for the total amount listed above as follows: Invoiced on June-16-2025: $58,246.36 Invoiced on June-16-2026: $58,246.36 Invoiced on June-16-2027: $58,246.36 This Order is non-cancellable and extended payment terms do not provide for cancellation or refund.				

Total $174,739.08

This represents a savings of **$879,715.92** [**83.43%**] off the Total Contract Price **$1,054,455.00**.

Price Quotation

Quote: 5271820
Reference: 1921207
Date: 03/12/2025
Expires: 07/09/2025

State of North Carolina Contract#: STC 208M
Expires: 1/19/2026
Federal Tax ID#: 54-1599882
UEI - F1N2KDGBDTU8
Payment Terms: Net 30
FOB: Destination
DLT accepts VISA/MC/AMEX

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER STC 208M AND THE TERMS AND CONDITIONS AT http://www.dlt.com/products/client-commercial-licenses THAT APPLY TO THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTATION. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)
STATEWIDE IT PROCUREMENT OFFICE

NC Statewide IT Contract Number	**208M** – Endpoint Protection
Bid / Solicitation Number	DIT- 400438
Contract Award Type	Mandatory for Executive Branch State Agencies
Effective Dates	**September 30, 2025** **No renewal options**
Administrator	Allison Howard, IT Sourcing Specialist NC DIT– Statewide IT Division – Strategic Sourcing Allison.howard@nc.gov

Scope

This contract is for Native Cloud Endpoint Protection Services and Products which includes Anti-Virus/ Malware/Adware Components, Encryption Components, or a Full Endpoint Product Suite (both AV/ Malware/Adware and Encryption) available from the following licensors using their designated Resellers:

Broadcom CA, Inc.

Sophos

Trellix (Formerly McAfee)

CrowdStrike

Cisco

This is a **MANDATORY Statewide Term Contract** for use by **State Governmental Agencies** and a **Convenience** Contract, not mandatory, for use by **non-State Agencies.**

Non-state Agencies include the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction**, **Instructional components of the Department of Community Colleges**, as well as **Local** (Municipal and County) **Governments**.

State Agencies with the need to acquire subscription licenses not covered by this contract are required to follow the established purchasing procedures of the Department of Information Technology (DIT).

Ordering and Vendor Contact Information

Awarded Reseller	Licensor	Reseller Contact Information
Carahsoft	**Broadcom CA, Inc. (Symantec Products)** **Trellix (Formerly McAfee)**	**Patrick Donoughe** Contracts Coordinator 11493 Sunset Hills Road, Ste 100 Reston, VA 20190 Phone: (703) 581-6728 Email: patrick.donoughe@carahsoft.com
DLT	**CrowdStrike**	**Chris Kline** Program Manager I 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171 Phone: (703) 773-9233 Mobile: (571) 296-5226 Toll-Free: 800-262-4358 Email: chris.kline@dlt.com
Presidio	**Cisco**	**Nathan Zinteck** Account Manager 5444 Wade Park Boulevard Suite 150, Raleigh, NC 27607 Phone: (919) 323-8079 Email: nzinteck@presidio.com
SHI	**Sophos** **Trellix (Formerly McAfee)** **CrowdStrike**	**Todd Enter** Pubsec Account Executive 290 Davidson Ave. Somerset, NJ 08873 Phone: (336) 254-3197 Email: todd.enter@shi.com

Transportation Charges (When Applicable)

FOB – Destination
Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

Most deliverables will be downloaded via the Internet or license key activated after Vendor's receipt of the Purchase Order.

Warranty

Licensors' warranties will apply pursuant to each Licensors' negotiated Master License Agreements.

Taxes

Prices do not include North Carolina sales or use taxes.

Value-Added Services

Additional value-added services may be provided under this contract including implementation, training, support, and consulting services.

Please reference the price list for professional services rates

Professional Services rates include travel expenses.

The terms and conditions of State Term Contract 208M shall govern all Value-Added Services.

Return of Merchandise (When Applicable)

Please see the Delivery Section above.

HISTORY

10-16-2024 Exercised the last renewal option and co-termed the contracts to end on September 30, 2025.
1-16-2024 Updated CrowdStrike reseller contract dates.
11-16-2023 Updated vendor list to reflect that CDWG did not renew to resell Trend Micro; that Presidio chose not to renew to sell McAfee and SentinelOne; and that Cylance did not respond to renew their Negotiated License Addendum and therefore cannot be resold by SHI. Updated Vendor contact information for Carahsoft and SHI.

NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. PERFORMANCE:

a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.

c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.

d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.

e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. *See,* G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.

b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are

prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license

to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. INTERPRETATION, CONFLICT OF TERMS:

a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.

b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.

c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.

d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.

e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. TAXES: Any applicable taxes shall be invoiced as a separate item.

a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. SITUS AND GOVERNING LAWS:

a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.

b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.

c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. NON-DISCRIMINATION COMPLIANCE:

Wholly State Funded Contracts.

a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:

e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts.

h) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

i) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

j) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering

agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k) proceedings.

9. PAYMENT TERMS: Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. CONDITION AND PACKAGING: Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured,

and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and

2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. ADVERTISING: Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. ACCESS TO PERSONS AND RECORDS:

(a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.,* typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

(b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:

1. The State Auditor.

2. The internal auditors of the affected department, agency or institution.

3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

(c) The Joint Legislative Commission on Governmental Operations has the authority to:

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.

2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.

3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.

4. Receive reports as required by law or as requested by the Commission.

5. Access and review

a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and

b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the

contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

(d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.

2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

(e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

(f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

(g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

(h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. ASSIGNMENT OR DELEGATION OF DUTIES:

a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.

b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. INSURANCE: This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) REQUIREMENTS- Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

b) COVERAGE- During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. For Small Purchases as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

2. For Contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00 the following limits shall apply:

   i. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

   ii. Commercial General Liability- General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

   iii. Automobile- Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

3. For Contracts valued in excess of $1,000,000.00 the following limits shall apply:

   i. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

   ii. Commercial General Liability- General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00
   Combined Single Limit. Defense costs shall be in excess of the limit of liability.

   iii. Automobile- Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The

minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment.

16. GENERAL INDEMNITY:

a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.

b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.

d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. *See,* G.S. 22B-3,-10.

17. ELECTRONIC PROCUREMENT: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.

b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES

d) THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, *NC E-Procurement Terms of Use.* This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.

e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract.

Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

18. SUBCONTRACTING: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

19. CONFIDENTIALITY: Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

20. CARE OF STATE DATA AND PROPERTY: Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, *see*, G.S. 75-60 *et seq.* Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. *See,* e.g., G.S. 143B-1376.

21. OUTSOURCING: Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. *See,* G.S. 14359.4.

22. ENTIRE AGREEMENT: The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. ELECTRONIC RECORDS: The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurementrelated documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. AMENDMENTS: This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. NO WAIVER: Notwithstanding any other language or provision in the Contract or in any Vendorsupplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. FEDERAL FUNDS PROVISIONS:

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

a) No governmental non-competes. Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.

b) Program Monitoring. Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

c) Remedies and Termination. For purposes of this section the State Remedies and Termination provisions above apply as written.

d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements*. No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

   half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

3. *Withholding for unpaid wages and liquidated damages*. The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).

4. *SubContracts*. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

To the extent applicable, Vendors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at https://ncadmin.nc.gov/documents/vendor-forms.

h) Procurement of Recovered Materials.

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPAdesignated items unless the product cannot be acquired:
    - Competitively within a timeframe providing for compliance with the Contract performance schedule;
    - Meeting Contract performance requirements; or

- At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records**. In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS"** included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.

k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

l) **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.

p) **Federal Seals, Logos, and Flags**. In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING,"** the Vendor shall not use the seal(s), logos, crests, or

reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.

q) System for Awards Management. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors

or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

CrowdStrike Terms and Conditions
GOVERNMENT CUSTOMER

These Terms and Conditions by and between CrowdStrike Services, Inc., and CrowdStrike, Inc., each a Delaware corporation (collectively, "CrowdStrike") with their principal place of business at 150 Mathilda Place, 3rd Floor, Sunnyvale, CA 94086 and the customer placing the Order under the prime Federal contract referenced in the Order ("Customer"), with a place of business as specified in such Order under the referenced prime contract is entered into as of the effective date of such Order (the "Effective Date").

These Terms and Conditions cover all CrowdStrike Products and Services (defined in Section 1); however, only the provisions for Products and Services that you use or Order apply to the parties.

1. DEFINITIONS.

1.1 "Affiliate" shall mean any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

1.2 "API" shall mean an application programming interface.

1.3 "Authorized Subcontractor" shall mean an individual or entity contractor that performs services for you and is subject to an obligation of confidentiality that includes confidential information obtained from another party (e.g., CrowdStrike).

1.4 "CrowdStrike Competitor" shall mean a person or entity in the business of Internet security products or services substantially similar to CrowdStrike's products or services.

1.5 "CrowdStrike Tools" shall mean the CrowdStrike proprietary software-as-a-service, software and/or hardware tools specified in a Statement of Work and used by CrowdStrike when conducting Professional Services. The Falcon Application may be used as a CrowdStrike Tool.

1.6 "Documentation" shall mean the end-user technical documentation that CrowdStrike supplies with the Products and Services. Advertising, proposals and marketing materials are not Documentation.

1.7 "Error" shall mean a reproducible failure of the Product(s) to perform in substantial conformity with the applicable Product Documentation.

1.8 "Execution Profile/Metric Data" shall mean the anonymous and/or aggregated tasks, commands, resources, and associated metadata derived from the Products.

1.9 "Falcon DNS" shall mean the CrowdStrike cloud-based DNS resolution product.

1.10 "Falcon Platform" shall mean the CrowdStrike cloud software referred to as the Falcon Platform and which may be more specifically described in an Order, including any updates that may be made available from time to time by CrowdStrike.

1.11 "Falcon Application" shall mean the CrowdStrike device application(s) and API's for the Falcon Platform specified in an Order (e.g., Falcon Host), including any updates that may be made available from time to time by CrowdStrike.

1.12 "Falcon Intelligence" shall mean the Falcon Intelligence product described in your Order and may include one or more of the following: (i) the CrowdStrike web portal that makes available strategic and technical reports ("Reports"), (ii) intelligence signatures/indicator data (which may be provided via an API), (iii) threat actor profiles (via an API or portal), and (iv) malware identification upon your submission, and any updates to the foregoing that may be made available from time to time by CrowdStrike.

1.14 "Internal Use" shall mean uses intended only to serve your information or operational needs (as distinguished from the needs of your business or government partners, suppliers, customers and affiliates (unless Affiliates are otherwise expressly allowed in these Terms and Conditions or an Order)), not to be used directly or indirectly to develop a substitute or competing product and, unless expressly stated otherwise in this Agreement, only to be seen by your officers and employees obligated to treat the Products as CrowdStrike confidential.

1.15 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.16 "Limited External Audience Use" shall mean: (i) sharing with third parties who are not CrowdStrike Competitors and who are subject to an express obligation of confidentiality which would include or is regarding the shared information, and (ii) requires that the information not be accessible by, or distributed to, the general public.

1.17 "Order" shall mean: any and all delivery, task, purchase or other orders placed by a prime contractor for the Products with a reference to the CrowdStrike quote/order number and date..

1.18 "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

1.19 "Products" shall mean one or more of: the Falcon Applications, Falcon Intelligence, Falcon DNS, and/or the Falcon Platform as specified on your Order and to the extent expressly stated in a Statement of Work, the CrowdStrike Tools, and any applicable Documentation and all Intellectual Property Rights therein.

1.20 "Product Related Services" shall mean: (i) services provided through the CrowdStrike Operations Center, and/or (ii) technical support for the Products, either as listed or described in an Order and that typically accompany a Product.

1.21 "Professional Services" means consulting services as more fully described in a Statement of Work, for example, incident response, investigation and forensic services related to cyber security adversaries, tabletop exercises and next generation penetration tests related to cyber security.

1.22 "Reseller" shall mean a CrowdStrike designated reseller.

1.23 "Services" shall mean Professional Services and/or Product Related Services.

1.24 "Statement of Work" or "SOW" shall mean a mutually agreed upon and fully executed document describing the Professional Services, deliverables, fees, and expenses related thereto.

1.25 "Threat Actor Data" shall mean the malicious code, URL's, malware, commands, techniques, or other information of unauthorized third parties either provided by you to CrowdStrike or collected or discovered during the course of providing the Products and Services and does not identify you.

1.26 "You" or "Your" ("you" or "your") shall mean the Customer identified above.

2. CONTROLLING AGREEMENT.

2.1 This Agreement. These Terms and Conditions and the Order(s) (if any) are the entire agreement (this "Agreement") between you and CrowdStrike regarding the Products and Services. This Agreement supersedes all agreements, understandings, and communications, whether written or oral between you and CrowdStrike unless an officer of CrowdStrike executes such agreement. In such event, that agreement shall only supersede this Agreement to the extent such agreement conflicts with this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms and Conditions. Nothing in this Agreement modifies any terms and conditions between you and any prime contractor under which the Products and Services were ordered.

2.2 Orders and Taxes. Unless you are participating in a free beta test, evaluation, or demonstration, you or a Reseller must provide CrowdStrike with an Order as a condition to receiving the Products and Services that you ordered. The term of your Product license or Services is stated in the Order or as otherwise mutually agreed. Except as expressly provided in this Agreement or in the Reseller's prime contract, all Orders are non-cancellable. In the event of a permitted termination or cancellation all fees and other amounts you paid to CrowdStrike are non-refundable by CrowdStrike.

2.3 Your Forms. As between you and CrowdStrike, any terms and conditions in your purchase order, request for proposal or quotation, or a response to those documents are superseded by these Terms and Conditions. If a Reseller accepts your purchase order, the Reseller will be responsible for compliance with the terms of such purchase order. Except as set forth in a separate agreement with the Reseller, CrowdStrike is not accepting any terms and conditions from the prime contract or purchase order issued thereunder, In the event of any conflict between these Terms and Conditions and your purchase order, these Terms and Conditions shall prevail with respect to you and CrowdStrike. Nothing in this Agreement modifies your prime contract with Reseller.

2.4 Reseller Forms. A Reseller may place an Order with CrowdStrike and resell the Products or Services to you. Any Order from a Reseller is subject to these Terms and Conditions and they are passed on to you. CrowdStrike is not obligated under any Reseller's agreement with you unless an officer of CrowdStrike executes the agreement.

2.5 Third Party Agreements. Certain third party services, software or hardware (for example, Internet service and computers) will be necessary or desirable to access and utilize the Products and Services from your chosen location. You are responsible for obtaining and maintaining these services, software and hardware and abiding by the third party agreements. CrowdStrike shall not be responsible or liable in the event services, software or hardware provided by third parties limits or prohibits access or utilization of the Products or Services.

3. LICENSE GRANT.

3.1 Limited License. This Section 3.1 and each of its subsections only apply to the extent you are using the specific Product identified below. The Products are licensed, not sold and subject to this Agreement. Subject to the terms of this Agreement, CrowdStrike grants you a non-exclusive, non-transferable (except as provided in the Section entitled *Assignment*), non-sublicensable license to use the Products as set forth below:

3.1.1 Falcon Platform and Applications. During evaluation or after purchase, you may use the Falcon Platform and Falcon Applications for Internal Use for the mutually agreed upon period. You may simultaneously install and run multiple copies of the Falcon Applications up to the number of licensed devices: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. After purchase, your Authorized Subcontractors may use the Falcon Platform and Falcon Applications on your devices solely for your benefit and subject to these Terms and Conditions.

3.1.2 Falcon DNS. During evaluation or after purchase, you may use Falcon DNS for Internal Use up to the number of serviced devices for the mutually agreed upon period: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. Due to the hierarchical nature of the global DNS system, CrowdStrike shall not be responsible for upstream server blocks or failures outside CrowdStrike's control or influence.

3.1.3 Falcon Intelligence. During an evaluation, for Internal Use only for the mutually agreed upon period. After purchase, you may for the period of time mutually agreed upon use: (i) Falcon Intelligence for your Internal Use, and (ii) Falcon Intelligence Reports for Limited External Audience Use subject to the next sentence. The use under (i) and (ii) includes the right to quote or paraphrase individual sentences or occasional paragraphs from Reports (not to exceed 1500 characters in total from any individual Report) in your works for Internal Use or for Limited External Audience Use so long as CrowdStrike is given prominent attribution ("Copyright CrowdStrike, Inc. _____ [year]") as the author of the content that is shared.

3.1.4 Falcon Malware Search. Malware Search is a large scale system capable of indexing large collections of malware samples with byte granularity in a file-type agnostic manner. Malware Search is limited to the number of searches per month indicated in your Order.

3.1.5 CrowdStrike Tools. During a Professional Services engagement, CrowdStrike may provide you with one or more of the CrowdStrike Tools as specified in the applicable Statement of Work. During such time, you and your Affiliates may use the CrowdStrike Tools for Internal Use to the extent provided for in the Statement of Work.

3.2 Restrictions. You may not access or use the Products: (i) if you are a CrowdStrike Competitor or on behalf of a CrowdStrike Competitor, or (ii) to perform any competitive analysis on the Products. You shall not (a) alter, publicly display, translate, create derivative works of or otherwise modify the Products; (b) sublicense, distribute or otherwise transfer the Products to any third party (except as expressly provided in the Section entitled *Assignment* and *Limited License*); (c) allow third parties to access or use the Products (except as expressly provided for in the Section entitled *Limited License*); (d) create public Internet "links" to the Products or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Products, circumvent their functions, or attempt to gain unauthorized access to the Products or their related systems or networks; or (f) use the Products to circumvent the security of another party's network/information. You agree to use the Products in accordance with applicable laws, rules and regulations (collectively, "Laws") and acknowledge that you are solely responsible for determining whether a particular use of the Products is compliant with such Laws.

3.3 Installation and User Accounts. You are responsible for installing the Falcon Applications unless you purchase installation services from CrowdStrike or a CrowdStrike approved third party pursuant to a separate agreement. You are responsible for all activity occurring under your user accounts for the Products; including the acts or omissions of your Authorized Subcontractors. You shall notify CrowdStrike if you learn of any unauthorized use of a user account or password.

3.4 Third Party Software. CrowdStrike uses certain third party software in its Products and Services, including what is commonly referred to as open source software..

4. SERVICES.

4.1 Professional Services. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time and material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the Order. Professional Services hours prepaid under a retainer must be used within one year from the date of the Order. Additional blocks of hours purchased under the retainer will expire one year from the date of the corresponding Order for additional hours.

4.2 Product Related Services. Product Related Services as listed or described in an Order may accompany certain Products for the term agreed to in the Order. You understand and agree that Product Related Services provided on a 24x7 basis may be provided by CrowdStrike personnel located in a country other than your country of origin.

4.3 Work Product. The Services do not constitute works for hire. You agree that relative to you, CrowdStrike exclusively owns any and all object code, source code, flow charts, documentation, adversary information, report templates, know-how, techniques, CrowdStrike trademarks, ideas and any and all works and other materials developed hereunder excluding any of your Confidential Information (collectively, the "Work Product") and that title thereto shall remain with CrowdStrike. All Intellectual Property Rights in the Work Product are and shall remain entirely in CrowdStrike. Upon payment in full of the amounts due under the prime contract Order, you shall have a perpetual, non-transferable, non-exclusive license to use any deliverables specified as such in a Professional Services Order for its internal business purposes. Nothing herein shall transfer ownership of any of your Intellectual Property Rights to CrowdStrike.

4.4 Change Orders. Unless otherwise stated in the Order, any change to the scope of Services effecting price, payment terms or delivery dates will be agreed upon in writing by both parties in advance of the change, and documented as an amendment to the applicable Order. An extension or addition of hours to an Order with time and materials Services may be approved by an email from your technical contact.

5. DATA COLLECTION AND USE.

5.1 Falcon Applications and Platform. The Falcon Platform uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. The Falcon Application(s) and the Falcon Platform detect and track hackers by collecting and analyzing data that includes, but is not limited to, systems files, log files; dll files; login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Subject to the Section entitled *Confidentiality*, CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, and to analyze trends and to optimize the functionality of CrowdStrike's products and services. While using the Falcon Platform and Falcon Applications you may have the option to upload (by submission, configuration, and/or by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.2 Falcon Intelligence. While using Falcon Intelligence you have the option to upload files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.3 Personal Data. Personal Data may be collected and used during the provisioning and use of the Products and Services but solely in accordance with your instructions which includes carrying out and administering this Agreement and the parties' business relationship. CrowdStrike will maintain appropriate technical and organizational security measures commensurate with the sensitivity of the Personal Data processed by it on your behalf that are designed to protect such Personal Data against unauthorized or unlawful use. You confirm that you have obtained all necessary consents and authorizations for the lawful processing of Personal Data by CrowdStrike, before passing Personal Data to CrowdStrike. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement. CrowdStrike complies with the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries. In addition, CrowdStrike complies with the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland.

5.4 Updates and Feedback. CrowdStrike provides automatic updates to its Products and Services, which remain subject to this Agreement. CrowdStrike may collect information regarding the use of its web portals to analyze trends, secure, operate and improve its products and services. Any feedback or suggestions that you provide to CrowdStrike regarding its products and services will be treated by CrowdStrike as non-proprietary to you, and may be used by CrowdStrike for any purpose

without acknowledgement or compensation; provided, you will not be identified publicly as the source of the feedback or suggestion.

6. CONFIDENTIALITY.

6.1 Definitions. In connection with this Agreement, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality; (v) Threat Actor Data; and (vi) Execution Profile/Metric Data.

6.2 Restrictions on Use. Except as allowed in the Section entitled *Exceptions*, Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and contractors, including without limitation, counsel, accountants and advisors (collectively, "Representatives"), its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than: (i) to carry out the terms of this Agreement, (ii) as set forth in this Agreement, including but not limited to the Section entitled *Data Collection and Use* and (iii) to further the parties' business relationship. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of this provision that it becomes aware, and in any event, shall be responsible for any breach of this provision by any of its Affiliates, Representatives or Affiliates' Representatives.

6.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit or inquiry, or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure. You understand and agree that CrowdStrike may make these Terms and Conditions publicly available without identifying any party who has agreed to them. Orders are the Confidential Information of both parties. Notwithstanding the foregoing exceptions for law, regulation and other regulatory requirements, the Confidential Information is exempt from release under the Freedom of Information Act, 5 USC §552(b)(4) and is protected under the Federal Trade Secrets Act, 18 USC §1905 and is not disclosable.

6.4 Return or Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to either return or destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (b) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. If Recipient elects to destroy Discloser's Confidential Information (subject to any retention rights provided in this Agreement), Discloser may request that Recipient provide it with written confirmation of destruction in compliance with this provision.

6.5 Equitable Relief. Each party acknowledges that a breach of this Section (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that, unless prohibited by Federal procurement law, those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

7. YOUR REPRESENTATIONS.

7.1 Cooperation and Consent. You shall provide all requested information, access and full, good faith cooperation reasonably necessary to facilitate the Services or Product delivery. If you fail or delay in your performance of any of the foregoing, CrowdStrike shall be relieved of its obligations hereunder to the extent such obligations are dependent on such

performance. You represent and warrant that: (i) it owns/leases and controls, directly or indirectly, all of the premises, software and computer systems ("Facilities") that will be accessed to provide the Products and Services, or that all such Facilities are provided for your use by a third party, (ii) you have authorized CrowdStrike to access such Facilities to perform under this Agreement, (iii) you have full power and authority to engage and direct CrowdStrike to access such Facilities and to conduct the Services and Products, and (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to your Facilities) are required in connection with CrowdStrike's performance under this Agreement.

8. LIMITED WARRANTY.

8.1 No Warranty for Free Usage. If the Products and Services are provided to you at no cost, the Products and Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Products or Services provided in a beta form are experimental and shall not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Products or Services.

8.2 Warranty for Paid Users. If you have paid the applicable fee for the Products and/or Services, CrowdStrike warrants to you and for your sole benefit that, subject to the Section entitled *Exclusions*: (i) the Products when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially without Error; (ii) that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your devices where the Products are installed; and (iii) that it will perform the Services in a professional manner consistent with industry standards.

8.3 Exclusions. There is no warranty of any kind for the Malware Search Product. Your access to and use of the Malware Search Product is at your own risk. You understand and agree that the Malware Search Product is provided to you on an "AS IS" and "AS AVAILABLE" basis. In addition, CrowdStrike will have no obligation to correct, and CrowdStrike makes no warranty with respect to, Errors caused by: (a) improper installation of the Products; (b) changes that you have made to the Products; (c) use of the Products in a manner inconsistent with the Documentation; (d) any part or feature of the Products in a beta or test phase. If any part of the Products references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided either for its intelligence value or as a convenience only. CrowdStrike has no responsibility for third party content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located within them. CrowdStrike does not endorse any third party services, products or content.

8.4 Remedy for Errors. For Errors reported to CrowdStrike during the period of your paid subscription, your exclusive remedy and CrowdStrike's sole liability for breach of this warranty is that CrowdStrike shall, at its own expense do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your access to the Products and refund the pre-paid fee paid to CrowdStrike prorated for the remainder of your then current subscription term. CrowdStrike shall have no obligation regarding Errors reported, or returns made, after the subscription term.

8.5 Remedy for Deficient Services. If during the period the Services are being performed or within 30 days after the conclusion of the Services (the "Warranty Period"), you provide CrowdStrike written notice of a non-conformity with the warranty, CrowdStrike shall use commercially reasonable efforts to correct and re-perform the Services in a manner that does conform to the warranty. Notwithstanding any other exclusions or limitation of damages included in this Agreement, in the event of any claim by you regarding the Services, your exclusive remedy, and CrowdStrike's total liability, shall be the re-performance of the Services. If CrowdStrike fails to re-perform the Services as warranted, your exclusive remedy shall be the fees paid to CrowdStrike for the deficient Services.

8.6 No Guarantee. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE OR DISCOVER ALL OF YOUR SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

8.7 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN THE SECTION ENTITLED LIMITED WARRANTY, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

8.8 DISCLAIMER FOR MALWARE SEARCH. CROWDSTRIKE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR ACCESS TO OR USE OF THE MALWARE SEARCH PRODUCT OR ANY THIRD PARTY CONTENT OR WEBSITES.

9. INFRINGEMENT INDEMNIFICATION.

9.1 CrowdStrike's Obligation. Subject to the Sections entitled *Conditions* and *Exclusions*, if a third party makes a claim against you alleging that the Products or Services infringe any U.S. patent or copyright registered or issued as of the start date of your subscription, CrowdStrike shall: (a) pay all reasonable costs to defend you; and (b) pay any damages assessed against you in a final judgment by a court of competent jurisdiction or any settlement that CrowdStrike has agreed upon with such third party.

9.2 Conditions. CrowdStrike shall be obligated to pay these costs only if you: (a) notify CrowdStrike promptly in writing of any such claim; (b) give CrowdStrike full information and assistance in settling and/or defending the claim; and (c) except as prohibited by 28 USC §516, give CrowdStrike full authority and control of the defense and settlement of any such claim. You may also participate in the defense at your own expense.

9.3 Exclusions. CrowdStrike shall not be liable for: (a) any costs or expenses incurred by you without CrowdStrike's prior written authorization; (b) any use of the Products or Services not in accordance with this Agreement or the Documentation; (c) for any claim based on the use or a combination of the Products or Services with any other process, software, firmware, hardware or data not provided or approved by CrowdStrike; (d) use of any version of the Products or Services other than the most current version made available to you; or (e) any alterations or modification of the Products or Services by any person other than CrowdStrike or its authorized agents.

9.4. Remedy. In the event CrowdStrike is required, or in CrowdStrike's sole opinion is likely to be required, to indemnify you under the Section entitled *CrowdStrike's Obligation*, CrowdStrike shall do one of the following: (a) obtain the right for you to continue using the Products or Services; (b) replace or modify the Products or Services with a functional equivalent that is non-infringing; or (c) terminate the subscription to the Products or Services and this Agreement and refund any fee CrowdStrike received, prorated over the remainder of the then current subscription term.

9.5 Exclusive Remedy. THE PROVISIONS OF THIS SECTION (*INFRINGEMENT INDEMNIFICATION*) SET FORTH CROWDSTRIKE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, CROWDSTRIKE AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: CROWDSTRIKE AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, FOR LOSS OF PRIVACY, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF CROWDSTRIKE KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWDSTRIKE'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU PAID FOR THE PRODUCT(S) OR SERVICE(S) AT ISSUE REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF YOUR EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CROWDSTRIKE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

THE PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE PRODUCTS OR SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

11. EXPORT RESTRICTIONS. You acknowledge that the Products and Services are subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Products or Services or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders (Denied Persons List) or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products and Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

12. U.S. GOVERNMENT END USERS. The Products and Services are "commercial items" as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), CrowdStrike provides the Products and Services, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with CrowdStrike to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written and signed addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Products and Services and stop any use of, and return or destroy, the Products and Services and any other software or technical data delivered as part of the Products and Services to CrowdStrike. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13. TERMINATION.

13.1 Termination. If you are using the Products and Services pursuant to a beta test, evaluation or demonstration, the term of this Agreement and the duration of your use shall be in CrowdStrike's sole discretion with the understanding that you can stop using the Products and Services at any time. If you violate this Agreement or fail to pay CrowdStrike on time, in addition to all other rights and remedies that CrowdStrike may have at law or in equity, CrowdStrike may, without terminating this Agreement, and in its sole discretion and without further notice to you, suspend your access to the Products and Services. Either one of us may terminate this Agreement if the other party breaches a material obligation under this Agreement and such party does not dispute that the breach occurred and such breach continues uncured or, without a mutually agreed plan for a cure, for a period of thirty (30) days after written notice to the breaching party. Upon termination of this Agreement for any reason: (a) all license rights granted in this Agreement will immediately terminate and your access to the Products and Services will end, and (b) you must promptly stop all use of the Products and Services. Any disputed breach will be subject to the Contract Disputes Act.

13.2 Survival. The Sections entitled *Controlling Agreement*, *Restrictions*, *Data Collection and Use*, *Confidentiality*, *Your Representations and Indemnification*, *Limited Warranty*, *Limitation of Liability*, *Termination*, *Survival*, *Assignment, Relationship*, *Governing Law and Venue*, *Equitable Relief* and *Severability* shall survive the expiration or termination of this Agreement.

14. GENERAL.

14.1 Assignment. You may not assign or transfer this Agreement without the prior written consent of CrowdStrike;. You shall provide written notice to CrowdStrike of any such assignment upon consummation of the assignment. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the requirements of FAR 42.12, at any time, CrowdStrike may assign its rights or delegate its obligations under this Agreement without notice or consent.

14.2 Relationship. The parties are independent contractors under this Agreement, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties. Nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) create a principal-agent or employer-employee relationship, or (iii) give either party the authority to bind the other party to any contract with a third party.

14.3 Subcontractors. Unless otherwise specified in a Statement of Work, we may use third party subcontractors and/or our Affiliates in the performance of this Agreement. CrowdStrike shall be responsible for its subcontractors and Affiliates complying with this Agreement.

14.4 Governing Law and Venue. The laws of the United States govern this Agreement if between a U.S. Government agency and CrowdStrike. If there is no applicable U.S. Federal law, the laws of the State of California govern this Agreement. For all other Customers, the laws of the State of California govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Except if the Customer is a U.S. Federal agency, any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal or state court seated in Orange County, California, and in no other venue. Except if the Customer is a U.S. Federal agency, each party irrevocably consents to the personal jurisdiction and venue in, and agrees to service of process issued by, any such court. Notwithstanding the foregoing, CrowdStrike reserves the right to file a suit or action in any court of competent jurisdiction as CrowdStrike deems necessary to protect its intellectual property and proprietary rights and to recoup any unpaid fees.

14.5 Equitable Relief. You agree that the Products and Services contains CrowdStrike's valuable trade secrets and proprietary information and that any actual or threatened disclosure or misappropriation of such information would constitute immediate, irreparable harm to CrowdStrike for which monetary damages would be an inadequate remedy. Therefore, in addition to any other rights and remedies that may be available to CrowdStrike at law or in equity, any such actual or threatened disclosure may be stopped through injunctive proceedings without the posting of a bond.

14.6 Waivers and Amendments. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by you and CrowdStrike.

14.7 Severability. If any provision of this Agreement is held by a court to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

14.8 Force Majeure and Availability. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. You acknowledge and agree that the Products and Services are subject to downtime for routine and emergency maintenance and no refunds or credits will be provided for such service unavailability.

14.9 Signatures. These Terms and Conditions may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original. Each of the parties below represents and warrants that the signatory is duly authorized to execute and deliver this Agreement and each of CrowdStrike and Customer agrees to be bound hereby.

BY THE SIGNATURES BELOW THESE TERMS AND CONDITIONS ARE AGREED AS OF THE EFFECTIVE DATE:

CROWDSTRIKE SERVICES, INC. **CROWDSTRIKE, INC.**	_____ **(CUSTOMER)**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

File #: 25-415 **Agenda Date:** 7/14/2025

TITLE:

Capital Project Ordinances FY2026 - General County, Union County Public Schools, and Solid Waste

INFORMATION CONTACT:

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

ACTION REQUESTED:

Adopt the following Capital Project Ordinances for FY2026:

General Capital Project Ordinances
CPO 239A - Radio Towers
CPO 306E - DOT Projects
CPO 368B - 2025 Critical Infrastructure Amendment
CPO 382- UPS Infrastructure
CPO 383 - AV Equipment
CPO 385 - Security and Risk
CPO 386 - Annual R&R Funding
CPO 387- Critical Infrastructure
CPO 388 - Public Safety

Union County Public Schools (UCPS) Capital Project Ordinance
CPO 384

Solid Waste Capital Project Ordinance
CPO 353B

PRIOR BOARD ACTIONS:

1) June 16, 2024, Regular Meeting, Agenda Item #25-367 - Adoption of FY 2026 Operating Budget
2) April 14, 2025, Regular Meeting, Agenda Item #25-208 - Presentation of Capital Improvement Plan Budget and Debt Planning

BACKGROUND:

The General County Capital Projects, UCPS Capital Projects, and Solid Waste Capital Projects groups for FY2026 were presented to the board April 14, 2025, and the pay go capital (cash) transfers from operating fund(s) are included in the adopted budget ordinance for FY2026. The projects are funded as follows:

General Capital Projects
UPS Infrastructure Upgrades $50,000

UC Fueling Stations $225,000
Judicial Center Temporary Generator Connections/Gear $95,000
Planning - NC DOT Projects $300,000
Bidirectional Antennas for UCPS $252,000
Audio Visual Equipment $120,000
Radio Towers SW Union -$300,000
Radio Replacements $150,000
VFD Air Packs $312,000
Union EMS Capital $532,918
SPCC $375,900
Facilities Operating Capital $800,000
Facilities R&R $1,250,000
Parks and Recreation R&R $375,000
UCSO R&R $100,000
Security System Upgrades - $415,000
Total Funding $5,052,818

Union County Public Schools (UCPS) Capital Projects
UCPS 5YR Laptop Lease Payments $4,490,753
FY26 UCPS Band Uniforms and Equipment $50,000
FY26 UCPS Building Systems $7,390,375
FY26 UCPS Cafeteria Equipment $250,000
FY26 UCPS Expansion/Renovations $1,577,000
FY26 UCPS Painting $1,298,838
FY26 UCPS Roofing $3,500,000
FY26 UCPS Safety and Security $294,063
FY26 UCPS Transportation/Vehicles/Related Equipment $1,343,000
FY 26 New Town - Chiller Replacements $462,000
FY 26 New Salem - Auditorium Upgrades $145,000
Total Funding $20,801,029

Solid Waste Capital Projects
Landfill Operations Center $1,850,000

FINANCIAL IMPACT:

Funding is included in the FY2026 Adopted Budget for all pay go capital funding (cash funded) projects. Pay go Capital for the County's General CIP and SPCC CIP is $5,052,818 and $1,850,000 for Solid Waste. Funding for UCPS capital includes $607,000 of State Lottery R&R Funds, $563,043 from sales tax reimbursements, $3,310 from unallocated funds from project closures and $19,627,676 from pay go funding.

UNION COUNTY, NORTH CAROLINA
RADIO TOWER/911 INFRASTRUCTURE PROJECTS
CAPITAL PROJECT ORDINANCE #239A

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

RADIO TOWER/911 INFRASTRUCTURE PROJECTS
911 Infrastructure
Radio Towers-SW Union

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property as required, therefore a reduction in the amount of $300,000 is hereby appropriated, resulting in a revised total project cost of $2,220,335.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

GO Bond Proceeds	$ 2,220,335

Section III. The attached CPO #239A chart is incorporated herein showing appropriations to date, reductions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell, Chair
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CPO** REQUESTED BY **Brian Matthews**

FISCAL YEAR **2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from General Fund	-	-	-
GO Bond Proceeds	2,520,335	(300,000)	2,220,335
Total	2,520,335	(300,000)	2,220,335

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Radio Towers	2,520,335	(300,000)	2,220,335
Total	2,520,335	(300,000)	2,220,335

EXPLANATION: Transfer bond proceeds premiums to Bi-Directional Antennas & Radio Replacement projects for FY26. The 911 Infrastructure Project was closed in previous years.

DATE: APPROVED BY:

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
RADIO TOWERS			
IFT from General Fund 40080105-4010	-	-	-
GO Bond Proceeds Premiums 40080105-4717	2,520,335	(300,000)	2,220,335
Total	2,520,335	(300,000)	2,220,335

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Other Equipment 40080105-5550	2,520,335	(300,000)	2,220,335
Total	2,520,335	(300,000)	2,220,335

Prepared By **ga**
Posted By
Date

Number **CPO - 239A**

UNION COUNTY, NORTH CAROLINA
PLANNING & ZONING – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #306E

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

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

NC DOT Projects

including providing capital funding assistance to NC DOT for various construction projects within Union County therefore an additional $300,000 is hereby appropriated for a total project cost of $1,425,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from:	
General Fund	$ 1,425,000

Section III. The attached CPO #306E chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chair,
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
General CIP Fund - Planning & Zoning				**General CIP Fund - Planning & Zoning**			
IFT from General Fund	1,125,000	300,000	1,425,000	NC DOT Projects	1,125,000	300,000	1,425,000
					-	-	-
		-	-				-
							-
Total	1,125,000	300,000	1,425,000	**Total**	1,125,000	300,000	1,425,000

EXPLANATION: Appropriate funding for Planning & Zoning CIP Program for contributions to NC DOT Projects.

DATE: APPROVED BY:

Bd of Comma/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
General CIP Fund - Planning & Zoning				**General CIP Fund - Planning and Zoning**			
NC DOT Projects				**NC DOT Projects**			
IFT from General Fund	1,125,000		1,125,000	Payment to Other Gov't Agencies	1,125,000		1,125,000
40080098-4010				40080098-5630			
NC DOT Projects				**NC DOT Projects**			
IFT from General Fund	-	300,000	300,000	Payment to Other Gov't Agencies	-	300,000	300,000
40080098-4010-52026				40080098-5630-52026			
Total	1,125,000	300,000	1,425,000	Total	1,125,000	300,000	1,425,000

Prepared By **JP**
Posted By
Date

Number **CPO - 306E**

UNION COUNTY, NORTH CAROLINA
FACILITIES CRITICAL INFRASTRUCTURE – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #368B

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

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

Critical Infrastructure:
Progress Building Generator Installation
UC Fueling Stations

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, an addition of $225,000 is hereby appropriated for total project cost of $1,200,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from:	
General Fund	$1,200,000

Section III. The attached CPO #368B chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell, Chair
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from General Fund	975,000	225,000	1,200,000
			-
			-
Total	975,000	225,000	1,200,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Progress Building Generator Installation	525,000	-	525,000
UC Fueling Stations	450,000	225,000	675,000
		-	-
Total	975,000	225,000	1,200,000

EXPLANATION: Critical Infrastructure FY 2025, to increase funding for the UC Fueling Stations project.

DATE: APPROVED BY:

BOCC/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Progress Building Generator Installation			
IFT From General Fund	525,000	-	525,000
40080209-4010			
UC Fueling Stations			
IFT From General Fund	450,000	225,000	675,000
40080210-4010			
Total	975,000	225,000	1,200,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Progress Building Generator Installation			
Building & Improvements	525,000	-	525,000
40080209-5580			
UC Fueling Stations			
Other Equipment	450,000	225,000	675,000
40080210-5550			
Total	975,000	225,000	1,200,000

Prepared By **ga**
Posted By
Date

Number **CPO-368B**

UNION COUNTY, NORTH CAROLINA
Major Capital – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #382

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

IT Infrastructure & Enhance – UPS Infrastructure Upgrades

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $50,000 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available until completion of these projects to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from General Fund	$50,000

Section III. The attached CPO #382 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell,
Chair,
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 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
IFT From General Fund	-	50,000	50,000	UPS Infrastructure Upgrades	-	50,000	50,000
	-	-	-				-
Total	-	50,000	50,000	Total	-	50,000	50,000

EXPLANATION: UPS Infrastructure Upgrades for FY 2026

DATE: 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
IFT From General Fund **40080168-4010-52026**	-	50,000	50,000	**40080168-5550-52026**	-	50,000	50,000
Total	-	50,000	50,000	Total	-	50,000	50,000

Prepared By **MG**
Posted By
Date

Number **CPO - 382**

UNION COUNTY, NORTH CAROLINA
Major Capital – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #383

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

IT Infrastructure & Enhance – Audio Visual Equipment

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $120,000 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available until completion of these projects to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from General Fund	$120,000

Section III. The attached CPO #383 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chair,
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 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
IFT From General Fund	-	120,000	120,000	Audio Visual Equipment		120,000	120,000
	-	-	-				-
Total	-	120,000	120,000	Total	-	120,000	120,000

EXPLANATION: Audio Visual Equipment for FY 2026

DATE: 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
IFT From General Fund **40080228-4010-52026**	-	120,000	120,000	**40080228-5510-52026**	-	120,000	120,000
Total	-	120,000	120,000	Total	-	120,000	120,000

Prepared By **MG**
Posted By
Date

Number **CPO - 383**

UNION COUNTY, NORTH CAROLINA
ANNUAL OPERATING R&R – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #385

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Security & Risk System Upgrades

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $415,000 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from:	
General Fund	$ 415,000

Section III. The attached CPO #385 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Mathews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from General Fund	-	415,000	415,000	Security & Risk System Upgrades	-	415,000	415,000
			-				
			-			-	-
Total	-	415,000	415,000	Total	-	415,000	415,000

EXPLANATION: Security & Risk System Upgrades FY 2026

DATE: APPROVED BY:

BOCC/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
Security System Upgrades				**Security System Upgrades**			
IFT from General Fund		415,000	415,000	Building & Improvements	-	415,000	415,000
40080192-4010-52026				40080192-5580-52026			
Total	-	415,000	415,000	Total	-	415,000	415,000

Prepared By **MN**
Posted By
Date

Number **CPO - 385**

UNION COUNTY, NORTH CAROLINA
ANNUAL OPERATING R&R – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #386

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Annual Operating R&R Projects
Facilities Operating Capital
Facilities Replacement & Renewal
UCSO Replacement & Renewal
Parks and Rec Replacement & Renewal
SPCC Maintenance
SPCC Technology
SPCC HVAC, Security, Other

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $2,900,900 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from:	
General Fund	$ 2,900,900

Section III. The attached CPO #386 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Mathews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from General Fund	-	2,900,900	2,900,900
			-
			-
Total	-	2,900,900	2,900,900

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
R&R projects for General Capital	-	2,525,000	2,525,000
R&R projects for SPCC	-	375,900	375,900
		-	-
Total	-	2,900,900	2,900,900

EXPLANATION: Annual Operating R&R projects FY 2025

DATE: APPROVED BY:

BOCC/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Facilities Operating Capital			
IFT from General Fund		800,000	800,000
40080131-4010-52026			
Facilities Replacement & Renewal			
IFT from General Fund		1,250,000	1,250,000
40080069-4010-52026			
UCSO Replacement & Renewal			
IFT from General Fund		100,000	100,000
40080135-4010-52026			
Parks and Rec Replacement & Renewal			
IFT from General Fund		375,000	375,000
40080134-4010-52026			
SPCC Maintenance			
IFT from General Fund		115,000	115,000
40080067-4010-52026			
SPCC Technology			
IFT from General Fund		175,900	175,900
40080076-4010-52026			
SPCC HVAC, Security, Other			
IFT from General Fund		85,000	85,000
40080077-4010-52026			
Total	-	2,900,900	2,900,900

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Facilities Operating Capital			
Building & Improvements	-	800,000	800,000
40080131-5580-52026			
Facilities Replacement & Renewal			-
Building & Improvements	-	1,250,000	1,250,000
40080069-5580-52026			
UCSO Replacement & Renewal			
Building & Improvements	-	100,000	100,000
40080135-5580-52026			
Parks and Rec Replacement & Renewal			
Building & Improvements	-	375,000	375,000
40080134-5580-52026			
SPCC Maintenance			-
Payment to Other Gov't Agencies	-	115,000	115,000
40080067-5630-52026			
SPCC Technology			
Payment to Other Gov't Agencies	-	175,900	175,900
40080076-5630-52026			
SPCC HVAC, Security, Other			
Payment to Other Gov't Agencies	-	85,000	85,000
40080077-5630-52026			
Total	-	2,900,900	2,900,900

Prepared By **MN**
Posted By
Date

Number **CPO - 386**

UNION COUNTY, NORTH CAROLINA
FACILITIES CRITICAL INFRASTRUCTURE – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #387

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

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

Critical Infrastructure:
Judicial Center Temp Generator Connections/Gear

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $95,000 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from:	
General Fund	$95,000

Section III. The attached CPO #387 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____	_____
Lynn G. West,	Melissa Merrell, Chair
Clerk to the Board	Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from General Fund	-	95,000	95,000
			-
			-
Total	-	95,000	95,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
General Fund Critical Infrastructure Needs	-	95,000	95,000
		-	-
Total	-	95,000	95,000

EXPLANATION: Critical Infrastructure FY 2026

DATE: APPROVED BY:

BOCC/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Judicial Center Temp Generator Connections/Gear			
IFT From General Fund	-	95,000	95,000
40080229-4010			
Total	-	95,000	95,000

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Judicial Center Temp Generator Connections/Gear			
Building & Improvements	-	95,000	95,000
40080229-5580			
Total	-	95,000	95,000

Prepared By **ga**
Posted By
Date

Number **CPO-387**

UNION COUNTY, NORTH CAROLINA
PUBLIC SAFETY PROJECTS – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #388

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

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

Public Safety:
Bi-Directional Antennas at UCPS
Radio Replacements
Union EMS Capital FY 2026
VFD Air Packs FY 2026

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $1,246,918 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from General Fund	$ 946,918
GO Bond Proceeds	$ 300,000

Section III. The attached CPO #388 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell, Chair
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from General Fund	-	946,918	946,918	Public Safety Capital Projects	-	1,246,918	1,246,918
GO Bond Proceeds	-	300,000	300,000				
			-			-	-
Total	-	1,246,918	1,246,918	Total	-	1,246,918	1,246,918

EXPLANATION: Public Safety Capital Projects FY 2026

DATE: APPROVED BY:

BOCC/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
Bi-Directional Antennas at UCPS				**Bi-Directional Antennas at UCPS**			
GO Bond Proceeds	-	252,000	252,000	Other Equipment	-	252,000	252,000
40080224-4717				40080224-5550			
Radio Replacement and Maintenance				**Radio Replacement and Maintenance**			
IFT From General Fund	-	102,000	102,000	Other Equipment	-	150,000	150,000
40080157-4010-52026				40080157-5550-52026			
GO Bond Proceeds	-	48,000	48,000				
40080157-4717-52026							
Union EMS Capital FY 2026				**Union EMS Capital FY 2026**			
IFT From General Fund	-	532,918	532,918	Payments to Outside Agencies	-	532,918	532,918
40080193-4010-52026				40080193-5699-52026			
VFD Air Packs FY 2026				**VFD Air Packs FY 2026**			
IFT From General Fund	-	312,000	312,000	Payments to Outside Agencies	-	312,000	312,000
40080164-4010-52026				40080164-5699-52026			
Total	-	1,246,918	1,246,918	Total	-	1,246,918	1,246,918

Prepared By **ga**
Posted By
Date

Number **CPO-388**

UNION COUNTY, NORTH CAROLINA
UCPS Capital – FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #384

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

UCPS Capital;
- Laptop Lease Payments
- Band Uniforms and Equipment
- Building Systems, Landscaping Equipment and Vehicles
- Cafeteria Equipment – Replacement
- Expansions and Renovations
- Painting
- Roofing
- Safety and Security
- Transportation/Vehicles/Related Equipment
- New Town - Chiller Replacement
- New Salem - Auditorium Upgrades
- Landscaping Equip/Vehicles

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, $20,801,029 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available until completion of these projects to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from General Fund	$ 19,630,986
Misc. Revenue – Sales Tax Refund	$ 563,043
State Public Schools Building R&R Funds	$ 607,000

Section III. The attached CPO #384 chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell, Chair
Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **UCPS CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT From General Fund	-	19,630,986	19,630,986
Misc. Revenue - Sales Tax Refund	-	563,043	563,043
State Public Schools Buildings R&R Fund	-	607,000	607,000
Total	-	20,801,029	20,801,029

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
UCPS Capital	-	20,801,029	20,801,029
Total	-	20,801,029	20,801,029

EXPLANATION: UCPS Capital Needs FY 2026

DATE: APPROVED BY:

Bd of Comma/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
UCPS 5YR Laptop Lease Pmt			
IFT From General Fund	-	4,490,753	4,490,753
40182316-4010-52026			
FY 2026 UCPS Band Uniforms and Equipment			
IFT From General Fund	-	50,000	50,000
40182379-4010			
FY 2026 UCPS Building Systems			
IFT From General Fund	-	6,827,332	6,827,332
40182380-4010			
Misc. Revenue - Sales Tax Refund	-	563,043	563,043
40182380-4845			
FY 2026 UCPS Cafeteria Equip - Replacement			
IFT From General Fund	-	250,000	250,000
40182381-4010			
FY 2026 UCPS Expansion and Renovations			
IFT From General Fund	-	1,577,000	1,577,000
40182382-4010			
FY 2026 UCPS Painting			
IFT From General Fund	-	1,298,838	1,298,838
40182383-4010			
FY 2026 UCPS Roofing			
IFT From General Fund	-	3,500,000	3,500,000
40182384-4010			
FY 2026 Safety and Security			
IFT From General Fund	-	294,063	294,063
40182385-4010			
FY 2026 Transportation/Vehicles/Related			
IFT From General Fund	-	560,000	560,000
40182386-4010			
FY 2026 New Town - Chiller Replacement			
Lottery R&R Funds	-	462,000	462,000
40182387-4256			
FY 2026 New Salem - Auditorium Upgrades			
Lottery R&R Funds	-	145,000	145,000
40182388-4256			
FY 2026 UCPS Landscaping Equip/Vehicles			
IFT From General Fund	-	783,000	783,000
40182389-4010			
Total	-	20,801,029	20,801,029

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
UCPS 5YR Laptop Lease Pmt			
Payments to Other Gov'ts	-	4,490,753	4,490,753
40182316-5630-52026			
FY 2026 UCPS Band Uniforms and Equipment			
Payments to Other Gov'ts	-	50,000	50,000
40182379-5630			
FY 2026 UCPS Building Systems			
Payments to Other Gov'ts	-	7,390,375	7,390,375
40182380-5630			
FY 2026 UCPS Cafeteria Equip - Replacement			
Payments to Other Gov'ts	-	250,000	250,000
40182381-5630			
FY 2026 UCPS Expansion and Renovations			
Payments to Other Gov'ts	-	1,577,000	1,577,000
40182382-5630			
FY 2026 UCPS Painting			
Payments to Other Gov'ts	-	1,298,838	1,298,838
40182383-5630			
FY 2026 UCPS Roofing			
Payments to Other Gov'ts	-	3,500,000	3,500,000
40182384-5630			
FY 2026 Safety and Security			
Payments to Other Gov'ts	-	294,063	294,063
40182385-5630			
FY 2026 Transportation/Vehicles/Related			
Payments to Other Gov'ts	-	560,000	560,000
40182386-5630			
FY 2026 New Town - Chiller Replacement			
Payments to Other Gov'ts	-	462,000	462,000
40182387-5630			
FY 2026 New Salem - Auditorium Upgrades			
Payments to Other Gov'ts	-	145,000	145,000
40182388-5630			
FY 2026 UCPS Landscaping Equip/Vehicles			
Payments to Other Gov'ts	-	783,000	783,000
40182389-5630			
Total	-	20,801,029	20,801,029

Prepared By **JBH**
Posted By
Date

Number **CPO - 384**

UNION COUNTY, NORTH CAROLINA
SOLID WASTE FISCAL YEAR 2025-2026
CAPITAL PROJECT ORDINANCE #353B

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

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

Landfill Operations Center

including the expansion of previous facilities, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property or improvements to real property required therefore an additional $1,850,000 is hereby appropriated for a total project cost of $3,500,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Interfund Transfer from:	
Solid Waste Operating Fund	$ 3,500,000

Section III. The attached CPO #353B chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **Solid Waste CIP Fund** REQUESTED BY **Brian Matthews**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
IFT from Solid Waste Operating Fund	1,650,000	1,850,000	3,500,000	Landfill Operations Center	1,650,000	1,850,000	3,500,000
			-			-	-
			-				
Total	1,650,000	1,850,000	3,500,000	Total	1,650,000	1,850,000	3,500,000

EXPLANATION: Solid Waste Capital Projects FY 2026

DATE: APPROVED BY:

BOCC/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
Landfill Operations Center				**Landfill Operations Center**			
IFT From Solid Waste Operating Fund	1,500,000	1,850,000	3,350,000	Building & Improvements	1,500,000	(1,500,000)	-
61287004-4066				61287004-5595			
MSW Transfer Station Expansion				**MSW Transfer Station Expansion**			
IFT From Solid Waste Operating Fund	150,000	-	150,000	Land and Improvements	150,000	-	150,000
61287006-4066				61287006-5570			
				Landfill Operations Center			
				Building & Improvements	-	3,350,000	3,350,000
				61287004-5580			
Total	1,650,000	1,850,000	3,500,000	Total	1,650,000	1,850,000	3,500,000

Prepared By **JP**
Posted By
Date

Number **CPO-353B**

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

File #: 25-393 **Agenda Date:** 7/14/2025

TITLE:

Petition for Annexation and Rezoning

INFORMATION CONTACT:

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

ACTION REQUESTED:

Authorize the County Manager to 1) sign the petition of annexation into the Town of Wingate and 2) sign and submit the application for rezoning.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County purchased approximately 27 acres of land in Wingate for the purposes of economic development. Parcels 09015013E and 09015013 are located in the Town of Wingate's extraterritorial jurisdiction (ETJ) and are currently zoned RA-40. To make the highest and best use of this property, we are seeking to annex and rezone these parcels to a Light Industrial designation.

FINANCIAL IMPACT:

None.

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

File #: 25-413 **Agenda Date:** 7/14/2025

TITLE:

Authorize FY2026 Expenditures for Autopsy Services

INFORMATION CONTACT:

Stephanie Dudley, South Piedmont Regional Autopsy Center, Business Manager, 704-292-2668

ACTION REQUESTED:

Authorize FY2026 expenditures for 500 autopsies.

PRIOR BOARD ACTIONS:

April 7, 2025, Regular Meeting, Agenda Item # 25-205 - Authorized continued expenditures for an additional 50 autopsies.

BACKGROUND:

The County currently contracts with Medical Investigation Services, PLLC, to perform medical examiner autopsies for and operate the daily functions of the South Piedmont Regional Autopsy Center (SPRAC). This authorization provides funding to continue these services for FY2026. The County anticipates that Medical Investigation Services, PLLC, will conduct 500 autopsies for a total of $1,500,000 ($3,000 per autopsy) in FY2026. Medical Investigation Services, PLLC, provides access to a team of three board-certified forensic pathologists and two forensic autopsy technicians. The contracted fee of $3,000 per autopsy is disbursed in two parts: $1,500 upon completion of the autopsy, and $1,500 when the final report is completed and ready for release.

FINANCIAL IMPACT:

$1,500,000. Funding for these services is included in the FY2026 budget, and the full cost of this expenditure is eligible for reimbursement under a directed grant awarded by the State.

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STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of December 16, 2024, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and MEDICAL INVESTIGATION SERVICES, PLLC, a North Carolina professional limited liability company, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, the North Carolina General Assembly has allocated funding to Union to be used to establish a county-operated regional autopsy center, the South Piedmont Regional Autopsy Center (hereinafter the "SPRAC"), to serve Anson County, Cabarrus County, Gaston County, Montgomery County, Moore County, Richmond County, Rowan County, Stanly County, and Union County (hereinafter the "Service Area"); and

WHEREAS, in establishing the SPRAC, Union desires to contract for the services of a qualified forensic pathologist and pathologists' assistants to perform medical examiner autopsies;

WHEREAS, Contractor is able to provide: (i) duly licensed physicians authorized to practice medicine in the State of North Carolina; (ii) pathologists certified by the American Board of Pathology; (iii) pathologists qualified by proper and adequate education, training, and practice in the field of forensic pathology to provide the services required hereunder; and (iv) pathologists' assistants qualified by proper and adequate education, training, and practice to assist with the performance of medical examiner autopsies; and

WHEREAS, Union now desires to engage Contractor to operate the SPRAC and perform medical examiner autopsies and other related services on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to operate the daily functions of the SPRAC and to perform medical examiner autopsies for the Service Area in accordance with N.C. Gen. Stat. § 130A-389 and any rules promulgated by the North Carolina Office of the Chief Medical Examiner (the "Services"). Union County shall be responsible for purchasing supplies necessary for the operation of the SPRAC. It is estimated that the Contractor may be required to perform the Services for 525 cases annually; such number is merely an estimate, however, and shall not represent a guarantee of any set number of cases. Contractor shall ensure that Contractor is available to perform the Services as autopsy cases arise in accordance with all appropriate professional standards of conduct.

2. QUALIFICATIONS. During the term of this Agreement, Contractor shall at all times provide autopsy services that satisfy the following requirements: (i) pathologists who hold a valid and unrestricted license to practice medicine in the State of North Carolina; and (ii) pathologists who maintain board certification or board eligibility in Pathology. Union may, upon written notice to

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the Contractor, require that a pathologist or assistant be removed from the performance of the Services hereunder in the event Union determines in its sole discretion that: (i) the pathologist or assistant has failed to carry out one or more of the duties hereunder; (ii) the pathologist or assistant fails for any reason to meet the qualifications set forth in this Section 2; or (iii) in the event of the pathologist or assistant's disability, where such disability prevents the pathologist or assistant from carrying out the essential duties and functions required under the terms of this Agreement.

3. COMPLIANCE WITH RULES AND REGULATIONS. Contractor through its employees or agents shall provide the Services required hereunder in accordance with (i) recognized standards of the medical profession and their specialty; (ii) the Code of Medical Ethics of the American Medical Association; and (iii) all applicable federal, state, and local laws and regulations. Contractor shall ensure that such Services promote the public interest and are performed in a manner consistent with the above standards at all times during the term of this Agreement. Contractor shall cooperate in attaining and maintaining standards necessary to maintain the licenses, approvals, and certifications required to operate the SPRAC. Contractor shall comply with federal, state, and other governmental requirements pertaining to the medical aspects of operation of the SPRAC, shall observe ethical and clinical standards applicable to the operation of the SPRAC, shall manage the SPRAC in compliance therewith, and will continually work to improve the quality at the SPRAC. In operating the SPRAC and conducting the Services pursuant to this Agreement, Contractor shall not discriminate against any person or during the conduct of any case on the basis of race, color, religion, national origin, handicap, age, sex, or any other unlawful or impermissible criteria under the laws of the United States, the State of North Carolina, or any other governmental authority with jurisdiction over the Contractor's and Contractor's employees' and agents' conduct. If Union specifies in writing any deficiencies in Contractor's performance of Services with regard to such standards, Contractor shall initiate correction as soon as possible, but in no event later than ten (10) business days from the date of receiving notification, or earlier if the date is required by any licensing or accrediting body.

4. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor a fee of $3,000 per autopsy for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

5. TERM. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of one (1) year (the "Initial Term"). Upon completion of the Initial Term, the parties may elect to renew this Agreement for additional terms, each a "Renewal Term," upon mutual execution of a written amendment to this Agreement.

6. TERMINATION.

A. Without Cause. Union may terminate this Agreement at any time, without cause, upon provision of sixty (60) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for Services performed to the effective date termination.

B. With Cause. If any party commits a material breach of any of the terms of this Agreement and has not corrected such breach within thirty (30) days of written notice from the non-breaching party, then the non-breaching party may terminate

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this Agreement upon written notice to the breaching party.

C. Duties Upon Termination of Agreement. Termination of this Agreement shall not release or discharge either party from any obligation, debt, or liability which shall have previously accrued and remains to be performed on or after the date of termination, including but not limited to Contractor's obligation to maintain insurance pursuant to Section 8 and Contractor's obligation to indemnify and hold harmless Union pursuant to Section 9, and such obligations, debts, and liabilities shall survive termination of this Agreement.

7. REPORTS AND RECORDS. PLLC shall be responsible for maintaining or causing to be maintained accurate and complete records and files at SPRAC or all required information pertaining to the SPRAC with respect to the Services provided hereunder. All reports, records, and support documents prepared in connection with the provision of SPRAC Services pursuant to this Agreement shall be the sole property of Union. Each party agrees to make available at reasonable dates, times, and places, during the term of this Agreement and thereafter, all records and personnel reasonably requested by the other for purposes of any litigation or investigation or review with which Union may become involved. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

8. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

9. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

10. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

11. INDEPENDENT CONTRACTOR STATUS. In performance of the duties and obligations of this Agreement, Contractor and its employees and agents shall be at all times independent contractors of Union. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or a landlord/tenant relationship between Union and Contractor or Contractor's employees or agents. Contractor shall be solely responsible to Contractor's employees and subcontractors regarding payroll and income. Union shall neither have nor exercise control, direction, or supervision over the professional medical judgment, manner, or methods by which Contractor providers perform the Services required hereunder; provided, however, that the Services shall be provided in a manner consistent with all laws, rules, and regulations governing such Services and the provisions of this Agreement.

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12. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

13. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

14. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

15. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

16. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

17. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

18. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

19. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein:

If to Union: Union County
Attn: County Manager
500 North Main Street
Monroe, NC 28112

If to Contractor: Medical Investigation Services, PLLC
531 Merwick Circle
Charlotte, NC 28211

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Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

21. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

22. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

23. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

24. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[*Signatures follow on the next page.*]

Docusign Envelope ID: DBB7DF52-291B-4257-B669-1E07395865FC

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: Signed by: Brian W Matthews B14014C7F9F4414... (SEAL)
Brian [illegible], County Manager

MEDICAL INVESTIGATION SERVICES, PLLC

By: Signed by: [signature] 4D18D6C9B5FD1E9... (SEAL)
Jonathan Privette, Owner

Approved as to Legal Form CAM

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

Signed by: Chris Cahoon ADF45A3BB91A45E...
Deputy [illegible]

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Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

PROFESSIONAL LIABILITY

$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS.

A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

B. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

C. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: County Manager's Office
Contract #: 9361

G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for

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claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

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

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

File #: 25-419 **Agenda Date:** 7/14/2025

TITLE:

Capital Project Ordinances - Jackson Volunteer Fire Department Water Tank

INFORMATION CONTACT:

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

ACTION REQUESTED:

Adopt Capital Project Ordinances 259C, 288G, and 300B.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Jackson Fire Department is the only fire district in Union County that does not have access to a municipal water source. This provides challenges for both firefighting and training purposes. Typar has reached out to the Jackson Fire Department about donating a large 200,000-gallon ground tank. This tank was used for fire flow as part of a development in Indian Trail; this development has since upsized a waterline and no longer has the need for this storage tank. This tank would allow Jackson to have a source of water to fill their apparatus in the Jackson District. Currently, they need to leave their district to refill their trucks. While the tank is no cost, there is some expense in moving the tank from its current location to the Jackson Fire Department. The department does not currently have the resources to fund this expense. Being that this will be a benefit to Union County residents, staff is proposing to allocate funding in the amount of $275,000 to the Jackson Fire Department to allow them to relocate the tank. The funding will come from three existing capital projects. Two of these projects are no longer needed and will be closed out after the transfer is made. The third project is a fire training tower. The long-term plan is to have three regional training towers throughout the county; the first tower is currently in the final stages of design. This capital project has enough funding to fund that tower and will be able to shift some funding to the Jackson Water Tank. The 2nd and 3rd fire training towers will require additional capital in future years' budgets.

FINANCIAL IMPACT:

Funding is available in the General County CIP fund from the following projects that will be reduced: UC Jail Domestic Water Line ($65,000), UC Jail Replace Washer and Dryer ($35,037), and Short-term Fire Training Needs ($174,963).

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #259C

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

UC Jail Generator Replacement
UC Jail Domestic Water Alternate Source Piping

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore a reduction of $65,000 is hereby appropriated for total project cost of $370,000.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from EMS Fund	$295,000
Transfer from General Fund	$75,000

Section III. The attached CPO #259C chart is incorporated herein showing appropriations to date, reductions/additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

_____ _____

Lynn G. West, Clerk to the Board

Melissa Merrell
Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General CIP Fund** REQUESTED BY **Patrick Niland**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

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
General CIP Fund - Jail Maintenance				**General CIP Fund - Jail Maintenance**			
IFT from EMS Fund	360,000	(65,000)	295,000	UC Jail Generator Replacement	370,000	-	370,000
IFT from General Fund	75,000		75,000	UC Jail Domestic Water Alternate Source Piping	65,000	(65,000)	-
		-	-				-
							-
Total	435,000	(65,000)	370,000	**Total**	435,000	(65,000)	370,000

EXPLANATION: Transfer funding from UC Jail Domestic Water Line Alternative to Jackson VFD Water Tank

DATE: APPROVED BY:

BOCC/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
General CIP Fund - Jail Maintenance				**General CIP Fund - Jail Maintenance**			
UC Jail Generator Replacement				**UC Jail Generator Replacement**			
IFT from EMS Fund	295,000	-	295,000	Buildings	370,000	-	370,000
40080113-4020				40080113-5580			
IFT from General Fund	75,000	-	75,000				
40080113-4010							
UC Jail Domestic Water Alternate Source Piping				**UC Jail Domestic Water Alternate Source Piping**			
IFT from EMS Fund	65,000	(65,000)	-	Buildings	65,000	(65,000)	-
40080145-4020				40080145-5580			
Total	435,000	(65,000)	370,000	Total	435,000	(65,000)	370,000

Prepared By **bl**
Posted By
Date

Number **CPO - 259C**

UNION COUNTY, NORTH CAROLINA
MAJOR INFRASTRUCTURE – 2025-2026
CAPITAL PROJECT ORDINANCE #288G

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Major Infrastructure Projects;
Union County Lock Project Enhancements
Union County Jail Block Renovations
Union County Three Commercial Washer & Dryer Replacement
Government Center/Judicial – Building Envelope Repairs
UC Progress Building Renovations
Parks and Recreation Paving
Jesse Helms Park- Park Amenities Improvements
Historic Courthouse Phase 2 Renovation
Main Library Replace Metal Architectural Panels
Cane Creek Park Camp Store
Patton Avenue Radio Shop Renovation
SPCC Building A Renovation Needs
SPCC Camera System
SPCC Access Controls

Including the replacement of equipment, the acquisition and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, a reduction of $35,037 is hereby appropriated for total project cost of $30,668,238.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

2/3rd GO Bond Proceeds	$14,423,203
2/3rd GO Bond Proceeds Premiums	$775,678
Investment Earnings	$11,345
Interfund Transfer from General Fund	$2,561,400
Interfund Transfer from EMS Fund	$100,000
Installment Financing Proceeds	$5,551,676
Intergovernmental Revenue	$240,000
Previous GO Bond Proceeds	$6,900,000
Federal Grant	$104,936

Section III. The attached CPO #288G chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. This capital project ordinance is adopted and effective on the 14th day of July 2025.

ATTEST:

_____
Lynn G. West,
Clerk to the Board

_____
Melissa Merrell
Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET: **General CIP Fund** | REQUESTED BY: **Patrick Niland**

FISCAL YEAR: **FY 2026** | DATE: **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Intergovernmental Revenue	240,000	-	240,000
Federal Grant	104,936	-	104,936
2/3rd Go Bond Proceeds	14,458,240	(35,037)	14,423,203
2/3rd Go Bond Proceeds Premiums	775,678	-	775,678
IFT From General Fund	2,561,400	-	2,561,400
IFT From General Fund/Old EMS Fund	100,000	-	100,000
Previous Go Bond Proceeds	6,900,000	-	6,900,000
Installment Financing Proceeds	5,551,676	-	5,551,676
Investment Earnings	11,345	-	11,345
Total	30,703,275	(35,037)	30,668,238

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
General Fund Major Infrastructure Needs	19,076,095	(35,037)	19,041,058
SPCC Major Infrastructure Needs	11,627,180	-	11,627,180
		-	-
Total	30,703,275	(35,037)	30,668,238

EXPLANATION: Reallocate funds from UC Jail Washer and Dryer replacement to Jackson VFD Water Tank.

DATE: | APPROVED BY:

BOCC/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
UC Jail - Door Locks and Controls			
IFT From General Fund 40080126-4010	1,170,000	-	1,170,000
GO Bond Proceeds 40080126-4710	1,585,000		1,585,000
GO Bond Proceeds Premiums 40080126-4717	390,848	-	390,848
Investment Earnings 40080126-4010	11,345	-	11,345
UC Jail - Block Renovations			
GO Bond Proceeds 40080112-4710	1,715,000		1,715,000
Parks and Recreation Paving			
GO Bond Proceeds 40080075-4710	232,460		232,460
Historic Courthouse - Phase 2 Renovation			
GO Bond Proceeds 40080125-4710	1,725,000	-	1,725,000
Jesse Helms Park - Park Amenities Improvements			
GO Bond Proceeds 40080167-4710	500,000	-	500,000
Main Library - Replace Metal Architectural Panels			
GO Bond Proceeds 40080156-4710	568,000	-	568,000
GO Bond Proceeds Premiums 40080156-4717	74,712	-	74,712
IFT From General Fund 40080156-4010	215,000	-	215,000
Cane Creek Park - New Camp Store			
GO Bond Proceeds 40080100-4710	850,000	-	850,000
GO Bond Proceeds Premiums 40080100-4717	100,000	-	100,000
Patton Avenue - Radio Shop Renovation			
IFT From General Fund 40080160-4010	60,000	-	60,000
GO Bond Proceeds 40080160-4710	935,000	-	935,000
UC Jail - Replace 3 Commercial Washers And Dryers			
GO Bond Proceeds 40080173-4710	335,000	(35,037)	299,963
IFT From EMS Fund 40080173-4020	100,000	-	100,000
Government Center/Judicial Center - Building Envelope Repairs - Phase 1 + 2			
IFT From General Fund 40080123-4010	250,000	-	250,000
GO Bond Proceeds 40080123-4710	1,350,000	-	1,350,000
UC Progress Building			
GO Bond Proceeds 40080159-4710	675,000	-	675,000
Installment Financing Proceeds	5,551,676	-	5,551,676

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
UC Jail - Door Locks and Controls			
Building & Improvements 40080126-5580	3,157,193		3,157,193
UC Jail - Block Renovations			
Building & Improvements 40080112-5630	1,715,000		1,715,000
Parks and Recreation Paving			
Land and Improvements 40080075-5570	232,460		232,460
Historic Courthouse - Phase 2 Renovation			
Building & Improvements 40080125-5580	1,725,000	-	1,725,000
Jesse Helms Park - Park Amenities Improvements			
Building & Improvements 40080167-5580	500,000	-	500,000
Main Library - Replace Metal Architectural Panels			
Building & Improvements 40080156-5580	857,712	-	857,712
Cane Creek Park - New Camp Store			
Building & Improvements 40080100-5580	950,000	-	950,000
Patton Avenue - Radio Shop Renovation			
Other Equipment 40080160-5550	995,000	-	995,000
UC Jail - Replace 3 Commercial Washers And Dryers			
Other Equipment 40080173-5550	435,000	(35,037)	399,963
Government Center/Judicial Center - Building Envelope Repairs - Phase 1 + 2			
Building & Improvements 40080123-5580	1,600,000	-	1,600,000
UC Progress Building			
Building & Improvements 40080159-5580	6,777,560	-	6,777,560
Building & Improvements	131,170	-	131,170

40080159-4730				40080159-5260-14022			
Intergovernmental Revenue	240,000	-	240,000				
40080159-4280							
IFT From General Fund	100,766	-	100,766				
40080159-4010							
GO Bond Proceeds Premiums	210,118	-	210,118				
40080159-4717							
Federal Grant	104,936	-	104,936				
40080159-4315-14022							
IFT From General Fund	26,234	-	26,234				
40080159-4010-14022							
SPCC Building A Renovation Needs				**SPCC Building A Renovation Needs**			
GO Bond Proceeds	10,740,000	-	10,740,000	Payments to Other Governments	10,740,000	-	10,740,000
40080093-4710				40080093-5630			
SPCC Camera System				**SPCC Camera System**			
IFT From General Fund	239,400	-	239,400	Payments to Other Governments	239,400	-	239,400
40080161-4010				40080161-5630			
SPCC Access Controls				**SPCC Access Controls**			
IFT From General Fund	-	-	-	Payments to Other Governments	647,780		647,780
40080162-4010				40080162-5630			
GO Bond Proceeds	647,780	-	647,780				
40080162-4710							
Total	30,703,275	(35,037)	30,668,238	Total	30,703,275	(35,037)	30,668,238

Prepared By **BL**
Posted By
Date

Number **CPO - 288G**

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #300B

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

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Short-term Fire Training Needs
Jackson VFD Water Tank Installation

Including the purchase of equipment and software, the acquisition, expansion, and construction of new facilities, the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore an additional $100,037 is hereby appropriated for a total appropriation of $1,600,037.

Section II. That it is estimated that the following revenues will be available until completion of these projects to meet the appropriations in Section I, as set forth in the following schedule:

Transfer from General Fund	$1,500,000
Transfer from EMS Fund	$65,000
2/3rds GO Bond Proceeds	$35,037

Section III. The attached CPO #300B chart is incorporated herein showing appropriations to date, additions as of this capital project ordinance, and the total appropriation.

Section IV. That the finance officer is authorized from time to time to transfer as a loan from the General Fund or unspent County proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the finance officer is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

Section V. That the finance officer is authorized at the time of project completion to close out the capital project and remove it from the general ledger.

Section VI. This capital project ordinance is adopted and effective this 14th day of July 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Melissa Merrell
Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET **General Capital Project Fund** REQUESTED BY **Patrick Niland**

FISCAL YEAR **FY 2026** DATE **July 14, 2025**

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from General Fund	1,500,000		1,500,000
2/3rds GO Bond Proceeds	-	35,037	35,037
IFT From EMS Fund	-	65,000	65,000
Total	1,500,000	100,037	1,600,037

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Short-Term Fire Training Needs	1,500,000	(174,963)	1,325,037
Jackson VFD Water Tank Installation	-	275,000	275,000
Total	1,500,000	100,037	1,600,037

EXPLANATION: Appropriate funding to install a water tank at Jackson VFD

DATE: _____ APPROVED BY: _____

BOCC Chairman/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
Short-Term Fire Training Needs			
IFT from General Fund	1,500,000	(174,963)	1,325,037
40080176-4010			
Jackson VFD Water Tank Installation			
IFT from EMS Fund	-	65,000	65,000
40080230-4020			
IFT from General Fund	-	174,963	174,963
40080230-4010			
GO Bond Proceeds	-	35,037	35,037
40080230-4710			
Total	1,500,000	100,037	1,600,037

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Short-Term Fire Training Needs			
Buildings & Improvements	1,500,000	(174,963)	1,325,037
40080176-5580			
Jackson VFD Water Tank Installation			
Payments to VFDs	-	275,000	275,000
40080230-5699			
Total	1,500,000	100,037	1,600,037

Prepared By **BL**
Posted By _____
Date _____

Number **CPO - 300B**

File #: 25-466 **Agenda Date:** 7/14/2025

TITLE:

Contract - Internet Based Legal Research Services

INFORMATION CONTACT:

Christopher Brown, Attorney's Office, Assistant County Attorney, 704-283-3776

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:

The Union County Attorney's Office has utilized West Publishing Corporation for its internet based legal research services since 2015. The current contract expires in October 2025. To evaluate current offerings, the County Attorney's Office participated in trials with three different providers of internet based legal research services. Following the trials, the County Attorney's Office decided that Westlaw Precision was its preferred internet based legal research product. The Union County Attorney's Office seeks to enter into a three-year contract with West Publishing Corporation (Thomson Reuters Enterprise Centre GmbH).

FINANCIAL IMPACT:

The contract amount for the entire term is $127,876.10 with anticipated first-year costs of $25,509.05. Funding is available in the adopted FY2026 budget with future expenditures subject to annual BOCC budget appropriation.

Order Form Order ID: Q-10057801

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000760468 UNION COUNTY LEGAL DEPT 500 N MAIN ST STE 925 MONROE NC 28112-4797 US "Customer"	Account #: 1000760468 UNION COUNTY LEGAL DEPT 500 N MAIN ST STE 925 MONROE NC 28112-4797 US	Account #: 1000760468 UNION COUNTY LEGAL DEPT 500 N MAIN ST STE 925 MONROE, NC 28112-4797 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$3,320.37	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$2,266.46	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above

plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.
Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms
Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

No Automatic Renewal.

The paragraph above titled "Post Minimum Term" is deleted in its entirety. Notwithstanding any automatic renewal provisions in the Agreement, your subscription to the Products on this Order Form will terminate at the end of the Minimum Term, at which time we will no longer provide you with subscription services for these Products.

Acknowledgement: Order ID: Q-10057801

Signature of Authorized Representative for order **Title**

Printed Name **Date**

This Order Form will expire and will not be accepted after 10/3/2025.

This Instrument Has Been Preaudited In The
Manner Required By The Local Government
Budget And Fiscal Control Act

Approved as to Legal Form: *CJB*

_____
Deputy Finance Officer

Attachment Order ID: Q-10057801

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000760468
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Brown, Christopher
Email: christopher.brown@unioncountync.gov

eBilling Contact
Contact Name Christopher Brown
Email **christopher.brown@unioncountync.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000760468	UNION COUNTY LEGAL DEPT	500 N MAIN ST STE 925 MONROE NC 28112-4797 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
11	Attorneys	43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government
11	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
11	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Ramona	Mullet	ramona.mullet@unioncountync.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
41984066	Gvt - Briefs For Government (Westlaw PRO™)
42077754	Westlaw All Analytical, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$3,320.37	5.00%	$3486.39	5.00%	$3660.71	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

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

File #: 25-380 **Agenda Date:** 7/14/2025

TITLE:

Minutes for Approval

INFORMATION CONTACT:

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

ACTION REQUESTED:

Approve minutes of the regular meeting of May 5, 2025.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Draft minutes have been provided to the Board for review and approval on the Consent Agenda.

FINANCIAL IMPACT:

None.

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

File #: 25-399 **Agenda Date:** 7/14/2025

TITLE:

May 2025 Union County Public Schools - Monthly Report

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This is the monthly report from UCPS as required by the Budget Ordinance.

FINANCIAL IMPACT:

None.

UNION COUNTY PUBLIC SCHOOLS

400 North Church Street
Monroe, NC 28112
704-296-9898
704-289-9182
ucps.k12.nc.us

Finance Department

To: Beverly Liles

From: Shanna McLamb

Date: June 12, 2025

RE: Monthly Reporting – Ordinance Sections XXIII

Pursuant to the requested information included in the BOCC annual budget ordinance, the below information has been provided to satisfy the requirements for monthly reporting. Notes have been provided for each requested item to provide explanation for items that are currently unavailable or incomplete due reporting capabilities related to the state software migration.

FY2025 Ordinance Section XXIII - as it appears in the ordinance document

In accordance with the NCGS §115C-429(c), the Board of County Commissioners calls for, for FY 2025, the books, records, audit reports, and other information bearing on the financial operation of UCPS listed below to be made available to the Board of Commissioners as set forth herein. Each of the monthly reports and counts described below is called for within ten business days of the close of each month, beginning with the close of July 2024.

(a) A monthly report of monthly and cumulative revenues and expenditures, by function code, for all funds by fund. In addition, the original adopted budget and revised or amended budget for revenues and expenditures, by function code.
(b) A monthly report of monthly expenditures, by project for appropriations outlined in section XXII and "Capital Projects Ordinance", including a brief summary of the status of the project.
(c) A monthly report of monthly expenditures, by project for all other capital projects, including a brief summary of the status of the project.
(d) A monthly report of transfers between function codes for all funds by fund. NOTE: There is no information to provide at this time.
(e) A monthly personnel count of locally funded employees and state funded employees broken down by function code from which they are paid, furthermore, the Board of County Commissioners requests not to receive the payroll records in response to this request.
(f) A monthly ADM count.

Thank you.

CC: Andrew G. Houlihan
Brian Matthews

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

Union County Public Schools
YTD Budget Report
May 31, 2025

FUND	F1	Type2	2digPu	Purpose Description	Values Current Budget	YTD Rev/Exp	Encumb & Req	Rem Budget
10	**State**	Expense	**51**	Regular Instructions Services	$120,605,712.18	$169,875,290.32	$298,226.34	-$49,567,804.48
			52	Special Populations Services	$44,926,769.65	$38,666,438.88	$0.00	$6,260,330.77
			53	Alternative Programs and Services	$5,543,045.74	$3,911,231.82	$0.00	$1,631,813.92
			54	School Leadership Services	$12,090,189.87	$11,191,918.71	$0.00	$898,271.16
			55	Co-Curricular Services	$6,987.53	$0.00	$0.00	$6,987.53
			58	School-Based Support Services	$12,712,578.74	$18,436,264.57	$199,064.33	-$5,922,750.16
			61	Support and Development Services	$327,489.55	$219,547.01	$0.00	$107,942.54
			62	Special Population Support and Development Services	$346,291.08	$141,114.64	$0.00	$205,176.44
			63	Alternative Programs and Services Support and Development Services	$4,522.22	$7,944.51	$0.00	-$3,422.29
			64	Technology Support Services	$3,027,925.20	$1,538,809.05	$468,929.71	$1,020,186.44
			65	Operational Support Services	$35,356,633.95	$32,342,751.06	$593,576.07	$2,420,306.82
			66	Financial and Human Resource Services	$338,362.30	$160,286.42	$0.00	$178,075.88
			67	Accountability Services	$1,118.63	$0.00	$0.00	$1,118.63
			68	System-Wide Pupil Support Services	$14,073.29	$0.00	$0.00	$14,073.29
			69	Policy, Leadership and Public Relations Services	$639,983.09	$536,087.68	$0.00	$103,895.41
			71	Community Services	$69,094,115.82	$11,069,500.53	$0.00	$58,024,615.29
			72	Nutrition Services	$1,586.00	$49,389.19	$0.00	-$47,803.19
			81	Payments to Other Governmental Units	$0.00	-$15,629.94	$0.00	$15,629.94
			84	Unbudgeted Funds	$0.00	$0.00	$0.00	$0.00
		Expense Total			$305,037,384.84	$288,130,944.45	$1,559,796.45	$15,346,643.94
		Revenue	**71**	Community Services	-$305,037,384.84	-$289,904,285.15	$0.00	-$15,133,099.69
		Revenue Total			-$305,037,384.84	-$289,904,285.15	$0.00	-$15,133,099.69
	State Total				**$0.00**	**-$1,773,340.70**	**$1,559,796.45**	**$213,544.25**
10 Total					**$0.00**	**-$1,773,340.70**	**$1,559,796.45**	**$213,544.25**
20	**Local**	Expense	**51**	Regular Instructions Services	$30,858,152.89	$28,050,779.33	$1,118,841.84	$1,688,531.72
			52	Special Populations Services	$4,960,449.00	$4,347,039.52	$2,238.82	$611,170.66
			53	Alternative Programs and Services	$5,413,543.00	$3,906,435.84	$0.00	$1,507,107.16
			54	School Leadership Services	$13,750,313.00	$14,341,826.74	$66,375.37	-$657,889.11
			55	Co-Curricular Services	$2,634,849.51	$2,440,111.21	$6,246.07	$188,492.23
			58	School-Based Support Services	$10,223,627.01	$9,577,902.85	$215,838.16	$429,886.00
			61	Support and Development Services	$3,177,252.75	$2,776,317.13	$178.27	$400,757.35
			62	Special Population Support and Development Services	$408,978.00	$413,858.54	$0.00	-$4,880.54
			63	Alternative Programs and Services Support and Development Services	$176,490.00	$150,324.17	$0.00	$26,165.83

Union County Public Schools
YTD Budget Report
May 31, 2025

FUND	F1	Type2	2digPu	Purpose Description	Current Budget	YTD Rev/Exp	Encumb & Req	Rem Budget
20	**Local**	Expense	**64**	Technology Support Services	$4,400,773.01	$4,114,595.06	$53,904.36	$232,273.59
			65	Operational Support Services	$29,722,233.60	$25,437,078.31	$698,987.81	$3,586,167.48
			66	Financial and Human Resource Services	$9,160,881.00	$8,311,413.41	$109,104.12	$740,363.47
			67	Accountability Services	$511,630.00	$409,206.53	$106,215.00	-$3,791.53
			68	System-Wide Pupil Support Services	$584,952.86	$527,418.75	$1,265.00	$56,269.11
			69	Policy, Leadership and Public Relations Services	$3,746,326.37	$3,342,748.11	$97,586.36	$305,991.90
			71	Community Services	$0.00	$241.02	$0.00	-$241.02
			72	Nutrition Services	$442,377.00	$300,329.56	$0.00	$142,047.44
			81	Payments to Other Governmental Units	$13,667,960.00	$12,145,422.36	$0.00	$1,522,537.64
			86	Educational Foundations	$0.00	$0.00	$0.00	$0.00
			84	Unbudgeted Funds	$0.00	$0.00	$0.00	$0.00
		Expense Total			$133,840,789.00	$120,593,048.44	$2,476,781.18	$10,770,959.38
		Revenue	**44**	Local Sources - Unrestricted	-$133,840,789.00	-$120,635,694.65	$0.00	-$13,205,094.35
		Revenue Total			-$133,840,789.00	-$120,635,694.65	$0.00	-$13,205,094.35
	Local Total				**$0.00**	**-$42,646.21**	**$2,476,781.18**	**-$2,434,134.97**
20 Total					**$0.00**	**-$42,646.21**	**$2,476,781.18**	**-$2,434,134.97**
30	**Federal**	Expense	**51**	Regular Instructions Services	$1,252,251.46	$1,136,135.26	$7,098.88	$109,017.32
			52	Special Populations Services	$9,558,118.89	$7,029,314.35	$0.00	$2,528,804.54
			53	Alternative Programs and Services	$6,813,770.72	$4,998,006.48	$91,649.11	$1,724,115.13
			54	School Leadership Services	$468,102.34	$277,850.89	$9,678.24	$180,573.21
			55	Co-Curricular Services	$0.00	$0.00	$0.00	$0.00
			58	School-Based Support Services	$1,415,377.75	$965,002.56	$155,979.02	$294,396.17
			61	Support and Development Services	$0.00	$0.00	$0.00	$0.00
			62	Special Population Support and Development Services	$222,366.88	$181,316.94	$0.00	$41,049.94
			63	Alternative Programs and Services Support and Development Services	$108,082.02	$76,312.73	$0.00	$31,769.29
			64	Technology Support Services	$0.00	$0.00	$0.00	$0.00
			65	Operational Support Services	$20,930.32	$4,862.91	$0.00	$16,067.41
			66	Financial and Human Resource Services	$0.00	$0.00	$0.00	$0.00
			67	Accountability Services	$0.00	$0.00	$0.00	$0.00
			68	System-Wide Pupil Support Services	$0.00	$0.00	$0.00	$0.00
			69	Policy, Leadership and Public Relations Services	$0.00	$0.00	$0.00	$0.00
			71	Community Services	$0.00	$0.00	$0.00	$0.00
			72	Nutrition Services	$61,651.44	$35,940.00	$25,709.44	$2.00
			81	Payments to Other Governmental Units	$706,404.63	$461,457.90	$0.00	$244,946.73

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FUND	F1	Type2	2digPu	Purpose Description	Current Budget	YTD Rev/Exp	Encumb & Req	Rem Budget
30	**Federal**	Expense	**82**	Unbudgeted Funds	$1,593,317.98	$0.00	$0.00	$1,593,317.98
		Expense Total			$22,220,374.43	$15,166,200.02	$290,114.69	$6,764,059.72
		Revenue	**33**	Other State Allocations for Current Operations	-$22,220,374.43	-$15,166,200.02	$0.00	-$7,054,174.41
		Revenue Total			-$22,220,374.43	-$15,166,200.02	$0.00	-$7,054,174.41
	Federal Total				**$0.00**	**$0.00**	**$290,114.69**	**-$290,114.69**
30 Total					**$0.00**	**$0.00**	**$290,114.69**	**-$290,114.69**
40	**Capital**	Expense	**51**	Regular Instructions Services	$11,819,798.03	$3,502,541.41	$4,430,908.78	$3,886,347.84
			52	Special Populations Services	$50,000.00	$52,347.58	$0.00	-$2,347.58
			53	Alternative Programs and Services	$0.00	$0.00	$1,439.85	-$1,439.85
			54	School Leadership Services	$0.00	$18,851.57	$0.00	-$18,851.57
			55	Co-Curricular Services	$1,850,000.00	$0.00	$1,849,998.03	$1.97
			58	School-Based Support Services	$0.00	$0.00	$0.00	$0.00
			64	Technology Support Services	$1,000,000.00	$502,976.43	$453,424.44	$43,599.13
			65	Operational Support Services	$6,602,350.82	$3,122,099.85	$3,300,200.16	$180,050.81
			69	Policy, Leadership and Public Relations Services	$35,000.00	$20,584.74	$0.00	$14,415.26
			90	Capital Outlay	$161,021,217.19	$66,137,038.15	$33,093,291.28	$61,790,887.76
			83	Unbudgeted Funds	$0.00	$0.00	$0.00	$0.00
			91	Capital Outlay	$0.00	$0.00	$0.00	$0.00
			92	Capital Outlay	$0.00	$0.00	$0.00	$0.00
		Expense Total			$182,378,366.04	$73,356,439.73	$43,129,262.54	$65,892,663.77
		Revenue	**33**	Other State Allocations for Current Operations	-$4,850,000.00	-$170,758.74	$0.00	-$4,679,241.26
			44	Local Sources - Unrestricted	-$177,528,366.04	-$77,643,060.69	$0.00	-$99,885,305.35
		Revenue Total			-$182,378,366.04	-$77,813,819.43	$0.00	-$104,564,546.61
	Capital Total				**$0.00**	**-$4,457,379.70**	**$43,129,262.54**	**-$38,671,882.84**
40 Total					**$0.00**	**-$4,457,379.70**	**$43,129,262.54**	**-$38,671,882.84**
50	**School Nutrition**	Expense	**72**	Nutrition Services	$21,643,877.00	$20,091,928.08	$1,741.39	$1,550,207.53
			81	Payments to Other Governmental Units	$940,000.00	$544,268.83	$0.00	$395,731.17
		Expense Total			$22,583,877.00	$20,636,196.91	$1,741.39	$1,945,938.70
		Revenue	**33**	Other State Allocations for Current Operations	-$12,712,980.56	-$12,130,542.72	$0.00	-$582,437.84
			44	Local Sources - Unrestricted	-$9,870,896.44	-$7,493,866.58	$0.00	-$2,377,029.86
		Revenue Total			-$22,583,877.00	-$19,624,409.30	$0.00	-$2,959,467.70
	School Nutrition Total				**$0.00**	**$1,011,787.61**	**$1,741.39**	**-$1,013,529.00**
50 Total					**$0.00**	**$1,011,787.61**	**$1,741.39**	**-$1,013,529.00**
57	**After School**	Expense	**71**	Community Services	$2,851,000.00	$2,328,187.90	$54,607.99	$468,204.11

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FUND	F1	Type2	2digPu	Purpose Description	Current Budget	YTD Rev/Exp	Encumb & Req	Rem Budget
57	After School	Expense	81	Payments to Other Governmental Units	$67,000.00	$0.00	$0.00	$67,000.00
		Expense Total			$2,918,000.00	$2,328,187.90	$54,607.99	$535,204.11
		Revenue	33	Other State Allocations for Current Operations	-$183,000.00	-$55,361.54	$0.00	-$127,638.46
			44	Local Sources - Unrestricted	-$2,735,000.00	-$1,485,142.55	$0.00	-$1,249,857.45
		Revenue Total			-$2,918,000.00	-$1,540,504.09	$0.00	-$1,377,495.91
	After School Total				**$0.00**	**$787,683.81**	**$54,607.99**	**-$842,291.80**
57 Total					**$0.00**	**$787,683.81**	**$54,607.99**	**-$842,291.80**
80	Other Special	Expense	51	Regular Instructions Services	$3,847,011.38	$2,306,117.03	$30,702.93	$1,510,191.42
			52	Special Populations Services	$6,435,199.75	$6,212,693.81	$1,096,103.43	-$873,597.49
			53	Alternative Programs and Services	$268,434.29	$390,784.70	$12,000.00	-$134,350.41
			54	School Leadership Services	$0.00	$0.00	$0.00	$0.00
			55	Co-Curricular Services	$39,705.32	$12,969.76	$0.00	$26,735.56
			58	School-Based Support Services	$1,118,747.39	$795,034.46	$70,227.41	$253,485.52
			61	Support and Development Services	$10,237.21	$4,877.47	$0.00	$5,359.74
			62	Special Population Support and Development Services	$4,000.00	$5,189.87	$0.00	-$1,189.87
			63	Alternative Programs and Services Support and Development Services	$0.00	$0.00	$0.00	$0.00
			64	Technology Support Services	$450,000.00	$126,617.86	$256.04	$323,126.10
			65	Operational Support Services	$871,802.53	$160,340.92	$3,111.76	$708,349.85
			66	Financial and Human Resource Services	$14,700.00	$17,790.79	$78,885.32	-$81,976.11
			67	Accountability Services	$26,213.00	$35,894.71	$0.00	-$9,681.71
			68	System-Wide Pupil Support Services	$0.00	$0.00	$0.00	$0.00
			69	Policy, Leadership and Public Relations Services	$200.00	$250.00	$0.00	-$50.00
			71	Community Services	$156,093.87	$135,973.16	$2,500.00	$17,620.71
			72	Nutrition Services	$0.00	$788.51	$0.00	-$788.51
			81	Payments to Other Governmental Units	$1,235.00	$1,488.72	$0.00	-$253.72
			82	Unbudgeted Funds	$0.00	$0.00	$0.00	$0.00
			86	Educational Foundations	$35,675.00	$35,675.00	$0.00	$0.00
			87	Scholarships	$105,985.41	$3,000.00	$0.00	$102,985.41
			84	Unbudgeted Funds	$0.00	$14,571.29	$0.00	-$14,571.29
		Expense Total			$13,385,240.15	$10,260,058.06	$1,293,786.89	$1,831,395.20
		Revenue	33	Other State Allocations for Current Operations	-$3,432,215.74	-$5,971,039.34	$0.00	$2,538,823.60
			44	Local Sources - Unrestricted	-$9,953,024.41	-$3,615,592.66	$0.00	-$6,337,431.75
		Revenue Total			-$13,385,240.15	-$9,586,632.00	$0.00	-$3,798,608.15
	Other Special Total				**$0.00**	**$673,426.06**	**$1,293,786.89**	**-$1,967,212.95**

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FUND	F1	Type2	2digPu	Purpose Description	Current Budget	YTD Rev/Exp	Encumb & Req	Rem Budget
80 Total					$0.00	$673,426.06	$1,293,786.89	-$1,967,212.95
Grand Total					$0.00	-$3,800,469.13	$48,806,091.13	-$45,005,622.00

Project Code	Description	Project Type	Revised Budget	Actuals	Encumbrances	Requisitions	Act/Enc/Req	AvailableBudget
BONDSLSTX	BOND UNALLOCATED SALES TAX	BOND	$ 14,247.00	$ -	$ -	$ -	$ -	$ 14,247.00
ESESBOND	EAST ELEMENTARY - NEW SCHOOL	BOND	$ 44,092,589.00	$ 35,050,514.00	$ 8,126,183.86	$ -	$ 43,174,300.82	$ 915,891.14
EUMSBOND	EAST UNION MIDDLE PHASE II	BOND	$ 28,430,000.00	$ -	$ -	$ -	$ -	$ 28,430,000.00
FHHSBOND	FOREST HILLS HIGH - NEW SCHOOL	BOND	$ 104,939,411.00	$ 81,778,247.59	$ 11,320,719.90	$ -	$ 93,033,557.07	$ 11,840,443.51
FY21DESIGN	FY21 DESIGN WORK - FHHS & ESES		$ 4,900,000.00	$ 4,900,000.00	$ (150.00)	$ -	$ 4,899,850.00	$ 150.00
FY21SAFETY	FY21 SAFETY & SECURITY		$ 858,000.00	$ 857,999.98	$ -	$ -	$ 857,999.98	$ 0.02
FY22BLDGSY	FY22 BUILDING SYSTEMS		$ 7,889,494.00	$ 7,295,642.41	$ 146,299.55	$ -	$ 7,424,064.89	$ 447,552.04
FY22ROOFIN	FY22 ROOFING		$ 2,100,000.00	$ 1,981,779.55	$ 44,000.00	$ -	$ 2,025,779.55	$ 74,220.45
FY23BAND	FY23 BAND UNIFORMS & EQUIP		$ 50,000.00	$ 49,623.97	$ -	$ -	$ 49,623.97	$ 376.03
FY23BLDGSY	FY23 BUILDING SYSTEMS		$ 8,639,286.00	$ 8,004,836.57	$ 331,695.42	$ 3,018.95	$ 8,482,196.99	$ 299,735.06
FY23EXPREN	FY23 EXPANSIONS & RENOV		$ 5,833,103.00	$ 4,916,956.18	$ 227,890.27	$ -	$ 5,144,846.45	$ 688,256.55
FY23PAINT	FY23 PAINTING		$ 714,000.00	$ 704,600.00	$ -	$ -	$ 704,600.00	$ 9,400.00
FY23ROOFIN	FY23 ROOFING		$ 1,870,000.00	$ 1,596,100.19	$ 40,395.13	$ -	$ 1,636,495.32	$ 233,504.68
FY23VEH/EQ	FY23 VEHICLES & EQUIPMENT		$ 461,031.00	$ 455,041.65	$ -	$ -	$ 455,041.65	$ 5,989.35
FY24ADA	FY24 ADA PROJECTS	CIP	$ 144,900.10	$ 135,985.98	$ 6,618.50	$ -	$ 142,604.48	$ 2,295.62
FY24BAND	FY24 BAND UNIFORMS & EQUIP	CIP	$ 50,000.00	$ 49,816.20	$ -	$ -	$ 49,816.20	$ 183.80
FY24BLDGSY	FY24 BUILDING SYSTEMS	CIP	$ 8,598,550.00	$ 2,052,662.15	$ 2,490,947.18	$ 67,500.00	$ 4,512,664.53	$ 3,987,440.67
FY24EUMS	EAST UNION MIDDLE DESIGN	CIP	$ 2,721,015.00	$ 784,200.00	$ 1,070,075.25	$ -	$ 1,854,275.25	$ 866,739.75
FY24EXPREN	FY24 EXPANSION & RENOVATIONS	CIP	$ 4,719,548.00	$ 1,962,649.51	$ 1,383,860.00	$ -	$ 3,346,509.51	$ 1,373,038.49
FY24F&E	FY24 FURNITURE & EQUIPMENT	CIP	$ 120,750.00	$ 63,144.59	$ -	$ -	$ 63,144.59	$ 57,605.41
FY24MAHS	MARVIN RIDGE HIGH HVAC CONTROLS	CIP	$ 1,129,013.00	$ 72,287.70	$ 20,316.66	$ -	$ 92,604.36	$ 1,036,408.64
FY24PAINT	FY24 PAINTING	CIP	$ 1,298,325.00	$ 625,753.95	$ 446,194.00	$ -	$ 1,071,947.95	$ 226,377.05
FY24ROOFIN	FY24 ROOFING	CIP	$ 2,307,976.00	$ 249,298.76	$ 1,461,725.00	$ -	$ 1,660,103.76	$ 596,952.24
FY24SAFETY	FY24 SAFETY & SECURITY	CIP	$ 505,943.00	$ 194,700.01	$ 166,966.32	$ -	$ 361,666.33	$ 144,276.67
FY24VEH.EQ	FY24 VEHICLES & EQUIPMENT	CIP	$ 970,043.00	$ 944,261.61	$ 6,211.90	$ -	$ 950,473.51	$ 19,569.49
FY25BAND	FY25 BAND UNIFORMS & EQUIP	CIP	$ 50,000.00	$ -	$ 49,998.03	$ -	$ 49,998.03	$ 1.97
FY25BLDGSY	FY25 BUILDING SYSTEMS	CIP	$ 3,332,600.00	$ 691,894.41	$ 1,593,189.35	$ -	$ 2,110,515.48	$ 1,047,516.24
FY25EXPREN	FY25 EXPANSION & RENOVATIONS	CIP	$ 4,469,410.00	$ 988,741.64	$ 1,407,500.16	$ -	$ 2,392,188.80	$ 2,073,168.20
FY25F&E	FY25 FURNITURE & EQUIPMENT	CIP	$ 2,500,000.00	$ 554,243.71	$ 455,588.06	$ -	$ 1,009,831.77	$ 1,490,168.23
FY25MAHS	MARVIN RIDGE HIGH CHILLERS	CIP	$ 2,640,000.00	$ 264,790.25	$ 1,688,436.25	$ -	$ 1,775,861.50	$ 686,773.50
FY25SAFETY	FY25 SAFETY & SECURITY	CIP	$ 468,600.00	$ 3,688.33	$ -	$ -	$ 3,688.33	$ 464,911.67
FY25VEH.EQ	FY25 VEHICLES & EQUIPMENT	CIP	$ 3,020,425.00	$ 2,812,436.65	$ 167,110.86	$ -	$ 3,068,707.99	$ 40,877.49
LAPTOPS	LAPTOP LEASES		$ 13,163,359.75	$ 12,854,718.83	$ 3,480,662.59	$ -	$ 16,335,381.42	$ (3,172,021.67)
PWHSBOND	PWHS BOND PROJECT - NEW SCH	BOND	$ 10,995,000.00	$ -	$ 68,000.00	$ -	$ 68,000.00	$ 10,927,000.00

FUNCTION	CODE	DESCRIPTION	FUND	FUND	FUND	FUND	FUND	FUND	TOTAL
	111	**SUPERINTENDENT**	**1**						**1**
6900		Policy, Leadership and Public Relations Services	1						1
	113	**DIRECTOR/SUPERVISOR**	**3**	**20**			**1**		**24**
5500		Co-Curricular Services		2					2
6100		Support and Development Services		7					7
6100		Support and Development Services		1					1
6200		Special Population Support and Development Services	1	2					3
6300		Alternative Programs and Services Support and Development Services		1					1
6400		Technology Support Services		2					2
6500		Operational Support Services	1						1
6500		Operational Support Services		1					1
6600		Financial and Human Resource Services		1					1
6800		System-Wide Pupil Support Services		1					1
6900		Policy, Leadership and Public Relations Services		2					2
7100		Community Services					1		1
7200		Nutrition Services	1						1
	114	**PRINCIPAL**	**52**	**1**					**53**
5400		School Leadership Services	52	1					53
	115	**FINANCE OFFICER**	**1**						**1**
6600		Financial and Human Resource Services	1						1
	116	**ASSISTANT PRINCIPAL(NON TEACH)**	**34**	**54**					**88**
5400		School Leadership Services	34	54					88
	117	**ASSISTANT PRINCIPAL-OTH ASSIGN**	**2**	**7**					**9**
5400		School Leadership Services	2	7					9
	118	**ASSISTANT SUPERINTENDENT**	**2**	**4**					**6**
6600		Financial and Human Resource Services		1					1
6900		Policy, Leadership and Public Relations Services	2	3					5
	121	**TEACHER**	**2197**	**19**	**95**			**9**	**2320**
5100		Regular Instructions Services	1440	18	5				1463
5100		Regular Instructions Services	1						1
5100		Regular Instructions Services	171						171
5100		Regular Instructions Services	13						13
5100		Regular Instructions Services	128	1					129
5100		Regular Instructions Services	116						116
5100		Regular Instructions Services	61						61
5200		Special Populations Services	145		58			1	204
5200		Special Populations Services	18		6			5	29
5200		Special Populations Services	43						43
5200		Special Populations Services	43						43
5300		Alternative Programs and Services	18						18
5300		Alternative Programs and Services			17				17
5300		Alternative Programs and Services			9			3	12
	122	**INTERIM TEACHER**	**1**	**2**					**3**
5100		Regular Instructions Services		2					2
5100		Regular Instructions Services	1						1
	123	**JROTC TEACHER**						**11**	**11**
5100		Regular Instructions Services						11	11
	124	**FOREIGN EXCHANGE (VIF)**	**94**						**94**
5100		Regular Instructions Services	9						9
5100		Regular Instructions Services	84						84
5200		Special Populations Services	1						1
	127	**MASTER TEACHER**	**6**	**1**					**7**
5100		Regular Instructions Services	6	1					7
	131	**INSTRUCTIONAL SUPPORT I**	**174**	**58**	**6**			**6**	**244**
5100		Regular Instructions Services	14						14
5200		Special Populations Services	14	1				1	16
5200		Special Populations Services	1						1
5200		Special Populations Services						1	1
5200		Special Populations Services			1				1
5300		Alternative Programs and Services	2						2
5300		Alternative Programs and Services	5	5					10
5300		Alternative Programs and Services		1	4				5
5800		School-Based Support Services	41	3					44
5800		School-Based Support Services	63	47	1			2	113
5800		School-Based Support Services	34	1				2	37
	132	**INSTRUCTIONAL SUPPORT II**	**42**		**1**			**1**	**44**
5200		Special Populations Services	41		1				42
5200		Special Populations Services	1					1	2
	133	**PSYCHOLOGIST**	**13**						**13**
5200		Special Populations Services	13						13
	135	**INSTRUCTIONAL FACILITATORS**	**29**	**11**	**5**				**45**
5100		Regular Instructions Services	25	11	1				37
5200		Special Populations Services	1						1
5200		Special Populations Services	3						3
5300		Alternative Programs and Services			3				3
5300		Alternative Programs and Services			1				1
	142	**TEACHER ASSISTANT - NCLB**	**521**	**3**	**62**			**6**	**592**

5100		Regular Instructions Services	262	3								265
5200		Special Populations Services	202		41							243
5200		Special Populations Services	34		6						4	44
5200		Special Populations Services	1		1							2
5300		Alternative Programs and Services	20									20
5300		Alternative Programs and Services			6							6
5300		Alternative Programs and Services			8						2	10
5800		School-Based Support Services	2									2
	143	**TUTOR**		**99**	**21**							**120**
5300		Alternative Programs and Services		99	21							120
	144	**INTERPRETER, BRAILLIST, TRANSL**	**4**		**5**						**4**	**13**
5200		Special Populations Services	4							1		5
5200		Special Populations Services									3	3
5300		Alternative Programs and Services			5							5
	145	**THERAPIST**	**30**	**5**							**2**	**37**
5800		School-Based Support Services	30	5						2		37
	146	**SPECIALIST (SCHOOL BASED)**	**16**	**30**	**10**						**3**	**59**
5200		Special Populations Services	3							2		5
5200		Special Populations Services	1									1
5200		Special Populations Services									1	1
5300		Alternative Programs and Services	12	12								24
5300		Alternative Programs and Services			6							6
5800		School-Based Support Services		1								1
5800		School-Based Support Services			1							1
5800		School-Based Support Services		9								9
5800		School-Based Support Services		8								8
5800		School-Based Support Services			3							3
	147	**MONITOR**	**67**	**1**								**68**
5800		School-Based Support Services		1								1
6500		Operational Support Services	67									67
	151	**OFFICE SUPPORT**	**18**	**184**	**3**	**2**	**3**					**210**
5400		School Leadership Services	4	49								53
5400		School Leadership Services	4	50								54
5800		School-Based Support Services	9	43								52
5800		School-Based Support Services		9								9
6100		Support and Development Services		9								9
6100		Support and Development Services	1									1
6200		Special Population Support and Development Services			3							3
6500		Operational Support Services		1								1
6500		Operational Support Services		2								2
6600		Financial and Human Resource Services		12								12
6600		Financial and Human Resource Services		1								1
6800		System-Wide Pupil Support Services		1								1
6900		Policy, Leadership and Public Relations Services										
6900		Policy, Leadership and Public Relations Services		1								1
6900		Policy, Leadership and Public Relations Services		5								5
6900		Policy, Leadership and Public Relations Services		1								1
7100		Community Services					3					3
7200		Nutrition Services				2						2
	152	**TECHNICIAN**		**46**								**46**
5800		School-Based Support Services		1								1
6400		Technology Support Services		43								43
6700		Accountability Services		2								2
	153	**ADMINISTRATIVE SPECIALIST**		**54**	**1**	**7**	**1**					**63**
5800		School-Based Support Services		12								12
6100		Support and Development Services		5								5
6100		Support and Development Services		1								1
6300		Alternative Programs and Services Support and Development Services			1							1
6500		Operational Support Services		2								2
6600		Financial and Human Resource Services		11								11
6600		Financial and Human Resource Services		2								2
6600		Financial and Human Resource Services		1								1
6600		Financial and Human Resource Services		11								11
6600		Financial and Human Resource Services		1								1
6700		Accountability Services		1								1
6800		System-Wide Pupil Support Services		3								3
6900		Policy, Leadership and Public Relations Services		1								1
6900		Policy, Leadership and Public Relations Services		3								3
7100		Community Services					1					1
7200		Nutrition Services				7						7
	171	**DRIVER**	**245**	**3**								**248**
6500		Operational Support Services	245	3								248
	173	**CUSTODIAN**	**257**	**1**								**258**
6500		Operational Support Services	257	1								258
7100		Community Services										
	174	**CAFETERIA WORKER**				**206**						**206**
7200		Nutrition Services				206						206
	175	**SKILLED TRADES**	**47**	**123**		**1**					**1**	**172**

6500		Operational Support Services	47	16						63
6500		Operational Support Services		107					1	108
7200		Nutrition Services				1				1
	176	**MANAGER**				**48**	**11**			**59**
7100		Community Services					11			11
7200		Nutrition Services				48				48
	178	**DAY CARE/BEFORE/AFTER SCH CARE**					**57**			**57**
7100		Community Services					57			57
		GRAND TOTAL BY FUND	**3856**	**726**	**209**	**264**	**73**	**43**		**5171**

Uncertified Numbers
Pulled by DPI on 5/23/2025
Certified will be posted
www.ncpublicschools.org/fbs/accounting - click on Data & Reports
PK included in ADM but not ADA

PMR I	School Number	School Name	Total Enrollment	PK	Visiting	Total with PK/Visiting	ADM	ADA	Present On-Site	Present Off-Site
8	900302	Antioch Elementary	827			827	826	791	100	0
8	900304	Benton Heights Elementary	423	14		437	422	403	100	0
8	900366	Central Academy of Technology and Arts	860			860	860	824	100	0
8	900311	Cuthbertson High	1823		9	1832	1822	1742	100	0
8	900310	Cuthbertson Middle	1322			1322	1321	1261	100	0
8	900306	East Elementary	395	25		420	397	371	100	0
8	900308	East Union Middle	670		1	671	671	624	99.89	0.09
8	900312	Fairview Elementary	390			390	387	367	100	0
8	900316	Forest Hills High	892		3	895	892	821	100	0
8	900318	Hemby Bridge Elementary	475	9	16	500	475	452	100	0
8	900320	Indian Trail Elementary	617	37		654	617	588	100	0
8	900328	Kensington Elementary	904		4	908	903	865	100	0
8	900332	Marshville Elementary	396	18		414	396	373	100	0
8	900334	Marvin Elementary	657	10	27	694	657	632	100	0
8	900393	Marvin Ridge High	1943		7	1950	1943	1869	100	0
8	900391	Marvin Ridge Middle	1280		6	1286	1280	1229	100	0
8	900336	Monroe High	1138		1	1139	1130	1000	99.69	0.31
8	900314	Monroe Middle	803		1	804	802	741	100	0
8	900340	New Salem Elementary	248			248	248	238	100	0
8	900305	New Town Elementary	692	10	5	707	693	661	100	0
8	900344	Parkwood High	1033		6	1039	1032	960	100	0
8	900346	Parkwood Middle	883			883	880	812	99.99	0.01
8	900348	Piedmont High	1206		4	1210	1205	1103	100	0
8	900350	Piedmont Middle	959			959	959	903	100	0
8	900347	Poplin Elementary	771			771	772	736	100	0
8	900341	Porter Ridge Elementary	755	11		766	751	712	100	0
8	900342	Porter Ridge High School	1702		7	1709	1702	1585	100	0
8	900343	Porter Ridge Middle School	1469			1469	1467	1372	99.96	0.04
8	900352	Prospect Elementary	381		1	382	381	359	99.98	0.02
8	900303	Rea View Elementary	632		1	633	633	608	100	0
8	900351	Rock Rest Elementary	370	18		388	371	354	100	0
8	900307	Rocky River Elementary	525	18	1	544	522	494	100	0
8	900353	Sandy Ridge Elementary	533		5	538	533	513	100	0
8	900354	Sardis Elementary	480	56		536	478	457	100	0
8	900356	Shiloh Valley Elementary	563	10		573	563	536	100	0
8	900363	Shiloh Valley Primary School	550	27	4	581	549	519	100	0
8	900365	South Providence	96			96	88	76	99.92	0.08
8	900358	Stallings Elementary	783			783	781	751	100	0
8	900360	Sun Valley High	1203		2	1205	1205	1122	99.91	0.09
8	900362	Sun Valley Middle	919		1	920	919	853	99.55	0.42
8	900367	Union County Early College	303			303	303	294	100	0
8	900364	Union Elementary	289		1	290	288	274	100	0
8	900368	Unionville Elementary	668	9		677	673	642	100	0
8	900370	Walter Bickett Elementary	451	16		467	452	411	100	0
8	900000	Walter Bickett PK		95	55	150				
8	900372	Waxhaw Elementary	585	37	5	627	586	556	100	0
8	900376	Weddington Elementary	645	15	4	664	645	624	100	0
8	900377	Weddington High	1890		1	1891	1890	1819	100	0
8	900378	Weddington Middle	1330			1330	1331	1260	100	0
8	900380	Wesley Chapel Elementary	736			736	736	710	100	0
8	900384	Western Union Elementary	536		2	538	534	502	100	0
8	900388	Wingate Elementary	376	25	3	404	374	353	100	0
8	900392	Wolfe School	112		1	113	112	99	100	0
8 LEA		TOTALS	40489	460	184	41133	40457	38221	99.97	0.02

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

File #: 25-394 **Agenda Date:** 7/14/2025

TITLE:

Tax Refunds, Releases and Prorations Approved by Finance Officer

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

On September 8, 2020, the Board of Commissioners adopted a Resolution Delegating Authority for Tax Releases and Refunds of less than $100 to Union County's Finance Officer. The resolution and NC GS 105-381(b) require such refunds to be reported to the Board regarding actions taken on requests for releases or refunds. All such actions shall be recorded in the Board's minutes. NC GS 105-330.6 authorizes the tax collector to direct an order for a tax refund of prorated taxes to the county finance officer related to surrendering of registered motor vehicle plates. The finance officer shall issue a refund to the vehicle owner. The attached report is for May 2025 NCVTS releases and refunds less than $100 and prorations approved by the finance officer.

FINANCIAL IMPACT:

None.

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
A&R CUSTOM BUILDERS INC.	A&R CUSTOM BUILDERS INC.		621 BARBEE FARM DR		MONROE, NC 28110	Proration	0079986649	VD3950	AUTHORIZED	794982132	Refund Generated due to proration on Bill #0079986649-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($20.12)	$0.00	($20.12)
															200	TAX	($61.95)	$0.00	($61.95)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($2.16)	$0.00	($2.16)
															005	TAX	($0.48)	$0.00	($0.48)
															004	TAX	($3.60)	$0.00	($3.60)
															002	TAX	($46.13)	$0.00	($46.13)
																		Refund	$134.44
ADVANCED RESIDUALS MANAGEMENT LLC	ADVANCED RESIDUALS MANAGEMENT LLC		1503 N ROCKY RIVER RD		MONROE, NC 28110	Proration	0068230209	JJS1623	AUTHORIZED	792508724	Refund Generated due to proration on Bill #0068230209-2024-2024-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($37.50)	$0.00	($37.50)
															200	TAX	($115.46)	$0.00	($115.46)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($4.02)	$0.00	($4.02)
															005	TAX	($0.90)	$0.00	($0.90)
															004	TAX	($6.71)	$0.00	($6.71)
															002	TAX	($85.98)	$0.00	($85.98)
																		Refund	$250.57
AMICK, MARY ANN	AMICK, MARY ANN		830 HEARTWOOD LOOP RD NE		LELAND, NC 28451	Proration	0055730474	AJH4173	AUTHORIZED	678316548	Refund Generated due to proration on Bill #0055730474-2024-2024-0000-00	Vehicle Sold	5/1/2025	5/2/2025	001	TAX	($16.65)	$0.00	($16.65)
															015	TAX	($5.63)	$0.00	($5.63)
															003	TAX	($1.78)	$0.00	($1.78)
															005	TAX	($0.40)	$0.00	($0.40)
															004	TAX	($2.98)	$0.00	($2.98)
															002	TAX	($38.18)	$0.00	($38.18)
																		Refund	$65.62
ARMSTRONG, MICHELLE LEIGH	ARMSTRONG, MICHELLE LEIGH		6303 CLEARWATER DR		INDIAN TRAIL, NC 28079	Proration	0052457644	TCA2147	AUTHORIZED	792968386	Refund Generated due to proration on Bill #0052457644-2024-2024-0000-00	Vehicle Sold	5/8/2025	5/9/2025	001	TAX	($4.75)	$0.00	($4.75)
															600	TAX	($5.38)	$0.00	($5.38)
															023	TAX	($1.49)	$0.00	($1.49)
															003	TAX	($0.51)	$0.00	($0.51)
															005	TAX	($0.12)	$0.00	($0.12)
															004	TAX	($0.85)	$0.00	($0.85)
															002	TAX	($10.88)	$0.00	($10.88)
																		Refund	$23.98
BAGHALZADEH, FARSHIEN	BAGHALZADEH, FARSHIEN		6140 PALOMINO RDG		MATTHEWS, NC 28104	Proration	0077217437	KJN3573	AUTHORIZED	680921922	Refund Generated due to proration on Bill #0077217437-2023-2023-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($1.70)	$0.00	($1.70)
															800	TAX	($0.47)	$0.00	($0.47)
															003	TAX	($0.18)	$0.00	($0.18)
															005	TAX	($0.04)	$0.00	($0.04)
															004	TAX	($0.31)	$0.00	($0.31)
															002	TAX	($3.90)	$0.00	($3.90)
																		Refund	$6.60
BAGHALZADEH, FARSHIEN	BAGHALZADEH, FARSHIEN		6140 PALOMINO RDG		MATTHEWS, NC 28104	Proration	0068957253	REK8545	AUTHORIZED	680921934	Refund Generated due to proration on Bill #0068957253-2023-2023-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($0.68)	$0.00	($0.68)
															800	TAX	($0.19)	$0.00	($0.19)
															003	TAX	($0.07)	$0.00	($0.07)
															005	TAX	($0.02)	$0.00	($0.02)
															004	TAX	($0.12)	$0.00	($0.12)
															002	TAX	($1.56)	$0.00	($1.56)
																		Refund	$2.64
BARAK, FAIZ AHMAD	BARAK, FAIZ AHMAD		5011 SINGLETREE LN		INDIAN TRAIL, NC 28079	Adjustment < $100	0058263265	PLX9345	PENDING	793704786	Refund Generated due to adjustment on Bill #0058263265-2024-2024-0000-00	Over Assessment	5/12/2025		001	TAX	($3.97)	$0.00	($3.97)
															600	TAX	($4.50)	$0.00	($4.50)
															023	TAX	($1.24)	$0.00	($1.24)
															003	TAX	($0.42)	$0.00	($0.42)
															005	TAX	($0.10)	$0.00	($0.10)
															004	TAX	($0.71)	$0.00	($0.71)
															002	TAX	($9.10)	$0.00	($9.10)
																		Refund	$20.04
BARNES, RITA RUSSELL	BARNES, RITA RUSSELL	BARNES, GORDON WILLIAM	2905 TELEFAIR LN		MONROE, NC 28110	Proration	0065835241	JAZZUAR	AUTHORIZED	795235462	Refund Generated due to proration on Bill #0065835241-2024-2024-0000-00	Vehicle Sold	5/21/2025	5/22/2025	001	TAX	($2.96)	$0.00	($2.96)
															200	TAX	($9.12)	$0.00	($9.12)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($0.32)	$0.00	($0.32)
															005	TAX	($0.07)	$0.00	($0.07)
															004	TAX	($0.53)	$0.00	($0.53)
															002	TAX	($6.79)	$0.00	($6.79)
																		Refund	$19.79
BAX, LEO LOUIS II	BAX, LEO LOUIS II		1004 CHRISTOBAL CT		INDIAN TRAIL, NC 28079	Proration	0068630027	JKJ2632	AUTHORIZED	794409476	Refund Generated due to proration on Bill #0068630027-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($8.71)	($0.43)	($9.14)
															600	TAX	($9.87)	($0.49)	($10.36)
															023	TAX	($2.73)	($0.14)	($2.87)
															003	TAX	($0.93)	($0.05)	($0.98)
															005	TAX	($0.21)	($0.01)	($0.22)
															004	TAX	($1.56)	($0.08)	($1.64)
															002	TAX	($19.96)	($1.00)	($20.96)
																		Refund	$46.17
BEYOND BOOKS LLC	BEYOND BOOKS LLC		210 POSTAGE WAY #102		INDIAN TRL, NC 28079	Proration	0077958317	TL6188	AUTHORIZED	795716964	Refund Generated due to proration on Bill #0077958317-2023-2023-0000-00	Vehicle Sold	5/23/2025	5/27/2025	001	TAX	($6.95)	$0.00	($6.95)
															200	TAX	($21.41)	$0.00	($21.41)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($0.74)	$0.00	($0.74)
															005	TAX	($0.16)	$0.00	($0.16)
															004	TAX	($1.24)	$0.00	($1.24)
															002	TAX	($15.94)	$0.00	($15.94)
																		Refund	$46.44

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
BLACKMON, HARRISON MARK	BLACKMON, HARRISON MARK		1809 PINEDELL AVE		MONROE, NC 28110	Proration	0072546770	REH8247	AUTHORIZED	795484501	Refund Generated due to proration on Bill #0072546770-2023-2023-0000-00	Reg . Out of state	5/22/2025	5/23/2025	001	TAX	($1.78)	$0.00	($1.78)
															200	TAX	($5.49)	$0.00	($5.49)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($0.19)	$0.00	($0.19)
															005	TAX	($0.04)	$0.00	($0.04)
															004	TAX	($0.32)	$0.00	($0.32)
															002	TAX	($4.09)	$0.00	($4.09)
																		Refund	$11.91
BLANZ, RICHARD DAVID	BLANZ, RICHARD DAVID	BLANZ, LAURA LEE	605 E OLD HIGHWAY 74		MONROE, NC 28112	Proration	0069220667	RDW2518	AUTHORIZED	792968218	Refund Generated due to proration on Bill #0069220667-2024-2024-0000-00	Vehicle Sold	5/8/2025	5/9/2025	001	TAX	($24.54)	$0.00	($24.54)
															200	TAX	($75.57)	$0.00	($75.57)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($2.63)	$0.00	($2.63)
															005	TAX	($0.58)	$0.00	($0.58)
															004	TAX	($4.39)	$0.00	($4.39)
															002	TAX	($56.28)	$0.00	($56.28)
																		Refund	$163.99
BUIDAK, SIARHEI	BUIDAK, SIARHEI		1031 BANNISTER RD		WAXHAW, NC 28173	Proration	0082160173	LHA3712	AUTHORIZED	908550824	Refund Generated due to proration on Bill #0082160173-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($7.25)	$0.00	($7.25)
															500	TAX	($17.09)	$0.00	($17.09)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($2.32)	$0.00	($2.32)
															003	TAX	($0.78)	$0.00	($0.78)
															005	TAX	($0.17)	$0.00	($0.17)
															004	TAX	($1.29)	$0.00	($1.29)
															002	TAX	($16.61)	$0.00	($16.61)
																		Refund	$45.51
CALVO, FABIAN MARCEL	CALVO, FABIAN MARCEL	CALVO, MELISA HEATHER	2012 WOODSHORN DR		MATTHEWS, NC 28104	Proration	0065907494	JMZ5048	AUTHORIZED	794409497	Refund Generated due to proration on Bill #0065907494-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($15.98)	$0.00	($15.98)
															700	TAX	($21.15)	$0.00	($21.15)
															020	TAX	($5.23)	$0.00	($5.23)
															003	TAX	($1.71)	$0.00	($1.71)
															005	TAX	($0.38)	$0.00	($0.38)
															004	TAX	($2.86)	$0.00	($2.86)
															002	TAX	($36.63)	$0.00	($36.63)
																		Refund	$83.94
CAMPBELL, DONALD EUGENE	CAMPBELL, DONALD EUGENE	CAMPBELL, SUSAN DORIS	608 CONSTABLE DR		CHESAPEAKE, VA 23322	Proration	0079791772	RJE2393	AUTHORIZED	678974658	Refund Generated due to proration on Bill #0079791772-2024-2024-0000-00	Vehicle Sold	5/5/2025	5/6/2025	001	TAX	($18.89)	$0.00	($18.89)
															015	TAX	($6.39)	$0.00	($6.39)
															003	TAX	($2.03)	$0.00	($2.03)
															005	TAX	($0.45)	$0.00	($0.45)
															004	TAX	($3.38)	$0.00	($3.38)
															002	TAX	($43.32)	$0.00	($43.32)
																		Refund	$74.46
CARTER, RICHMOND ARTHUR	CARTER, RICHMOND ARTHUR		4304 BENT GREEN LN		MONROE, NC 28112	Proration	0067835749	TAH9045	AUTHORIZED	681629514	Refund Generated due to proration on Bill #0067835749-2024-2024-0000-00	Vehicle Sold	5/21/2025	5/22/2025	001	TAX	($22.33)	$0.00	($22.33)
															015	TAX	($7.55)	$0.00	($7.55)
															003	TAX	($2.39)	$0.00	($2.39)
															005	TAX	($0.53)	$0.00	($0.53)
															004	TAX	($3.99)	$0.00	($3.99)
															002	TAX	($51.21)	$0.00	($51.21)
																		Refund	$88.00
CHEEMA, SHAWN NAZIR	CHEEMA, SHAWN NAZIR		2015 BALTING GLASS DR		INDIAN TRAIL, NC 28079	Proration	0051586517	HMN3641	AUTHORIZED	791856751	Refund Generated due to proration on Bill #0051586517-2024-2024-0000-00	Vehicle Sold	5/2/2025	5/5/2025	001	TAX	($8.54)	$0.00	($8.54)
															200	TAX	($26.30)	$0.00	($26.30)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($0.91)	$0.00	($0.91)
															005	TAX	($0.20)	$0.00	($0.20)
															004	TAX	($1.53)	$0.00	($1.53)
															002	TAX	($19.59)	$0.00	($19.59)
																		Refund	$57.07
CLARK, TODD ALLEN	CLARK, TODD ALLEN	CLARK, TAMMY JO	1007 LEGACY LAKE DR		MONROE, NC 28110	Proration	0063531915	B0996	AUTHORIZED	793184308	Refund Generated due to proration on Bill #0063531915-2024-2024-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($13.15)	$0.00	($13.15)
															200	TAX	($40.48)	$0.00	($40.48)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($1.41)	$0.00	($1.41)
															005	TAX	($0.31)	$0.00	($0.31)
															004	TAX	($2.35)	$0.00	($2.35)
															002	TAX	($30.14)	$0.00	($30.14)
																		Refund	$87.84
CLASSIC COMMERCIAL CARPETCLEANING INC	CLASSIC COMMERCIAL CARPETCLEANING INC		PO BOX 3094		MATTHEWS, NC 28106	Adjustment < $100	0060358613	RCM2224	PENDING	794409091	Refund Generated due to adjustment on Bill #0060358613-2024-2024-0000-00	Mileage	5/16/2025		001	TAX	($4.00)	$0.00	($4.00)
															600	TAX	($4.53)	$0.00	($4.53)
															019	TAX	($1.57)	$0.00	($1.57)
															003	TAX	($0.43)	$0.00	($0.43)
															005	TAX	($0.10)	$0.00	($0.10)
															004	TAX	($0.72)	$0.00	($0.72)
															002	TAX	($9.17)	$0.00	($9.17)
																		Refund	$20.52

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
COBB, LOUIS KENT	COBB, LOUIS KENT	COBB, JASON DANIEL	156 STEEPLECHASE CIRCLE		WAXHAW, NC 28173	Proration	0074534371	FKZ2172	AUTHORIZED	795715676	Refund Generated due to proration on Bill #0074534371-2024-2024-0000-00	Vehicle Totalled	5/23/2025	5/27/2025	001	TAX	($13.85)	$0.00	($13.85)
															800	TAX	($2.12)	$0.00	($2.12)
															026	TAX	($3.38)	$0.00	($3.38)
															003	TAX	($1.49)	$0.00	($1.49)
															005	TAX	($0.33)	$0.00	($0.33)
															004	TAX	($2.48)	$0.00	($2.48)
															002	TAX	($31.76)	$0.00	($31.76)
																		Refund	$55.41
COLQUITT, RENEE NEIL	COLQUITT, RENEE NEIL		1103 CRAIG AVE		LANCASTER, SC 29720	Proration	0075555427	LAH2012	AUTHORIZED	679872276	Refund Generated due to proration on Bill #0075555427-2024-2024-0000-00	Reg . Out of state	5/9/2025	5/12/2025	001	TAX	($26.19)	($1.32)	($27.51)
															025	TAX	($8.05)	($0.40)	($8.45)
															003	TAX	($2.81)	($0.14)	($2.95)
															005	TAX	($0.63)	($0.03)	($0.66)
															004	TAX	($4.69)	($0.23)	($4.92)
															002	TAX	($60.05)	($3.00)	($63.05)
																		Refund	$107.54
COOPER, BLAIR THOMPSON	COOPER, BLAIR THOMPSON		3907 BALSAM ST		INDIAN TRAIL, NC 28079	Proration	0068189432	CDV1098	AUTHORIZED	793703988	Refund Generated due to proration on Bill #0068189432-2024-2024-0000-00	Vehicle Sold	5/12/2025	5/13/2025	001	TAX	($9.71)	$0.00	($9.71)
															900	TAX	($12.64)	$0.00	($12.64)
															023	TAX	($3.05)	$0.00	($3.05)
															003	TAX	($1.04)	$0.00	($1.04)
															005	TAX	($0.23)	$0.00	($0.23)
															004	TAX	($1.73)	$0.00	($1.73)
															002	TAX	($22.25)	$0.00	($22.25)
																		Refund	$50.65
COPPIN, PHILIPPE ROGER	COPPIN, PHILIPPE ROGER		1321 NORTHHILLS DR		MONROE, NC 28110	Proration	0077972539	VDK6412	AUTHORIZED	794981089	Refund Generated due to proration on Bill #0077972539-2023-2023-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($1.27)	$0.00	($1.27)
															980	TAX	($0.16)	$0.00	($0.16)
															021	TAX	($0.48)	$0.00	($0.48)
															003	TAX	($0.13)	$0.00	($0.13)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.23)	$0.00	($0.23)
															002	TAX	($2.90)	$0.00	($2.90)
																		Refund	$5.20
CORLETT, MATTHEW DAVID	CORLETT, MATTHEW DAVID		8262 HUNLEY RIDGE RD		MATTHEWS, NC 28104	Adjustment < $100	0076930915	KMH5372	PENDING	792968267	Refund Generated due to adjustment on Bill #0076930915-2024-2024-0000-00	Over Assessment	5/8/2025		001	TAX	($9.89)	$0.00	($9.89)
															700	TAX	($13.09)	$0.00	($13.09)
															023	TAX	($3.11)	$0.00	($3.11)
															003	TAX	($1.06)	$0.00	($1.06)
															005	TAX	($0.24)	$0.00	($0.24)
															004	TAX	($1.77)	$0.00	($1.77)
															002	TAX	($22.68)	$0.00	($22.68)
																		Refund	$51.84
COUICK, JERRY RODNEY	COUICK, JERRY RODNEY		5611 COUICK DR		WAXHAW, NC 28173	Proration	0083505806	VFH3213	AUTHORIZED	682644612	Refund Generated due to proration on Bill #0083505806-2024-2024-0000-00	Vehicle Sold	5/28/2025	5/29/2025	001	TAX	($8.80)	$0.00	($8.80)
															028	TAX	($2.82)	$0.00	($2.82)
															003	TAX	($0.94)	$0.00	($0.94)
															005	TAX	($0.21)	$0.00	($0.21)
															004	TAX	($1.58)	$0.00	($1.58)
															002	TAX	($20.17)	$0.00	($20.17)
																		Refund	$34.52
DAVIDSON, GUY CLARENCE JR	DAVIDSON, GUY CLARENCE JR		PO BOX 1531		MATTHEWS, NC 28106	Proration	0067769301	U469R	AUTHORIZED	794409686	Refund Generated due to proration on Bill #0067769301-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($16.12)	$0.00	($16.12)
															600	TAX	($18.28)	$0.00	($18.28)
															026	TAX	($3.93)	$0.00	($3.93)
															003	TAX	($1.73)	$0.00	($1.73)
															005	TAX	($0.38)	$0.00	($0.38)
															004	TAX	($2.88)	$0.00	($2.88)
															002	TAX	($36.97)	$0.00	($36.97)
																		Refund	$80.29
DE HUELBES, CARLOS MANUEL	DE HUELBES, CARLOS MANUEL		4610 CREWE HALL LN		WAXHAW, NC 28173	Adjustment < $100	0069640273	TKE2223	PENDING	908839552	Refund Generated due to adjustment on Bill #0069640273-2024-2024-0000-01	Over Assessment	5/21/2025		001	TAX	($7.32)	$0.00	($7.32)
															500	TAX	($17.27)	$0.00	($17.27)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($2.35)	$0.00	($2.35)
															003	TAX	($0.78)	$0.00	($0.78)
															005	TAX	($0.18)	$0.00	($0.18)
															004	TAX	($1.31)	$0.00	($1.31)
															002	TAX	($16.78)	$0.00	($16.78)
																		Refund	$45.99
DUFRENE, JARED BRENT	DUFRENE, JARED BRENT	DUFRENE, DONETTA BETHANIE	4048 WHISPERWOOD CT		MATTHEWS, NC 28104	Proration	0025854503	CLV6043	AUTHORIZED	678736092	Refund Generated due to proration on Bill #0025854503-2023-2023-0000-00	Vehicle Sold	5/2/2025	5/5/2025	001	TAX	($5.27)	$0.00	($5.27)
															800	TAX	($1.45)	$0.00	($1.45)
															003	TAX	($0.56)	$0.00	($0.56)
															005	TAX	($0.12)	$0.00	($0.12)
															004	TAX	($0.94)	$0.00	($0.94)
															002	TAX	($12.08)	$0.00	($12.08)
																		Refund	$20.42
EFIRD, GARRETT DOUGLAS	EFIRD, GARRETT DOUGLAS		5300 BLACK OAK LN		WAXHAW, NC 28173	Proration	0083628422	VFH3064	AUTHORIZED	682644630	Refund Generated due to proration on Bill #0083628422-2024-2024-0000-00	Vehicle Sold	5/28/2025	5/29/2025	001	TAX	($63.53)	$0.00	($63.53)
															015	TAX	($21.49)	$0.00	($21.49)
															003	TAX	($6.81)	$0.00	($6.81)
															005	TAX	($1.52)	$0.00	($1.52)
															004	TAX	($11.37)	$0.00	($11.37)
															002	TAX	($145.68)	$0.00	($145.68)
																		Refund	$250.40

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
ELLIS, GREGORY PHILLIP	ELLIS, GREGORY PHILLIP		7006 NESBIT RD		WAXHAW, NC 28173	Proration	0081619333	TW4343	AUTHORIZED	566077490	Refund Generated due to proration on Bill #0081619333-2024-2024-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($95.39)	$0.00	($95.39)
															003	TAX	($10.23)	$0.00	($10.23)
															005	TAX	($2.28)	$0.00	($2.28)
															004	TAX	($17.07)	$0.00	($17.07)
															002	TAX	($218.71)	$0.00	($218.71)
																		Refund	$343.68
ELSEY, DAVID MICHAEL	ELSEY, DAVID MICHAEL		3115 DRAKE LN		MONROE, NC 28110	Proration	0008405356	THA7101	AUTHORIZED	794982104	Refund Generated due to proration on Bill #0008405356-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($1.29)	$0.00	($1.29)
															200	TAX	($3.99)	$0.00	($3.99)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($0.14)	$0.00	($0.14)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.23)	$0.00	($0.23)
															002	TAX	($2.97)	$0.00	($2.97)
																		Refund	$8.65
ELZEY, JAN PRESSON	ELZEY, JAN PRESSON		502 E OLD DUTCH RD		MONROE, NC 28110	Proration	0016620566	JEL9804	AUTHORIZED	792969723	Refund Generated due to proration on Bill #0016620566-2024-2024-0000-00	Vehicle Totalled	5/8/2025	5/9/2025	001	TAX	($17.17)	$0.00	($17.17)
															930	TAX	($2.10)	$0.00	($2.10)
															016	TAX	($6.36)	$0.00	($6.36)
															003	TAX	($1.84)	$0.00	($1.84)
															005	TAX	($0.41)	$0.00	($0.41)
															004	TAX	($3.07)	$0.00	($3.07)
															002	TAX	($39.37)	$0.00	($39.37)
																		Refund	$70.32
FARRAR, MICHAEL ANTHONY	FARRAR, MICHAEL ANTHONY		1104 MOUNTAIN LAUREL CT		STALLINGS, NC 28104	Proration	0083659355	VFH3277	AUTHORIZED	795716390	Refund Generated due to proration on Bill #0083659355-2024-2024-0000-00	Vehicle Sold	5/23/2025	5/27/2025	001	TAX	($8.57)	$0.00	($8.57)
															700	TAX	($11.35)	$0.00	($11.35)
															020	TAX	($2.81)	$0.00	($2.81)
															003	TAX	($0.92)	$0.00	($0.92)
															005	TAX	($0.20)	$0.00	($0.20)
															004	TAX	($1.53)	$0.00	($1.53)
															002	TAX	($19.65)	$0.00	($19.65)
																		Refund	$45.03
FERNANDEZ COLMENAREZ, SANTIAGO JAVIER	FERNANDEZ COLMENAREZ, SANTIAGO JAVIER		1207 CANONGATE DR		INDIAN TRAIL, NC 28079	Proration	0082853396	VFH2343	AUTHORIZED	791857640	Refund Generated due to proration on Bill #0082853396-2024-2024-0000-00	Vehicle Sold	5/2/2025	5/5/2025	001	TAX	($13.23)	$0.00	($13.23)
															600	TAX	($15.00)	$0.00	($15.00)
															023	TAX	($4.15)	$0.00	($4.15)
															003	TAX	($1.42)	$0.00	($1.42)
															005	TAX	($0.32)	$0.00	($0.32)
															004	TAX	($2.37)	$0.00	($2.37)
															002	TAX	($30.34)	$0.00	($30.34)
																		Refund	$66.83
FIORE, LOUIS	FIORE, LOUIS		633 WINTER WHEAT CT		MATTHEWS, NC 28104	Proration	0069576175	DML3017	AUTHORIZED	793186051	Refund Generated due to proration on Bill #0069576175-2024-2024-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($74.62)	($3.71)	($78.33)
															800	TAX	($11.43)	($0.58)	($12.01)
															026	TAX	($18.20)	($0.91)	($19.11)
															003	TAX	($8.00)	($0.40)	($8.40)
															005	TAX	($1.78)	($0.09)	($1.87)
															004	TAX	($13.35)	($0.67)	($14.02)
															002	TAX	($171.10)	($8.56)	($179.66)
																		Refund	$313.40
FOSTER, JOSHUA JAMES	FOSTER, JOSHUA JAMES		1423 PINE HEART DR		EDGEMOOR, SC 29712	Proration	0058165955	HLB7576	AUTHORIZED	794188255	Refund Generated due to proration on Bill #0058165955-2024-2024-0000-00	Reg . Out of state	5/15/2025	5/16/2025	001	TAX	($4.19)	$0.00	($4.19)
															600	TAX	($4.75)	$0.00	($4.75)
															023	TAX	($1.31)	$0.00	($1.31)
															003	TAX	($0.45)	$0.00	($0.45)
															005	TAX	($0.10)	$0.00	($0.10)
															004	TAX	($0.75)	$0.00	($0.75)
															002	TAX	($9.60)	$0.00	($9.60)
																		Refund	$21.15
FOWLER, MASTIN LEGRAND	FOWLER, MASTIN LEGRAND		2805 MEHERRIN CT		WAXHAW, NC 28173	Proration	0083602109	VFJ4742	AUTHORIZED	679687518	Refund Generated due to proration on Bill #0083602109-2024-2024-0000-00	Vehicle Sold	5/8/2025	5/9/2025	001	TAX	($0.75)	$0.00	($0.75)
															026	TAX	($0.18)	$0.00	($0.18)
															003	TAX	($0.08)	$0.00	($0.08)
															005	TAX	($0.02)	$0.00	($0.02)
															004	TAX	($0.14)	$0.00	($0.14)
															002	TAX	($1.71)	$0.00	($1.71)
																		Refund	$2.88
FOWLER, MASTIN LEGRAND	FOWLER, MASTIN LEGRAND	FOWLER, MASTIN ROGERS JR	2805 MEHERRIN CT		WAXHAW, NC 28173	Proration	0080126644	VEH5793	AUTHORIZED	679687506	Refund Generated due to proration on Bill #0080126644-2024-2024-0000-00	Vehicle Sold	5/8/2025	5/9/2025	001	TAX	($3.70)	$0.00	($3.70)
															026	TAX	($0.90)	$0.00	($0.90)
															003	TAX	($0.40)	$0.00	($0.40)
															005	TAX	($0.09)	$0.00	($0.09)
															004	TAX	($0.66)	$0.00	($0.66)
															002	TAX	($8.49)	$0.00	($8.49)
																		Refund	$14.24
GABRIEL, COURTNEY MAREE	GABRIEL, COURTNEY MAREE		1416 NATIVE DIVER LN		INDIAN TRAIL, NC 28079	Proration	0081489871	LEZ6258	AUTHORIZED	794981817	Refund Generated due to proration on Bill #0081489871-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($6.66)	$0.00	($6.66)
															600	TAX	($7.55)	$0.00	($7.55)
															023	TAX	($2.09)	$0.00	($2.09)
															003	TAX	($0.72)	$0.00	($0.72)
															005	TAX	($0.16)	$0.00	($0.16)
															004	TAX	($1.19)	$0.00	($1.19)
															002	TAX	($15.28)	$0.00	($15.28)
																		Refund	$33.65

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
GAINER, SCOTT ERIC	GAINER, SCOTT ERIC		6168 FOUR WOOD DR		MATTHEWS, NC 28104	Proration	0070214117	KDM6759	AUTHORIZED	791856555	Refund Generated due to proration on Bill #0070214117-2024-2024-0000-00	Vehicle Totalled	5/2/2025	5/5/2025	001	TAX	($23.79)	$0.00	($23.79)
															700	TAX	($31.49)	$0.00	($31.49)
															023	TAX	($7.47)	$0.00	($7.47)
															003	TAX	($2.55)	$0.00	($2.55)
															005	TAX	($0.57)	$0.00	($0.57)
															004	TAX	($4.26)	$0.00	($4.26)
															002	TAX	($54.56)	$0.00	($54.56)
																		Refund	$124.69
GALLAGHER, KEVIN CHARLES	GALLAGHER, KEVIN CHARLES		3001 MILLBRIDGE PKWY		WAXHAW, NC 28173	Proration	0043067215	FFB5368	AUTHORIZED	907896440	Refund Generated due to proration on Bill #0043067215-2023-2023-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($1.15)	($0.07)	($1.22)
															500	TAX	($2.70)	($0.16)	($2.86)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($0.29)	($0.01)	($0.30)
															003	TAX	($0.12)	($0.01)	($0.13)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.20)	($0.01)	($0.21)
															002	TAX	($2.63)	($0.15)	($2.78)
																		Refund	$7.53
GERBER, JEANINE	GERBER, JEANINE		3416 RED FOX TRL		MATTHEWS, NC 28104	Proration	0084653129	THEBUBBS	AUTHORIZED	682589442	Refund Generated due to proration on Bill #0084653129-2024-2024-0000-00	Other Errors	5/27/2025	5/28/2025	001	TAX	($59.06)	$0.00	($59.06)
															800	TAX	($9.05)	$0.00	($9.05)
															003	TAX	($6.33)	$0.00	($6.33)
															005	TAX	($1.41)	$0.00	($1.41)
															004	TAX	($10.57)	$0.00	($10.57)
															002	TAX	($135.42)	$0.00	($135.42)
																		Refund	$221.84
GONZALEZ BARRERA, MISAEL	GONZALEZ BARRERA, MISAEL		1903 WALKUP AVE		MONROE, NC 28110	Proration	0082797473	RBY3104	AUTHORIZED	797111924	Refund Generated due to proration on Bill #0082797473-2024-2024-0000-00	Vehicle Sold	5/30/2025	6/2/2025	001	TAX	($37.30)	$0.00	($37.30)
															200	TAX	($114.87)	$0.00	($114.87)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($4.00)	$0.00	($4.00)
															005	TAX	($0.89)	$0.00	($0.89)
															004	TAX	($6.67)	$0.00	($6.67)
															002	TAX	($85.54)	$0.00	($85.54)
																		Refund	$249.27
GONZALEZ, MICHAEL	GONZALEZ, MICHAEL		605 CARVER POND LN		WAXHAW, NC 28173	Proration	0039329300	HMH8394	AUTHORIZED	680318028	Refund Generated due to proration on Bill #0039329300-2024-2024-0000-00	Vehicle Totalled	5/12/2025	5/13/2025	001	TAX	($15.45)	$0.00	($15.45)
															026	TAX	($3.77)	$0.00	($3.77)
															003	TAX	($1.66)	$0.00	($1.66)
															005	TAX	($0.37)	$0.00	($0.37)
															004	TAX	($2.77)	$0.00	($2.77)
															002	TAX	($35.43)	$0.00	($35.43)
																		Refund	$59.45
GRAHAM, ALDEN FLEMING	GRAHAM, ALDEN FLEMING		4316 POTTER RD		STALLINGS, NC 28104	Proration	0035324283	EF2158	AUTHORIZED	795715662	Refund Generated due to proration on Bill #0035324283-2024-2024-0000-00	Vehicle Sold	5/23/2025	5/27/2025	001	TAX	($29.60)	$0.00	($29.60)
															700	TAX	($39.18)	$0.00	($39.18)
															020	TAX	($9.70)	$0.00	($9.70)
															003	TAX	($3.17)	$0.00	($3.17)
															005	TAX	($0.71)	$0.00	($0.71)
															004	TAX	($5.30)	$0.00	($5.30)
															002	TAX	($67.88)	$0.00	($67.88)
																		Refund	$155.54
GROSS, JEFFREY JOHN	GROSS, JEFFREY JOHN		1400 LONGLEAF CT		MATTHEWS, NC 28104	Proration	0070483646	TMH3045	AUTHORIZED	791369145	Refund Generated due to proration on Bill #0070483646-2024-2024-0000-00	Vehicle Sold	5/1/2025	5/2/2025	001	TAX	($14.96)	$0.00	($14.96)
															800	TAX	($2.29)	$0.00	($2.29)
															026	TAX	($3.65)	$0.00	($3.65)
															003	TAX	($1.61)	$0.00	($1.61)
															005	TAX	($0.36)	$0.00	($0.36)
															004	TAX	($2.67)	$0.00	($2.67)
															002	TAX	($34.30)	$0.00	($34.30)
																		Refund	$59.84
GUTHRIE, PHILIP GILBERT	GUTHRIE, PHILIP GILBERT		1714 CHESTNUT LN		MATTHEWS, NC 28104	Proration	0081607861	VCM1173	AUTHORIZED	792137080	Refund Generated due to proration on Bill #0081607861-2024-2024-0000-00	Vehicle Sold	5/5/2025	5/6/2025	001	TAX	($38.54)	$0.00	($38.54)
															600	TAX	($43.69)	$0.00	($43.69)
															020	TAX	($12.63)	$0.00	($12.63)
															003	TAX	($4.13)	$0.00	($4.13)
															005	TAX	($0.92)	$0.00	($0.92)
															004	TAX	($6.89)	$0.00	($6.89)
															002	TAX	($88.36)	$0.00	($88.36)
																		Refund	$195.16
HAIRSTON, TYRONE LANE	HAIRSTON, TYRONE LANE		2443 SILVERTHORNE DR		MONROE, NC 28110	Adjustment < $100	0084428410	CR94759	PENDING	679686990	Refund Generated due to adjustment on Bill #0084428410-2024-2024-0000-00	Over Assessment	5/8/2025		001	TAX	($9.12)	$0.00	($9.12)
															021	TAX	($3.79)	$0.00	($3.79)
															003	TAX	($0.98)	$0.00	($0.98)
															005	TAX	($0.21)	$0.00	($0.21)
															004	TAX	($1.63)	$0.00	($1.63)
															002	TAX	($20.92)	$0.00	($20.92)
																		Refund	$36.65
HATCH, DAVID WAYNE	HATCH, DAVID WAYNE		605 LYNN ST		WAXHAW, NC 28173	Proration	0072904900	ZP1574	AUTHORIZED	910192568	Refund Generated due to proration on Bill #0072904900-2023-2023-0000-00	Vehicle Totalled	5/28/2025	5/30/2025	001	TAX	($20.51)	($1.47)	($21.98)
															500	TAX	($48.38)	($3.51)	($51.89)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($5.27)	($0.39)	($5.66)
															003	TAX	($2.20)	($0.16)	($2.36)
															005	TAX	($0.49)	($0.04)	($0.53)
															004	TAX	($3.67)	($0.27)	($3.94)
															002	TAX	($47.02)	($3.41)	($50.43)
																		Refund	$136.79

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
HAWVER, KRISTINA MARIE	HAWVER, KRISTINA MARIE		5720 ANSEL DEESE RD		MARSHVILLE, NC 28103	Proration	0068212625	JMA3931	AUTHORIZED	566076825	Refund Generated due to proration on Bill #0068212625-2024-2024-0000-00	Vehicle Totalled	5/6/2025	5/8/2025	001	TAX	($17.21)	$0.00	($17.21)
															003	TAX	($1.85)	$0.00	($1.85)
															005	TAX	($0.41)	$0.00	($0.41)
															004	TAX	($3.08)	$0.00	($3.08)
															002	TAX	($39.47)	$0.00	($39.47)
																		Refund	$62.02
HEARTLAND CONTRACTING LLC	HEARTLAND CONTRACTING LLC		1064 VAN BUREN AVE STE 8		INDIAN TRAIL, NC 28079	Proration	0063084829	JA7661	AUTHORIZED	792507772	Refund Generated due to proration on Bill #0063084829-2024-2024-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($20.66)	$0.00	($20.66)
															600	TAX	($23.42)	$0.00	($23.42)
															020	TAX	($6.77)	$0.00	($6.77)
															003	TAX	($2.21)	$0.00	($2.21)
															005	TAX	($0.49)	$0.00	($0.49)
															004	TAX	($3.70)	$0.00	($3.70)
															002	TAX	($47.37)	$0.00	($47.37)
																		Refund	$104.62
HENRY, ANILA	HENRY, ANILA		2300 COLTSGATE RD		WAXHAW, NC 28173	Proration	0080708342	LEH1429	AUTHORIZED	907896480	Refund Generated due to proration on Bill #0080708342-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($14.22)	$0.00	($14.22)
															500	TAX	($33.56)	$0.00	($33.56)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($4.56)	$0.00	($4.56)
															003	TAX	($1.52)	$0.00	($1.52)
															005	TAX	($0.34)	$0.00	($0.34)
															004	TAX	($2.55)	$0.00	($2.55)
															002	TAX	($32.62)	$0.00	($32.62)
																		Refund	$89.37
HENRY, ANILA	HENRY, ANILA		2300 COLTSGATE RD		WAXHAW, NC 28173	Proration	0080708385	LEH1432	AUTHORIZED	907896488	Refund Generated due to proration on Bill #0080708385-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($14.22)	$0.00	($14.22)
															500	TAX	($33.56)	$0.00	($33.56)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($4.56)	$0.00	($4.56)
															003	TAX	($1.52)	$0.00	($1.52)
															005	TAX	($0.34)	$0.00	($0.34)
															004	TAX	($2.55)	$0.00	($2.55)
															002	TAX	($32.62)	$0.00	($32.62)
																		Refund	$89.37
HILDRETH, JOSEPH RANDALL	HILDRETH, JOSEPH RANDALL		1822 SUTTER CREEK DR		WAXHAW, NC 28173	Proration	0074065182	VBC9759	AUTHORIZED	678974742	Refund Generated due to proration on Bill #0074065182-2024-2024-0000-00	Vehicle Sold	5/5/2025	5/6/2025	001	TAX	($15.91)	($0.79)	($16.70)
															015	TAX	($5.38)	($0.27)	($5.65)
															003	TAX	($1.70)	($0.09)	($1.79)
															005	TAX	($0.38)	($0.02)	($0.40)
															004	TAX	($2.85)	($0.14)	($2.99)
															002	TAX	($36.48)	($1.82)	($38.30)
																		Refund	$65.83
HOGSED, DAVID THOMPSON	HOGSED, DAVID THOMPSON		1209 APPLEGATE PKWY		WAXHAW, NC 28173	Proration	0079734164	LDP1633	AUTHORIZED	797113478	Refund Generated due to proration on Bill #0079734164-2024-2024-0000-00	Vehicle Sold	5/30/2025	6/2/2025	001	TAX	($10.83)	$0.00	($10.83)
															970	TAX	($1.09)	$0.00	($1.09)
															026	TAX	($2.64)	$0.00	($2.64)
															003	TAX	($1.16)	$0.00	($1.16)
															005	TAX	($0.26)	$0.00	($0.26)
															004	TAX	($1.94)	$0.00	($1.94)
															002	TAX	($24.83)	$0.00	($24.83)
																		Refund	$42.75
HOOPAUGH GRADING COMPANYLLC	HOOPAUGH GRADING COMPANYLLC		4006 VAN DYKE CT		MONROE, NC 28110	Proration	0079676417	HK1266	AUTHORIZED	681411870	Refund Generated due to proration on Bill #0079676417-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($13.15)	$0.00	($13.15)
															023	TAX	($4.12)	$0.00	($4.12)
															003	TAX	($1.41)	$0.00	($1.41)
															005	TAX	($0.31)	$0.00	($0.31)
															004	TAX	($2.35)	$0.00	($2.35)
															002	TAX	($30.16)	$0.00	($30.16)
																		Refund	$51.50
HOOPAUGH GRADING COMPANYLLC	HOOPAUGH GRADING COMPANYLLC		4006 VAN DYKE CT		MONROE, NC 28110	Proration	0078697434	EZ5388	AUTHORIZED	681411852	Refund Generated due to proration on Bill #0078697434-2023-2023-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($8.32)	$0.00	($8.32)
															023	TAX	($2.25)	$0.00	($2.25)
															003	TAX	($0.89)	$0.00	($0.89)
															005	TAX	($0.20)	$0.00	($0.20)
															004	TAX	($1.49)	$0.00	($1.49)
															002	TAX	($19.07)	$0.00	($19.07)
																		Refund	$32.22
HORNER, JASON LEE	HORNER, JASON LEE		508 E SOUTH MAIN STREET		WAXHAW, NC 28173	Proration	0071504127	HHC8596	AUTHORIZED	905722832	Refund Generated due to proration on Bill #0071504127-2024-2024-0000-00	Vehicle Totalled	5/6/2025	5/8/2025	001	TAX	($93.33)	$0.00	($93.33)
															500	TAX	($220.18)	$0.00	($220.18)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($29.91)	$0.00	($29.91)
															003	TAX	($10.01)	$0.00	($10.01)
															005	TAX	($2.23)	$0.00	($2.23)
															004	TAX	($16.70)	$0.00	($16.70)
															002	TAX	($214.00)	$0.00	($214.00)
																		Refund	$586.36
HORNING, ROBERT LEWIS	HORNING, ROBERT LEWIS	HORNING, JANNA BURGESS	304 SUNHARVEST LN		INDIAN TRAIL, NC 28079	Proration	0083261356	PLT6400	AUTHORIZED	794409441	Refund Generated due to proration on Bill #0083261356-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($14.35)	($0.74)	($15.09)
															600	TAX	($16.26)	($0.81)	($17.07)
															023	TAX	($4.50)	($0.22)	($4.72)
															003	TAX	($1.54)	($0.07)	($1.61)
															005	TAX	($0.34)	($0.01)	($0.35)
															004	TAX	($2.56)	($0.13)	($2.69)
															002	TAX	($32.89)	($1.64)	($34.53)
																		Refund	$76.06

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
HOUSTON, ANTHONY REGINALD	HOUSTON, ANTHONY REGINALD		525 MCMILLAN DR		INDIAN TRAIL, NC 28079	Proration	0071243596	KCC5959	AUTHORIZED	791856590	Refund Generated due to proration on Bill #0071243596-2023-2023-0000-00	Vehicle Totalled	5/2/2025	5/5/2025	001	TAX	($5.43)	$0.00	($5.43)
															600	TAX	($6.15)	$0.00	($6.15)
															020	TAX	($1.59)	$0.00	($1.59)
															003	TAX	($0.58)	$0.00	($0.58)
															005	TAX	($0.13)	$0.00	($0.13)
															004	TAX	($0.97)	$0.00	($0.97)
															002	TAX	($12.44)	$0.00	($12.44)
																		Refund	$27.29
IVEY, JORDAN LEE	IVEY, JORDAN LEE		415 LOCHAVEN RD		WAXHAW, NC 28173	Proration	0082957567	LEV9857	AUTHORIZED	794408629	Refund Generated due to proration on Bill #0082957567-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($109.67)	$0.00	($109.67)
															800	TAX	($16.80)	$0.00	($16.80)
															026	TAX	($26.74)	$0.00	($26.74)
															003	TAX	($11.76)	$0.00	($11.76)
															005	TAX	($2.62)	$0.00	($2.62)
															004	TAX	($19.62)	$0.00	($19.62)
															002	TAX	($251.46)	$0.00	($251.46)
																		Refund	$438.67
IZAGUIRRE, JOSEPH ISAIAH	IZAGUIRRE, JOSEPH ISAIAH		9302 OLD FERRY RD		UNIONVILLE, NC 28110	Adjustment < $100	0080550256	TFL2264	PENDING	909389520	Refund Generated due to adjustment on Bill #0080550256-2024-2024-0000	Situs error	5/23/2025		001	TAX	$0.00	$0.00	$0.00
															200	TAX	($18.19)	$0.00	($18.19)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															016	TAX	$2.19	$0.00	$2.19
															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	$46.00
JENNINGS, KEENAN WAYNE	JENNINGS, KEENAN WAYNE		79050 RIDGEHAVEN RD		LANCASTER, SC 29720	Proration	0082629873	LFH4561	AUTHORIZED	680921640	Refund Generated due to proration on Bill #0082629873-2024-2024-0000-00	Reg . Out of state	5/16/2025	5/20/2025	001	TAX	($75.50)	$0.00	($75.50)
															023	TAX	($23.68)	$0.00	($23.68)
															003	TAX	($8.10)	$0.00	($8.10)
															005	TAX	($1.81)	$0.00	($1.81)
															004	TAX	($13.51)	$0.00	($13.51)
															002	TAX	($173.12)	$0.00	($173.12)
																		Refund	$295.72
JENNINGS, KEENAN WAYNE	JENNINGS, KEENAN WAYNE		79050 RIDGEHAVEN RD		LANCASTER, SC 29720	Proration	0058374102	PMX4943	AUTHORIZED	680921634	Refund Generated due to proration on Bill #0058374102-2024-2024-0000-00	Reg . Out of state	5/16/2025	5/20/2025	001	TAX	($9.25)	$0.00	($9.25)
															023	TAX	($2.90)	$0.00	($2.90)
															003	TAX	($0.99)	$0.00	($0.99)
															005	TAX	($0.22)	$0.00	($0.22)
															004	TAX	($1.66)	$0.00	($1.66)
															002	TAX	($21.19)	$0.00	($21.19)
																		Refund	$36.21
JONES, GRACE ELIZABETH	JONES, GRACE ELIZABETH		4602 TRADD CIR		MONROE, NC 28110	Proration	0083008230	KFT6589	AUTHORIZED	796769645	Refund Generated due to proration on Bill #0083008230-2024-2024-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($52.29)	$0.00	($52.29)
															200	TAX	($161.00)	$0.00	($161.00)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															003	TAX	($5.61)	$0.00	($5.61)
															005	TAX	($1.25)	$0.00	($1.25)
															004	TAX	($9.36)	$0.00	($9.36)
															002	TAX	($119.89)	$0.00	($119.89)
																		Refund	$379.40
KEECH, DENISE RENEE	KEECH, DENISE RENEE		415 S JACKSON AVE		WAXHAW, NC 28173	Proration	0071722778	TCP1894	AUTHORIZED	910192872	Refund Generated due to proration on Bill #0071722778-2024-2024-0000-00	Vehicle Sold	5/28/2025	5/29/2025	001	TAX	($4.04)	$0.00	($4.04)
															500	TAX	($9.53)	$0.00	($9.53)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($1.29)	$0.00	($1.29)
															003	TAX	($0.43)	$0.00	($0.43)
															005	TAX	($0.10)	$0.00	($0.10)
															004	TAX	($0.72)	$0.00	($0.72)
															002	TAX	($9.26)	$0.00	($9.26)
																		Refund	$25.37
KENNEDY, RYAN OWEN	KENNEDY, RYAN OWEN		1610 ASHBURN RIDGE DR		WAXHAW, NC 28173	Proration	0052803262	JDX8419	AUTHORIZED	680922642	Refund Generated due to proration on Bill #0052803262-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($44.93)	$0.00	($44.93)
															015	TAX	($15.20)	$0.00	($15.20)
															003	TAX	($4.82)	$0.00	($4.82)
															005	TAX	($1.07)	$0.00	($1.07)
															004	TAX	($8.04)	$0.00	($8.04)
															002	TAX	($103.01)	$0.00	($103.01)
																		Refund	$177.07
KOTAMSETTY, RAMA MANOHAR	KOTAMSETTY, RAMA MANOHAR		604 BAILEY MILLS DR		STALLINGS, NC 28104	Proration	0080383516	KMX5569	AUTHORIZED	793186219	Refund Generated due to proration on Bill #0080383516-2024-2024-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($11.19)	$0.00	($11.19)
															200	TAX	($34.47)	$0.00	($34.47)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($1.20)	$0.00	($1.20)
															005	TAX	($0.27)	$0.00	($0.27)
															004	TAX	($2.00)	$0.00	($2.00)
															002	TAX	($25.67)	$0.00	($25.67)
																		Refund	$74.80
KURJANOVICS, VITALIJS	KURJANOVICS, VITALIJS		4223 BENT GREEN LN		MONROE, NC 28112	Proration	0083201135	LHB2290	AUTHORIZED	680346192	Refund Generated due to proration on Bill #0083201135-2024-2024-0000-00	Vehicle Sold	5/13/2025	5/16/2025	001	TAX	($77.77)	$0.00	($77.77)
															015	TAX	($26.30)	$0.00	($26.30)
															003	TAX	($8.34)	$0.00	($8.34)
															005	TAX	($1.86)	$0.00	($1.86)
															004	TAX	($13.92)	$0.00	($13.92)
															002	TAX	($178.31)	$0.00	($178.31)
																		Refund	$306.50

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
LAMPHER, ROBERT JOSEPH	LAMPHER, ROBERT JOSEPH		3945 OSTLER CT		LANCASTER, SC 29720	Proration	0081268109	LBC9067	AUTHORIZED	795715627	Refund Generated due to proration on Bill #0081268109-2024-2024-0000-00	Reg . Out of state	5/23/2025	5/27/2025	001	TAX	($139.86)	$0.00	($139.86)
															800	TAX	($21.42)	$0.00	($21.42)
															026	TAX	($34.11)	$0.00	($34.11)
															003	TAX	($15.00)	$0.00	($15.00)
															005	TAX	($3.34)	$0.00	($3.34)
															004	TAX	($25.02)	$0.00	($25.02)
															002	TAX	($320.68)	$0.00	($320.68)
																		Refund	$559.43
LAMPHER, ROBERT JOSEPH	LAMPHER, ROBERT JOSEPH		3945 OSTLER CT		LANCASTER, SC 29720	Proration	0079435089	464NSM	AUTHORIZED	795715634	Refund Generated due to proration on Bill #0079435089-2024-2024-0000-00	Reg . Out of state	5/23/2025	5/27/2025	001	TAX	($49.54)	$0.00	($49.54)
															800	TAX	($7.59)	$0.00	($7.59)
															026	TAX	($12.08)	$0.00	($12.08)
															003	TAX	($5.31)	$0.00	($5.31)
															005	TAX	($1.18)	$0.00	($1.18)
															004	TAX	($8.86)	$0.00	($8.86)
															002	TAX	($113.59)	$0.00	($113.59)
																		Refund	$198.15
LAMPHER, ROBERT JOSEPH	LAMPHER, ROBERT JOSEPH		3945 OSTLER CT		LANCASTER, SC 29720	Proration	0079435088	KDE8739	AUTHORIZED	795715648	Refund Generated due to proration on Bill #0079435088-2024-2024-0000-00	Reg . Out of state	5/23/2025	5/27/2025	001	TAX	($39.80)	$0.00	($39.80)
															800	TAX	($6.10)	$0.00	($6.10)
															026	TAX	($9.70)	$0.00	($9.70)
															003	TAX	($4.27)	$0.00	($4.27)
															005	TAX	($0.95)	$0.00	($0.95)
															004	TAX	($7.12)	$0.00	($7.12)
															002	TAX	($91.26)	$0.00	($91.26)
																		Refund	$159.20
LAWRENCE, SCOTT DAVID	LAWRENCE, SCOTT DAVID		706 WILLOUGHBY RD		MONROE, NC 28110	Proration	0063169284	FHV2197	AUTHORIZED	681628986	Refund Generated due to proration on Bill #0063169284-2023-2023-0000-00	Vehicle Sold	5/21/2025	5/22/2025	001	TAX	($7.49)	$0.00	($7.49)
															026	TAX	($1.72)	$0.00	($1.72)
															003	TAX	($0.80)	$0.00	($0.80)
															005	TAX	($0.18)	$0.00	($0.18)
															004	TAX	($1.34)	$0.00	($1.34)
															002	TAX	($17.16)	$0.00	($17.16)
																		Refund	$28.69
LEARDI, BRENDA GAIL	LEARDI, BRENDA GAIL		7563 DANIEL COLLINS CT		THE VILLAGES, FL 34762	Proration	0068591630	EFT6249	AUTHORIZED	906498360	Refund Generated due to proration on Bill #0068591630-2024-2024-0000-00	Reg . Out of state	5/9/2025	5/12/2025	001	TAX	($18.70)	$0.00	($18.70)
															500	TAX	($44.12)	$0.00	($44.12)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($5.99)	$0.00	($5.99)
															003	TAX	($2.01)	$0.00	($2.01)
															005	TAX	($0.45)	$0.00	($0.45)
															004	TAX	($3.35)	$0.00	($3.35)
															002	TAX	($42.88)	$0.00	($42.88)
																		Refund	$117.50
LEE, LAP KUEN	LEE, LAP KUEN		2212 MADEIRA CIR		WAXHAW, NC 28173	Proration	0065589193	TKJ5333	AUTHORIZED	682042512	Refund Generated due to proration on Bill #0065589193-2024-2024-0000-00	Vehicle Totalled	5/23/2025	5/27/2025	001	TAX	($9.47)	$0.00	($9.47)
															015	TAX	($3.20)	$0.00	($3.20)
															003	TAX	($1.02)	$0.00	($1.02)
															005	TAX	($0.23)	$0.00	($0.23)
															004	TAX	($1.70)	$0.00	($1.70)
															002	TAX	($21.72)	$0.00	($21.72)
																		Refund	$37.34
LEWIS, ETHAN MICHAEL	LEWIS, ETHAN MICHAEL		3433 DELAMERE DR		MATTHEWS, NC 28104	Proration	0081773341	LFM298S	AUTHORIZED	796354223	Refund Generated due to proration on Bill #0081773341-2024-2024-0000-00	Vehicle Totalled	5/27/2025	5/28/2025	001	TAX	($11.75)	$0.00	($11.75)
															600	TAX	($13.32)	$0.00	($13.32)
															020	TAX	($3.85)	$0.00	($3.85)
															003	TAX	($1.26)	$0.00	($1.26)
															005	TAX	($0.28)	$0.00	($0.28)
															004	TAX	($2.10)	$0.00	($2.10)
															002	TAX	($26.94)	$0.00	($26.94)
																		Refund	$59.50
LITTLE, MICHAEL BOYCE	LITTLE, MICHAEL BOYCE		6211 NEW HOPE CHURCH RD		MARSHVILLE, NC 28103	Proration	0069583294	TEZ271S	AUTHORIZED	678316872	Refund Generated due to proration on Bill #0069583294-2024-2024-0000-00	Vehicle Sold	5/1/2025	5/2/2025	001	TAX	($31.72)	$0.00	($31.72)
															017	TAX	($11.43)	$0.00	($11.43)
															003	TAX	($3.40)	$0.00	($3.40)
															005	TAX	($0.76)	$0.00	($0.76)
															004	TAX	($5.67)	$0.00	($5.67)
															002	TAX	($72.72)	$0.00	($72.72)
																		Refund	$125.70
LITTLE, MICHAEL BOYCE	LITTLE, MICHAEL BOYCE		6211 NEW HOPE CHURCH RD		MARSHVILLE, NC 28103	Proration	0070201408	KCV1825	AUTHORIZED	678316836	Refund Generated due to proration on Bill #0070201408-2024-2024-0000-00	Vehicle Sold	5/1/2025	5/2/2025	001	TAX	($55.71)	$0.00	($55.71)
															017	TAX	($20.07)	$0.00	($20.07)
															003	TAX	($5.97)	$0.00	($5.97)
															005	TAX	($1.33)	$0.00	($1.33)
															004	TAX	($9.97)	$0.00	($9.97)
															002	TAX	($127.73)	$0.00	($127.73)
																		Refund	$220.78
LOWDER, TONY WILLIAM JR	LOWDER, TONY WILLIAM JR		1200 MORNINGSIDE MEADOW L		MATTHEWS, NC 28104	Proration	0074620569	VCF9160	AUTHORIZED	794409693	Refund Generated due to proration on Bill #0074620569-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($2.52)	$0.00	($2.52)
															700	TAX	($3.34)	$0.00	($3.34)
															020	TAX	($0.82)	$0.00	($0.82)
															003	TAX	($0.27)	$0.00	($0.27)
															005	TAX	($0.06)	$0.00	($0.06)
															004	TAX	($0.45)	$0.00	($0.45)
															002	TAX	($5.78)	$0.00	($5.78)
																		Refund	$13.24

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
LOWDER, TONY WILLIAM JR	LOWDER, TONY WILLIAM JR		1200 MORNINGSIDE MEADOW L		MATTHEWS, NC 28104	Proration	0076812452	VCL9838	AUTHORIZED	797113149	Refund Generated due to proration on Bill #0076812452-2024-2024-0000-00	Vehicle Sold	5/30/2025	6/2/2025	001	TAX	($15.88)	$0.00	($15.88)
															700	TAX	($21.02)	$0.00	($21.02)
															020	TAX	($5.21)	$0.00	($5.21)
															003	TAX	($1.70)	$0.00	($1.70)
															005	TAX	($0.38)	$0.00	($0.38)
															004	TAX	($2.84)	$0.00	($2.84)
															002	TAX	($36.42)	$0.00	($36.42)
																		Refund	$83.45
LUNSFORD, SHANE ADRIAN	LUNSFORD, SHANE ADRIAN		2621 SKI TRAIL LN		WAXHAW, NC 28173	Proration	0078530378	TLV5471	AUTHORIZED	679293222	Refund Generated due to proration on Bill #0078530378-2023-2023-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($1.27)	$0.00	($1.27)
															028	TAX	($0.32)	$0.00	($0.32)
															003	TAX	($0.14)	$0.00	($0.14)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.23)	$0.00	($0.23)
															002	TAX	($2.90)	$0.00	($2.90)
																		Refund	$4.89
LYASHENKO, OLEG ALEKSANDROVICH	LYASHENKO, OLEG ALEKSANDROVICH		4710 OLD PAGELAND	MARSHVILLE RD	MONROE, NC 28112	Proration	0078892110	VDK6807	AUTHORIZED	682944600	Refund Generated due to proration on Bill #0078892110-2023-2023-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($0.32)	$0.00	($0.32)
															027	TAX	($0.11)	$0.00	($0.11)
															003	TAX	($0.03)	$0.00	($0.03)
															005	TAX	($0.01)	$0.00	($0.01)
															004	TAX	($0.06)	$0.00	($0.06)
															002	TAX	($0.74)	$0.00	($0.74)
																		Refund	$1.27
MARGIES, ANNE MARIE	MARGIES, ANNE MARIE		3401 TAVISTON DR		WAXHAW, NC 28173	Proration	0081742800	VEP5270	AUTHORIZED	908550536	Refund Generated due to proration on Bill #0081742800-2024-2024-0000-00	Vehicle Totalled	5/20/2025	5/21/2025	001	TAX	($10.24)	$0.00	($10.24)
															500	TAX	($24.15)	$0.00	($24.15)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($3.28)	$0.00	($3.28)
															003	TAX	($1.10)	$0.00	($1.10)
															005	TAX	($0.25)	$0.00	($0.25)
															004	TAX	($1.83)	$0.00	($1.83)
															002	TAX	($23.47)	$0.00	($23.47)
																		Refund	$64.32
MARTINOS, JAMES	MARTINOS, JAMES		245 BOUCHARD DR		WAXHAW, NC 28173	Proration	0080184578	RJT3808	AUTHORIZED	680922474	Refund Generated due to proration on Bill #0080184578-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($4.11)	$0.00	($4.11)
															015	TAX	($1.39)	$0.00	($1.39)
															003	TAX	($0.44)	$0.00	($0.44)
															005	TAX	($0.10)	$0.00	($0.10)
															004	TAX	($0.74)	$0.00	($0.74)
															002	TAX	($9.43)	$0.00	($9.43)
																		Refund	$16.21
MCCUNE, MEGAN DANIELLE	MCCUNE, MEGAN DANIELLE		606 CHARLES FRANKLIN ST		MONROE, NC 28110	Proration	0075929557	HLS7187	AUTHORIZED	679292754	Refund Generated due to proration on Bill #0075929557-2024-2024-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($31.19)	$0.00	($31.19)
															019	TAX	($12.19)	$0.00	($12.19)
															003	TAX	($3.35)	$0.00	($3.35)
															005	TAX	($0.75)	$0.00	($0.75)
															004	TAX	($5.58)	$0.00	($5.58)
															002	TAX	($71.52)	$0.00	($71.52)
																		Refund	$124.58
MCWHORTER, WYONE	MCWHORTER, WYONE		201 S PROVIDENCE ST		WAXHAW, NC 28173	Proration	0064661643	TDC5035	AUTHORIZED	906497200	Refund Generated due to proration on Bill #0064661643-2023-2023-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($3.82)	$0.00	($3.82)
															500	TAX	($9.01)	$0.00	($9.01)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($0.98)	$0.00	($0.98)
															003	TAX	($0.41)	$0.00	($0.41)
															005	TAX	($0.09)	$0.00	($0.09)
															004	TAX	($0.68)	$0.00	($0.68)
															002	TAX	($8.76)	$0.00	($8.76)
																		Refund	$23.75
MELTON, MARY HARRINGTON	MELTON, MARY HARRINGTON		1319 MARSH RD		MARSHVILLE, NC 28103	Proration	0074562876	TMK4834	AUTHORIZED	681629550	Refund Generated due to proration on Bill #0074562876-2024-2024-0000-00	Vehicle Sold	5/21/2025	5/22/2025	001	TAX	($12.22)	$0.00	($12.22)
															018	TAX	($5.51)	$0.00	($5.51)
															003	TAX	($1.31)	$0.00	($1.31)
															005	TAX	($0.29)	$0.00	($0.29)
															004	TAX	($2.19)	$0.00	($2.19)
															002	TAX	($28.01)	$0.00	($28.01)
																		Refund	$49.53
MESTEL, JANN	MESTEL, JANN		2308 OLD PAGLND MARSHVL R		MARSHVILLE, NC 28103	Proration	0077066800	VDJ8765	AUTHORIZED	682944618	Refund Generated due to proration on Bill #0077066800-2024-2024-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($18.40)	$0.00	($18.40)
															024	TAX	($9.02)	$0.00	($9.02)
															003	TAX	($1.97)	$0.00	($1.97)
															005	TAX	($0.44)	$0.00	($0.44)
															004	TAX	($3.29)	$0.00	($3.29)
															002	TAX	($42.19)	$0.00	($42.19)
																		Refund	$75.31
MISKI, BRIAN RONALD	MISKI, BRIAN RONALD		4300 HADDINGTON DR		INDIAN LAND, SC 29707	Proration	0080771287	0AKSDU	AUTHORIZED	794409588	Refund Generated due to proration on Bill #0080771287-2024-2024-0000-00	Reg . Out of state	5/16/2025	5/20/2025	001	TAX	($47.91)	$0.00	($47.91)
															200	TAX	($147.52)	$0.00	($147.52)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($5.14)	$0.00	($5.14)
															005	TAX	($1.15)	$0.00	($1.15)
															004	TAX	($8.57)	$0.00	($8.57)
															002	TAX	($109.86)	$0.00	($109.86)
																		Refund	$320.15

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
MOISEYENKO, IVAN NIKOLAYEVICH	MOISEYENKO, IVAN NIKOLAYEVICH		3917 LAUREL VIEW CIR		INDIAN TRAIL, NC 28079	Proration	0081933065	VFA5455	AUTHORIZED	792508920	Refund Generated due to proration on Bill #0081933065-2024-2024-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($1.63)	$0.00	($1.63)
															600	TAX	($1.85)	$0.00	($1.85)
															023	TAX	($0.51)	$0.00	($0.51)
															003	TAX	($0.17)	$0.00	($0.17)
															005	TAX	($0.04)	$0.00	($0.04)
															004	TAX	($0.29)	$0.00	($0.29)
															002	TAX	($3.74)	$0.00	($3.74)
																		Refund	$8.23
MONTERO LAZO, WILLIAN JOSE	MONTERO LAZO, WILLIAN JOSE		400 EXCHANGE CIR	APT 219	INDIAN TRAIL, NC 28079	Proration	0080871457	VEP4093	AUTHORIZED	793737532	Refund Generated due to proration on Bill #0080871457-2024-2024-0000-00	Vehicle Sold	5/13/2025	5/16/2025	001	TAX	($2.85)	$0.00	($2.85)
															700	TAX	($3.78)	$0.00	($3.78)
															020	TAX	($0.93)	$0.00	($0.93)
															003	TAX	($0.30)	$0.00	($0.30)
															005	TAX	($0.07)	$0.00	($0.07)
															004	TAX	($0.51)	$0.00	($0.51)
															002	TAX	($6.55)	$0.00	($6.55)
																		Refund	$14.99
MOSER, CONNIE SUE	MOSER, CONNIE SUE		2023 SERENITY PL		MATTHEWS, NC 28104	Proration	0038062096	EMW2917	AUTHORIZED	793184273	Refund Generated due to proration on Bill #0038062096-2023-2023-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($2.16)	$0.00	($2.16)
															700	TAX	($2.46)	$0.00	($2.46)
															023	TAX	($0.58)	$0.00	($0.58)
															003	TAX	($0.23)	$0.00	($0.23)
															005	TAX	($0.05)	$0.00	($0.05)
															004	TAX	($0.39)	$0.00	($0.39)
															002	TAX	($4.96)	$0.00	($4.96)
																		Refund	$10.83
MUNOZ GUZMAN, YESENIA	MUNOZ GUZMAN, YESENIA		109 SPRING HILL RD		MATTHEWS, NC 28104	Proration	0074857266	KMD7252	AUTHORIZED	794982034	Refund Generated due to proration on Bill #0074857266-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($11.70)	$0.00	($11.70)
															700	TAX	($15.49)	$0.00	($15.49)
															020	TAX	($3.84)	$0.00	($3.84)
															003	TAX	($1.25)	$0.00	($1.25)
															005	TAX	($0.28)	$0.00	($0.28)
															004	TAX	($2.10)	$0.00	($2.10)
															002	TAX	($26.83)	$0.00	($26.83)
																		Refund	$61.49
OLSON, DAVID DANIEL	OLSON, DAVID DANIEL		1009 ANTIOCH WOODS LN		MATTHEWS, NC 28104	Proration	0082959630	9K8301	AUTHORIZED	795234517	Refund Generated due to proration on Bill #0082959630-2024-2024-0000-00	Vehicle Sold	5/21/2025	5/22/2025	001	TAX	($10.07)	$0.00	($10.07)
															800	TAX	($1.54)	$0.00	($1.54)
															026	TAX	($2.46)	$0.00	($2.46)
															003	TAX	($1.08)	$0.00	($1.08)
															005	TAX	($0.24)	$0.00	($0.24)
															004	TAX	($1.80)	$0.00	($1.80)
															002	TAX	($23.07)	$0.00	($23.07)
																		Refund	$40.26
PACHECO LOPEZ, MARIA ELIZABETH	PACHECO LOPEZ, MARIA ELIZABETH		4506 HELMS RD		WAXHAW, NC 28173	Proration	0076503851	KL1010	AUTHORIZED	907129760	Refund Generated due to proration on Bill #0076503851-2023-2023-0000-00	Vehicle Totalled	5/13/2025	5/16/2025	001	TAX	($2.51)	$0.00	($2.51)
															500	TAX	($5.91)	$0.00	($5.91)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($0.64)	$0.00	($0.64)
															003	TAX	($0.27)	$0.00	($0.27)
															005	TAX	($0.06)	$0.00	($0.06)
															004	TAX	($0.45)	$0.00	($0.45)
															002	TAX	($5.75)	$0.00	($5.75)
																		Refund	$15.59
PARENTE, NELSON RICCIARDI	PARENTE, NELSON RICCIARDI		7616 BERRYFIELD CT		WAXHAW, NC 28173	Proration	0072700229	BRR61803	AUTHORIZED	682043430	Refund Generated due to proration on Bill #0072700229-2023-2023-0000-00	Vehicle Sold	5/23/2025	5/27/2025	001	TAX	($8.04)	$0.00	($8.04)
															026	TAX	($1.85)	$0.00	($1.85)
															003	TAX	($0.86)	$0.00	($0.86)
															005	TAX	($0.19)	$0.00	($0.19)
															004	TAX	($1.44)	$0.00	($1.44)
															002	TAX	($18.44)	$0.00	($18.44)
																		Refund	$30.82
PATRENE, TRACEY LYNN	PATRENE, TRACEY LYNN		719 CAVENDISH LN		WAXHAW, NC 28173	Proration	0062262043	PDX2184	AUTHORIZED	682945866	Refund Generated due to proration on Bill #0062262043-2024-2024-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($7.19)	$0.00	($7.19)
															026	TAX	($1.75)	$0.00	($1.75)
															003	TAX	($0.77)	$0.00	($0.77)
															005	TAX	($0.17)	$0.00	($0.17)
															004	TAX	($1.28)	$0.00	($1.28)
															002	TAX	($16.48)	$0.00	($16.48)
																		Refund	$27.64
PEIRANO, JANET CUSANO	PEIRANO, JANET CUSANO		3520 HONEYSUCKLE DR		MATTHEWS, NC 28104	Proration	0047087234	FFN2397	AUTHORIZED	682589184	Refund Generated due to proration on Bill #0047087234-2023-2023-0000-00	Vehicle Sold	5/27/2025	5/28/2025	001	TAX	($4.29)	$0.00	($4.29)
															800	TAX	($1.18)	$0.00	($1.18)
															003	TAX	($0.46)	$0.00	($0.46)
															005	TAX	($0.10)	$0.00	($0.10)
															004	TAX	($0.77)	$0.00	($0.77)
															002	TAX	($9.83)	$0.00	($9.83)
																		Refund	$16.63
PHILLIPS, MARGARET SMITH	PHILLIPS, MARGARET SMITH		6117 TREVOR SIMPSON DR		LAKE PARK, NC 28079	Proration	0028033218	TWY5620	AUTHORIZED	793705612	Refund Generated due to proration on Bill #0028033218-2023-2023-0000-00	Vehicle Sold	5/12/2025	5/13/2025	001	TAX	($0.73)	$0.00	($0.73)
															900	TAX	($0.90)	$0.00	($0.90)
															023	TAX	($0.20)	$0.00	($0.20)
															003	TAX	($0.08)	$0.00	($0.08)
															005	TAX	($0.02)	$0.00	($0.02)
															004	TAX	($0.13)	$0.00	($0.13)
															002	TAX	($1.67)	$0.00	($1.67)
																		Refund	$3.73

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
PIETROWSKI, SUSAN ELAINE	PIETROWSKI, SUSAN ELAINE		5315 STATE LINE RD		MARSHVILLE, NC 28103	Proration	0047095966	FAE2853	AUTHORIZED	792509060	Refund Generated due to proration on Bill #0047095966-2023-2023-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($2.61)	$0.00	($2.61)
															990	TAX	($0.33)	$0.00	($0.33)
															015	TAX	($0.74)	$0.00	($0.74)
															003	TAX	($0.28)	$0.00	($0.28)
															005	TAX	($0.06)	$0.00	($0.06)
															004	TAX	($0.47)	$0.00	($0.47)
															002	TAX	($5.99)	$0.00	($5.99)
																		Refund	$10.48
POON, KAM SAU	POON, KAM SAU	ZOU, XUE LIANG	1006 COULWOOD LN		INDIAN TRAIL, NC 28079	Proration	0059808500	JDX6613	AUTHORIZED	794409504	Refund Generated due to proration on Bill #0059808500-2024-2024-0000-00	Vehicle Sold	5/16/2025	5/20/2025	001	TAX	($51.53)	$0.00	($51.53)
															600	TAX	($58.42)	$0.00	($58.42)
															026	TAX	($12.57)	$0.00	($12.57)
															003	TAX	($5.53)	$0.00	($5.53)
															005	TAX	($1.23)	$0.00	($1.23)
															004	TAX	($9.22)	$0.00	($9.22)
															002	TAX	($118.17)	$0.00	($118.17)
																		Refund	$256.67
RAMIREZ, MANUEL	RAMIREZ, MANUEL		2803 CREEK CT		MATTHEWS, NC 28104	Proration	0070006753	KEA4112	AUTHORIZED	796418861	Refund Generated due to proration on Bill #0070006753-2024-2024-0000-00	Vehicle Totalled	5/28/2025	5/29/2025	001	TAX	($42.55)	$0.00	($42.55)
															700	TAX	($56.32)	$0.00	($56.32)
															020	TAX	($13.95)	$0.00	($13.95)
															003	TAX	($4.56)	$0.00	($4.56)
															005	TAX	($1.02)	$0.00	($1.02)
															004	TAX	($7.61)	$0.00	($7.61)
															002	TAX	($97.57)	$0.00	($97.57)
																		Refund	$223.58
RATHOD, CHAITANYA	RATHOD, CHAITANYA		5012 WOODVIEW LANE		MATTHEWS, NC 28104	Proration	0077908871	KBX3490	AUTHORIZED	679687464	Refund Generated due to proration on Bill #0077908871-2023-2023-0000-00	Vehicle Sold	5/8/2025	5/9/2025	001	TAX	($12.03)	$0.00	($12.03)
															800	TAX	($3.32)	$0.00	($3.32)
															003	TAX	($1.29)	$0.00	($1.29)
															005	TAX	($0.29)	$0.00	($0.29)
															004	TAX	($2.15)	$0.00	($2.15)
															002	TAX	($27.58)	$0.00	($27.58)
																		Refund	$46.66
REAMES, JAMES DENNIS	REAMES, JAMES DENNIS	REAMES, JOANNA TRUESDALE	1419 COTTAGE CREEK RD		INDIAN TRAIL, NC 28079	Proration	0073636176	ZNH8794	AUTHORIZED	792968435	Refund Generated due to proration on Bill #0073636176-2024-2024-0000-00	Vehicle Sold	5/8/2025	5/9/2025	001	TAX	($12.38)	$0.00	($12.38)
															600	TAX	($14.03)	$0.00	($14.03)
															023	TAX	($3.88)	$0.00	($3.88)
															003	TAX	($1.33)	$0.00	($1.33)
															005	TAX	($0.30)	$0.00	($0.30)
															004	TAX	($2.22)	$0.00	($2.22)
															002	TAX	($28.38)	$0.00	($28.38)
																		Refund	$62.52
RIAD, GEORGE SEROUR SOLIMAN	RIAD, GEORGE SEROUR SOLIMAN		2112 GLENHAVEN DR		WAXHAW, NC 28173	Proration	0080560028	VEP5333	AUTHORIZED	907127440	Refund Generated due to proration on Bill #0080560028-2024-2024-0000-00	Vehicle Sold	5/13/2025	5/16/2025	001	TAX	($32.92)	$0.00	($32.92)
															500	TAX	($77.65)	$0.00	($77.65)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($10.55)	$0.00	($10.55)
															003	TAX	($3.53)	$0.00	($3.53)
															005	TAX	($0.79)	$0.00	($0.79)
															004	TAX	($5.89)	$0.00	($5.89)
															002	TAX	($75.47)	$0.00	($75.47)
																		Refund	$206.80
ROCHE, DENNIS VINCENT	ROCHE, DENNIS VINCENT	ROCHE, AMMIE JO	1625 FUNNY CIDE DR		WAXHAW, NC 28173	Proration	0076325635	NY5256	AUTHORIZED	680732838	Refund Generated due to proration on Bill #0076325635-2024-2024-0000-00	Vehicle Sold	5/15/2025	5/16/2025	001	TAX	($106.80)	$0.00	($106.80)
															026	TAX	($26.05)	$0.00	($26.05)
															003	TAX	($11.45)	$0.00	($11.45)
															005	TAX	($2.55)	$0.00	($2.55)
															004	TAX	($19.11)	$0.00	($19.11)
															002	TAX	($244.88)	$0.00	($244.88)
																		Refund	$410.84
ROSSOLOVA, NATALIYA G	ROSSOLOVA, NATALIYA G		340 CHESTNUT PKWY	APT 2206	INDIAN TRAIL, NC 28079	Proration	0080373709	KMP2508	AUTHORIZED	795233838	Refund Generated due to proration on Bill #0080373709-2024-2024-0000-00	Vehicle Sold	5/21/2025	5/22/2025	001	TAX	($12.31)	$0.00	($12.31)
															600	TAX	($13.96)	$0.00	($13.96)
															020	TAX	($4.04)	$0.00	($4.04)
															003	TAX	($1.32)	$0.00	($1.32)
															005	TAX	($0.29)	$0.00	($0.29)
															004	TAX	($2.21)	$0.00	($2.21)
															002	TAX	($28.24)	$0.00	($28.24)
																		Refund	$62.37
RUSH, JEFFERY BRYAN	RUSH, JEFFERY BRYAN		8608 ANKLIN FORREST DR		WAXHAW, NC 28173	Proration	0082918634	RKD9058	AUTHORIZED	908549504	Refund Generated due to proration on Bill #0082918634-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($26.52)	$0.00	($26.52)
															500	TAX	($62.58)	$0.00	($62.58)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($8.50)	$0.00	($8.50)
															003	TAX	($2.84)	$0.00	($2.84)
															005	TAX	($0.63)	$0.00	($0.63)
															004	TAX	($4.75)	$0.00	($4.75)
															002	TAX	($60.82)	$0.00	($60.82)
																		Refund	$166.64

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
SARAFIN, JAMES EDWARD	SARAFIN, JAMES EDWARD	SARAFIN, MICHELLE KALATA	1002 TRILLIUM PL		INDIAN TRAIL, NC 28079	Adjustment < $100	0075309417	HMD6465	PENDING	794408531	Refund Generated due to adjustment on Bill #0075309417-2024-2024-0000-00	Over Assessment	5/16/2025		001	TAX	($7.85)	$0.00	($7.85)
															600	TAX	($8.89)	$0.00	($8.89)
															023	TAX	($2.46)	$0.00	($2.46)
															003	TAX	($0.84)	$0.00	($0.84)
															005	TAX	($0.19)	$0.00	($0.19)
															004	TAX	($1.40)	$0.00	($1.40)
															002	TAX	($17.98)	$0.00	($17.98)
																		Refund	$39.61
SHEIKH, YOUSAF MAQSOOD	SHEIKH, YOUSAF MAQSOOD		3705 SANDBERRY DR		WAXHAW, NC 28173	Adjustment < $100	0082966959	HHZ4299	PENDING	1136408910	Refund Generated due to adjustment on Bill #0082966959-2023-2023-0000	Situs error	5/22/2025		001	TAX	$0.00	$0.00	$0.00
															200	TAX	($33.72)	($2.95)	($36.67)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															500	TAX	$25.83	$2.26	$28.09
															500	VEHICLE FEE	$25.00	$0.00	$25.00
															028	TAX	$2.81	$0.25	$3.06
															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	$10.52
SIMPSON, ANNE MARIE	SIMPSON, ANNE MARIE		5825 CATALINA DR	UNIT 1032	NORTH MYRTLE BEACH, SC 29582	Proration	0064429244	JKJ1878	AUTHORIZED	908550288	Refund Generated due to proration on Bill #0064429244-2024-2024-0000-00	Reg . Out of state	5/20/2025	5/21/2025	001	TAX	($3.75)	($0.19)	($3.94)
															500	TAX	($8.85)	($0.44)	($9.29)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($1.20)	($0.06)	($1.26)
															003	TAX	($0.40)	($0.02)	($0.42)
															005	TAX	($0.09)	($0.01)	($0.10)
															004	TAX	($0.67)	($0.03)	($0.70)
															002	TAX	($8.61)	($0.43)	($9.04)
																		Refund	$24.75
SIMPSON, ANNE MARIE	SIMPSON, ANNE MARIE		5825 CATALINA DR	UNIT 1032	NORTH MYRTLE BEACH, SC 29582	Proration	0071094946	TMZ8301	AUTHORIZED	908550264	Refund Generated due to proration on Bill #0071094946-2024-2024-0000-00	Reg . Out of state	5/20/2025	5/21/2025	001	TAX	($15.54)	$0.00	($15.54)
															500	TAX	($36.67)	$0.00	($36.67)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($4.98)	$0.00	($4.98)
															003	TAX	($1.67)	$0.00	($1.67)
															005	TAX	($0.37)	$0.00	($0.37)
															004	TAX	($2.78)	$0.00	($2.78)
															002	TAX	($35.64)	$0.00	($35.64)
																		Refund	$97.65
SIMPSON, ANNE MARIE	SIMPSON, ANNE MARIE	SIMPSON, CARROLL BOYD	5825 CATALINA DR	UNIT 1032	NORTH MYRTLE BEACH, SC 29582	Proration	0068189267	ZPT1225	AUTHORIZED	908550480	Refund Generated due to proration on Bill #0068189267-2024-2024-0000-00	Reg . Out of state	5/20/2025	5/21/2025	001	TAX	($26.91)	$0.00	($26.91)
															500	TAX	($63.49)	$0.00	($63.49)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($8.63)	$0.00	($8.63)
															003	TAX	($2.89)	$0.00	($2.89)
															005	TAX	($0.64)	$0.00	($0.64)
															004	TAX	($4.81)	$0.00	($4.81)
															002	TAX	($61.71)	$0.00	($61.71)
																		Refund	$169.08
SIMPSON, CARROLL BOYD	SIMPSON, CARROLL BOYD	SIMPSON, ANNE MARIE	5825 CATALINA DR	UNIT 1032	NORTH MYRTLE BEACH, SC 29582	Proration	0064213115	ZPT1224	AUTHORIZED	908550496	Refund Generated due to proration on Bill #0064213115-2024-2024-0000-00	Reg . Out of state	5/20/2025	5/21/2025	001	TAX	($20.63)	$0.00	($20.63)
															500	TAX	($48.67)	$0.00	($48.67)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($6.61)	$0.00	($6.61)
															003	TAX	($2.21)	$0.00	($2.21)
															005	TAX	($0.50)	$0.00	($0.50)
															004	TAX	($3.69)	$0.00	($3.69)
															002	TAX	($47.30)	$0.00	($47.30)
																		Refund	$129.61
SIMS, DAPHNE GAY	SIMS, DAPHNE GAY		PO BOX 335		MINERAL SPRINGS, NC 28108	Proration	0078363376	DAFFAQ	AUTHORIZED	797113156	Refund Generated due to proration on Bill #0078363376-2023-2023-0000-00	Vehicle Sold	5/30/2025	6/2/2025	001	TAX	($19.39)	$0.00	($19.39)
															990	TAX	($2.50)	$0.00	($2.50)
															015	TAX	($5.51)	$0.00	($5.51)
															003	TAX	($2.08)	$0.00	($2.08)
															005	TAX	($0.46)	$0.00	($0.46)
															004	TAX	($3.47)	$0.00	($3.47)
															002	TAX	($44.46)	$0.00	($44.46)
																		Refund	$77.87
SKILES, KIRI DELEISE	SKILES, KIRI DELEISE		200 N DEVILLIERS ST		PENSACOLA, FL 32502	Proration	0080806910	KDA6226	AUTHORIZED	794981467	Refund Generated due to proration on Bill #0080806910-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($13.80)	$0.00	($13.80)
															900	TAX	($17.97)	$0.00	($17.97)
															023	TAX	($4.33)	$0.00	($4.33)
															003	TAX	($1.48)	$0.00	($1.48)
															005	TAX	($0.33)	$0.00	($0.33)
															004	TAX	($2.47)	$0.00	($2.47)
															002	TAX	($31.65)	$0.00	($31.65)
																		Refund	$72.03
SMITH, CRYSTAL MORGAN	SMITH, CRYSTAL MORGAN		2216-B WAXHAW INDIAN TRAIL RD		INDIAN TRAIL, NC 28079	Proration	0075882392	RBR2737	AUTHORIZED	794979955	Refund Generated due to proration on Bill #0075882392-2024-2024-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($26.59)	$0.00	($26.59)
															600	TAX	($30.15)	$0.00	($30.15)
															020	TAX	($8.72)	$0.00	($8.72)
															003	TAX	($2.85)	$0.00	($2.85)
															005	TAX	($0.63)	$0.00	($0.63)
															004	TAX	($4.76)	$0.00	($4.76)
															002	TAX	($60.98)	$0.00	($60.98)
																		Refund	$134.68

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
SMITH, JEREMIAH RODERICK	SMITH, JEREMIAH RODERICK		3107 TWELVE MILE CREEK RD		MATTHEWS, NC 28104	Proration	0048211867	HY1737	AUTHORIZED	679292118	Refund Generated due to proration on Bill #0048211867-2023-2023-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($1.36)	$0.00	($1.36)
															800	TAX	($0.38)	$0.00	($0.38)
															003	TAX	($0.15)	$0.00	($0.15)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.24)	$0.00	($0.24)
															002	TAX	($3.12)	$0.00	($3.12)
																		Refund	$5.28
SPROULE, LORI BRASWELL	SPROULE, LORI BRASWELL	SPROULE, JOSEPH THOMAS II	PO BOX 794		WINGATE, NC 28174	Proration	0007143487	HCS5872	AUTHORIZED	906496952	Refund Generated due to proration on Bill #0007143487-2024-2024-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($1.79)	$0.00	($1.79)
															300	TAX	($3.74)	$0.00	($3.74)
															300	VEHICLE FEE	$0.00	$0.00	$0.00
															022	TAX	($0.94)	$0.00	($0.94)
															003	TAX	($0.19)	$0.00	($0.19)
															005	TAX	($0.04)	$0.00	($0.04)
															004	TAX	($0.32)	$0.00	($0.32)
															002	TAX	($4.11)	$0.00	($4.11)
																		Refund	$11.13
STEWART, PATRICK DYLAN	STEWART, PATRICK DYLAN		4693 SHANNAMARA DR		MATTHEWS, NC 28104	Proration	0076416475	VDE5851	AUTHORIZED	795716047	Refund Generated due to proration on Bill #0076416475-2024-2024-0000-00	Vehicle Sold	5/23/2025	5/27/2025	001	TAX	($53.43)	$0.00	($53.43)
															700	TAX	($70.71)	$0.00	($70.71)
															023	TAX	($16.76)	$0.00	($16.76)
															003	TAX	($5.73)	$0.00	($5.73)
															005	TAX	($1.27)	$0.00	($1.27)
															004	TAX	($9.56)	$0.00	($9.56)
															002	TAX	($122.50)	$0.00	($122.50)
																		Refund	$279.96
THOMAS, BRANDON HOLMES	THOMAS, BRANDON HOLMES		2004 HOLLY VILLA CIR		INDIAN TRAIL, NC 28079	Proration	0076577022	VCL9498	AUTHORIZED	793704835	Refund Generated due to proration on Bill #0076577022-2024-2024-0000-00	Vehicle Sold	5/12/2025	5/13/2025	001	TAX	($4.69)	$0.00	($4.69)
															600	TAX	($5.32)	$0.00	($5.32)
															019	TAX	($1.83)	$0.00	($1.83)
															003	TAX	($0.50)	$0.00	($0.50)
															005	TAX	($0.11)	$0.00	($0.11)
															004	TAX	($0.84)	$0.00	($0.84)
															002	TAX	($10.75)	$0.00	($10.75)
																		Refund	$24.04
THREATT, ERNEST CLINTON	THREATT, ERNEST CLINTON		PO BOX 781		WINGATE, NC 28174	Proration	0078965099	LCC3342	AUTHORIZED	566931965	Refund Generated due to proration on Bill #0078965099-2023-2023-0000-00	Vehicle Sold	5/12/2025	5/13/2025	001	TAX	($13.79)	$0.00	($13.79)
															003	TAX	($1.48)	$0.00	($1.48)
															005	TAX	($0.33)	$0.00	($0.33)
															004	TAX	($2.47)	$0.00	($2.47)
															002	TAX	($31.62)	$0.00	($31.62)
																		Refund	$49.69
TURNER, ELIZABETH ARWYN	TURNER, ELIZABETH ARWYN		5206 LAWYERS RD E		WINGATE, NC 28174	Proration	0019456343	HME2547	AUTHORIZED	681844572	Refund Generated due to proration on Bill #0019456343-2024-2024-0000-00	Vehicle Totalled	5/22/2025	5/23/2025	001	TAX	($3.41)	$0.00	($3.41)
															022	TAX	($1.79)	$0.00	($1.79)
															003	TAX	($0.37)	$0.00	($0.37)
															005	TAX	($0.08)	$0.00	($0.08)
															004	TAX	($0.61)	$0.00	($0.61)
															002	TAX	($7.83)	$0.00	($7.83)
																		Refund	$14.09
TYSON, DAVID CLAYTON	TYSON, DAVID CLAYTON		1016 OLEANDER LN		WAXHAW, NC 28173	Proration	0042569854	FDR8612	AUTHORIZED	682945326	Refund Generated due to proration on Bill #0042569854-2024-2024-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($47.47)	$0.00	($47.47)
															026	TAX	($11.58)	$0.00	($11.58)
															003	TAX	($5.09)	$0.00	($5.09)
															005	TAX	($1.13)	$0.00	($1.13)
															004	TAX	($8.49)	$0.00	($8.49)
															002	TAX	($108.85)	$0.00	($108.85)
																		Refund	$182.61
TYSON, LISA JENNIFER	TYSON, LISA JENNIFER		5808 MCWHORTER RD		WAXHAW, NC 28173	Proration	0035761410	BLZ3064	AUTHORIZED	680346006	Refund Generated due to proration on Bill #0035761410-2023-2023-0000-00	Vehicle Sold	5/13/2025	5/16/2025	001	TAX	($1.35)	$0.00	($1.35)
															025	TAX	($0.33)	$0.00	($0.33)
															003	TAX	($0.14)	$0.00	($0.14)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.24)	$0.00	($0.24)
															002	TAX	($3.10)	$0.00	($3.10)
																		Refund	$5.19
VALERI, ALLISON FRANCIS	VALERI, ALLISON FRANCIS		1207 HAWTHORNE DR		INDIAN TRAIL, NC 28079	Proration	0048337740	FJL6927	AUTHORIZED	791856786	Refund Generated due to proration on Bill #0048337740-2023-2023-0000-00	Vehicle Sold	5/2/2025	5/5/2025	001	TAX	($6.07)	$0.00	($6.07)
															700	TAX	($6.92)	$0.00	($6.92)
															023	TAX	($1.64)	$0.00	($1.64)
															003	TAX	($0.65)	$0.00	($0.65)
															005	TAX	($0.15)	$0.00	($0.15)
															004	TAX	($1.09)	$0.00	($1.09)
															002	TAX	($13.92)	$0.00	($13.92)
																		Refund	$30.44
VIJAN, KUNAL	VIJAN, KUNAL		1542 FORKHORN DR		MONROE, NC 28110	Proration	0066653217	JAY6837	AUTHORIZED	796355693	Refund Generated due to proration on Bill #0066653217-2024-2024-0000-00	Vehicle Sold	5/27/2025	5/28/2025	001	TAX	($35.76)	$0.00	($35.76)
															200	TAX	($110.10)	$0.00	($110.10)
															200	VEHICLE FEE	($30.00)	$0.00	($30.00)
															003	TAX	($3.83)	$0.00	($3.83)
															005	TAX	($0.85)	$0.00	($0.85)
															004	TAX	($6.40)	$0.00	($6.40)
															002	TAX	($81.99)	$0.00	($81.99)
																		Refund	$268.93

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
VILLA, FRANCISCO MENDOZA	VILLA, FRANCISCO MENDOZA		1515 CITRUS DR		MONROE, NC 28110	Proration	0074886194	KKL4023	AUTHORIZED	796355707	Refund Generated due to proration on Bill #0074886194-2024-2024-0000-00	Vehicle Sold	5/27/2025	5/28/2025	001	TAX	($1.14)	$0.00	($1.14)
															200	TAX	($3.52)	$0.00	($3.52)
															200	VEHICLE FEE	$0.00	$0.00	$0.00
															003	TAX	($0.12)	$0.00	($0.12)
															005	TAX	($0.03)	$0.00	($0.03)
															004	TAX	($0.20)	$0.00	($0.20)
															002	TAX	($2.62)	$0.00	($2.62)
																		Refund	$7.63
WALKER, ERNEST EDMOND JR	WALKER, ERNEST EDMOND JR		3517 BANYAN WAY		MARVIN, NC 28173	Proration	0081759939	LEX6991	AUTHORIZED	909389160	Refund Generated due to proration on Bill #0081759939-2024-2024-0000-00	Other Errors	5/23/2025	5/27/2025	001	TAX	($25.03)	$0.00	($25.03)
															101	TAX	($12.27)	$0.00	($12.27)
															101	VEHICLE FEE	$0.00	$0.00	$0.00
															026	TAX	($6.10)	$0.00	($6.10)
															003	TAX	($2.69)	$0.00	($2.69)
															005	TAX	($0.60)	$0.00	($0.60)
															004	TAX	($4.48)	$0.00	($4.48)
															002	TAX	($57.38)	$0.00	($57.38)
																		Refund	$108.55
WALKER, JESSICA MEMORY	WALKER, JESSICA MEMORY		2708 HENRY BAUCOM RD		MONROE, NC 28110	Proration	0078973704	HKB1842	AUTHORIZED	794981705	Refund Generated due to proration on Bill #0078973704-2023-2023-0000-00	Vehicle Sold	5/20/2025	5/21/2025	001	TAX	($4.70)	$0.00	($4.70)
															980	TAX	($0.58)	$0.00	($0.58)
															021	TAX	($1.77)	$0.00	($1.77)
															003	TAX	($0.50)	$0.00	($0.50)
															005	TAX	($0.11)	$0.00	($0.11)
															004	TAX	($0.84)	$0.00	($0.84)
															002	TAX	($10.78)	$0.00	($10.78)
																		Refund	$19.28
WEISE, JEFF THOMAS	WEISE, JEFF THOMAS		2710 BAKER CIR		WAXHAW, NC 28173	Proration	0078476758	SA1163	AUTHORIZED	793186226	Refund Generated due to proration on Bill #0078476758-2023-2023-0000-00	Vehicle Sold	5/9/2025	5/12/2025	001	TAX	($14.68)	$0.00	($14.68)
															990	TAX	($1.89)	$0.00	($1.89)
															015	TAX	($4.17)	$0.00	($4.17)
															003	TAX	($1.57)	$0.00	($1.57)
															005	TAX	($0.35)	$0.00	($0.35)
															004	TAX	($2.63)	$0.00	($2.63)
															002	TAX	($33.65)	$0.00	($33.65)
																		Refund	$58.94
WERNER, CHARLENE E	WERNER, CHARLENE E		2503 ABUNDANCE LN		WAXHAW, NC 28173	Proration	0068645610	SACHRR	AUTHORIZED	679292682	Refund Generated due to proration on Bill #0068645610-2024-2024-0000-00	Vehicle Sold	5/6/2025	5/8/2025	001	TAX	($21.78)	$0.00	($21.78)
															015	TAX	($7.37)	$0.00	($7.37)
															003	TAX	($2.33)	$0.00	($2.33)
															005	TAX	($0.52)	$0.00	($0.52)
															004	TAX	($3.90)	$0.00	($3.90)
															002	TAX	($49.94)	$0.00	($49.94)
																		Refund	$85.84
WOLF, JOHN RICHTER	WOLF, JOHN RICHTER		200 MONTROSE DR		WAXHAW, NC 28173	Proration	0047254845	S691F	AUTHORIZED	682945830	Refund Generated due to proration on Bill #0047254845-2024-2024-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($24.61)	$0.00	($24.61)
															026	TAX	($6.00)	$0.00	($6.00)
															003	TAX	($2.64)	$0.00	($2.64)
															005	TAX	($0.59)	$0.00	($0.59)
															004	TAX	($4.40)	$0.00	($4.40)
															002	TAX	($56.43)	$0.00	($56.43)
																		Refund	$94.67
WOLF, JOHN RICHTER	WOLF, JOHN RICHTER		200 MONTROSE DR		WAXHAW, NC 28173	Proration	0047254845	S691F	AUTHORIZED	682945818	Refund Generated due to proration on Bill #0047254845-2023-2023-0000-00	Vehicle Sold	5/29/2025	5/30/2025	001	TAX	($4.46)	$0.00	($4.46)
															026	TAX	($1.02)	$0.00	($1.02)
															003	TAX	($0.48)	$0.00	($0.48)
															005	TAX	($0.11)	$0.00	($0.11)
															004	TAX	($0.80)	$0.00	($0.80)
															002	TAX	($10.22)	$0.00	($10.22)
																		Refund	$17.09
X LIMO INC	X LIMO INC		2300 COLTSGATE RD		WAXHAW, NC 28173	Proration	0080792998	ZT3394	AUTHORIZED	910193576	Refund Generated due to proration on Bill #0080792998-2024-2024-0000-00	Vehicle Sold	5/28/2025	5/29/2025	001	TAX	($37.76)	$0.00	($37.76)
															500	TAX	($89.08)	$0.00	($89.08)
															500	VEHICLE FEE	$0.00	$0.00	$0.00
															028	TAX	($12.10)	$0.00	($12.10)
															003	TAX	($4.05)	$0.00	($4.05)
															005	TAX	($0.90)	$0.00	($0.90)
															004	TAX	($6.75)	$0.00	($6.75)
															002	TAX	($86.58)	$0.00	($86.58)
																		Refund	$237.22
																		Refund Total	$13341.65

File #: 25-417 **Agenda Date:** 7/14/2025

TITLE:

Tax Collector's Departmental Report for May 2025

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 May 2025 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: June 12, 2025

Re: Departmental Monthly Report

The Tax Collector's monthly/year to date collections report for the month ending May 30, 2025 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 N. Main St., Suite 119
Monroe, NC 28112

T 704.283.3848

MAY 2025
PERCENTAGE FOR REGULAR TAX

MAY 30, 2025 REGULAR TAX	2025	2024	2023	2022	2021
BEGINNING CHARGE	58,912.33	237,229,507.03	226,129,634.53	217,013,569.94	208,195,995.70
TAX CHARGE					
PUBLIC UTILITIES CHARGE					
DISCOVERIES	123,677.43	251.73	356.58		
NON DISCOVERIES		8,502.46	8,434.86	8,434.86	3,265.32
RELEASES		(6,527.86)	(2,291.49)	(1,230.18)	(1,342.01)
TOTAL CHARGE	**182,589.76**	**237,231,733.36**	**226,136,134.48**	**217,020,774.62**	**208,197,919.01**
BEGINNING COLLECTIONS	14,774.09	236,535,275.93	226,006,414.83	216,934,314.32	208,135,691.89
COLLECTIONS	6,807.15	190,714.12	11,280.10	9,023.81	3,393.54
TOTAL COLLECTIONS	**21,581.24**	**236,725,990.05**	**226,017,694.93**	**216,943,338.13**	**208,139,085.43**
BALANCE OUTSTANDING	161,008.52	505,743.31	118,439.55	77,436.49	58,833.58
PERCENTAGE OF REGULAR	**11.82%**	**99.79%**	**99.95%**	**99.96%**	**99.97%**
OVERALL CHARGED	**182,589.76**	**237,231,733.36**	**226,136,134.48**	**217,020,774.62**	**208,197,919.01**
OVERALL COLLECTED	**21,581.24**	**236,725,990.05**	**226,017,694.93**	**216,943,338.13**	**208,139,085.43**
OVERALL PERCENTAGE	**11.82%**	**99.79%**	**99.95%**	**99.96%**	**99.97%**

MAY 2025
PERCENTAGE FOR REGULAR TAX

MAY 30, 2025 REGULAR TAX	2020	2019	2018	2017
BEGINNING CHARGE	192,182,904.20	186,540,147.30	180,717,811.44	186,663,147.61
TAX CHARGE				
PUBLIC UTILITIES CHARGE				
DISCOVERIES				
NON DISCOVERIES				
RELEASES	(757.44)			
TOTAL CHARGE	**192,182,146.76**	**186,540,147.30**	**180,717,811.44**	**186,663,147.61**
BEGINNING COLLECTIONS	192,109,389.20	186,440,219.59	180,657,684.11	186,614,826.29
COLLECTIONS	253.35	324.67	324.55	253.87
TOTAL COLLECTIONS	**192,109,642.55**	**186,440,544.26**	**180,658,008.66**	**186,615,080.16**
BALANCE OUTSTANDING	72,504.21	99,603.04	59,802.78	48,067.45
PERCENTAGE OF REGULAR	**99.96%**	**99.95%**	**99.97%**	**99.97%**
OVERALL CHARGED	**192,182,146.76**	**186,540,147.30**	**180,717,811.44**	**186,663,147.61**
OVERALL COLLECTED	**192,109,642.55**	**186,440,544.26**	**180,658,008.66**	**186,615,080.16**
OVERALL PERCENTAGE	**99.96%**	**99.95%**	**99.97%**	**99.97%**

MAY 2025
PERCENTAGE FOR REGULAR TAX

MAY 30, 2025 REGULAR TAX	2016	2015
BEGINNING CHARGE	176,859,604.37	174,193,635.20
TAX CHARGE		
PUBLIC UTILITIES CHARGE		
DISCOVERIES		
NON DISCOVERIES		
RELEASES		
TOTAL CHARGE	**176,859,604.37**	**174,193,635.20**
BEGINNING COLLECTIONS	176,819,597.39	174,173,046.72
COLLECTIONS	163.64	152.99
TOTAL COLLECTIONS	**176,819,761.03**	**174,173,199.71**
BALANCE OUTSTANDING	39,843.34	20,435.49
PERCENTAGE OF REGULAR	**99.98%**	**99.99%**
OVERALL CHARGED	**176,859,604.37**	**174,193,635.20**
OVERALL COLLECTED	**176,819,761.03**	**174,173,199.71**
OVERALL PERCENTAGE	**99.98%**	**99.99%**

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

File #: 25-427 **Agenda Date:** 7/14/2025

TITLE:

Human Resources Reports for May 2025

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

These reports include all new hires, separations from service, and retirements for Union County Local Government for the month of May 2025.

FINANCIAL IMPACT:

None.

UNION COUNTY PERSONNEL REPORT
REPORT OF NEW HIRES

May 2025

Name	Hire Date	Position
911 COMMUNICATIONS		
STEVEN M RUSSELL	5/5/25	COMMUNICATIONS SYSTEMS TECH
BUDGET & GRANTS MANAGEMENT		
STEPHANIE M WRIGHT	5/5/25	LOCAL DIS RECOVERY MANAGER
COOPERATIVE EXTENSION		
HANNAH G SPICER	5/19/25	INTERN
HS - PUBLIC HEALTH		
KAYLA L PERRY	5/5/25	PUBLIC HEALTH NURSE
HS - SOCIAL SERVICES		
LA'TRESE D JOHNSON	5/5/25	ELIGIBILITY SPECIALIST
CHARLOTTE O LINTHICUM	5/19/25	SENIOR SOCIAL WORKER
HS - TRANSPORTATION		
MARK P MASKE	5/5/25	TRANSPORTATION DRIVER PT
INFORMATION TECHNOLOGY		
VENKATESH PUNGANUR	5/19/25	APPLICATIONS ANALYST
PARKS AND RECREATION		
SANDRA L MCNEIL	5/14/25	HEAD LIFEGUARD - SEASONAL
AVERY A PLYLER	5/14/25	PARK RANGER - SEASONAL
LAURI G AUTREY	5/17/25	LIFEGUARD - SEASONAL
ISABELLA M BARTLEY	5/17/25	LIFEGUARD - SEASONAL
VALERIE A CISNEROS-ROMAN	5/17/25	LIFEGUARD - SEASONAL
WYATT E COLEMAN	5/17/25	LIFEGUARD - SEASONAL
CHRISTIAN I CULLEY	5/17/25	LIFEGUARD - SEASONAL
ZOEY G POSKO	5/17/25	LIFEGUARD - SEASONAL
OLIVIA P WILLIAMS	5/17/25	LIFEGUARD - SEASONAL
CARISSA N GALBRAITH	5/24/25	LIFEGUARD - SEASONAL
TYLER D AYERS	5/27/25	INTERN
BROOKE A WERTS	5/27/25	INTERN
PROCUREMENT		
JUAN A RODRIGUEZ-CRUZ	5/19/25	PROCUREMENT SPECIALIST
PUBLIC LIBRARY		
ALEXANDRA E JENNINGS	5/19/25	LIBRARY CLERK PT
SHERIFF/JAIL/FACILITIES		
DEBRA N COULSTON	5/5/25	DEPUTY SHERIFF
EDWIN M GOODMAN	5/19/25	DEPUTY SHERIFF PT
SOLID WASTE		
RICHARD B BEST	5/19/25	UTILITY SITE ATTENDANT
TA - ASSESSMENT		
RYAN ROSE	5/19/25	REAL ESTATE APPRAISER I

Name	Hire Date	Position
UCW - BUSINESS OPERATIONS		
LAFAYETTE D POPE	5/5/25	CUSTOMER SERVICE SPECIALIST
UCW - WATER & WASTEWATER OPS		
CAMERON D HASTY	5/19/25	WASTEWATER TRT PLANT OP I

UNION COUNTY PERSONNEL REPORT
REPORT OF RETIREES AND SEPARATIONS FROM SERVICE

May 2025

Name	Hire Date	Separation Date	Position
RETIREES			
PUBLIC LIBRARY			
DEBBIE L PURSER	12/11/00	5/30/25	FACILITIES COORDINATOR
SEPARATION FROM SERVICE			
911 COMMUNICATIONS			
JOHN R GIROUX	6/17/24	5/22/25	TELECOMMUNICATOR I
BOARD OF ELECTIONS			
SANDRA L COBLE	8/29/11	5/9/25	ELECTIONS COORDINATOR
BEVERLEY J SMITH	2/17/20	5/30/25	ONE STOP OFFICE SUPPORT
WARREN H WELSH	2/17/20	5/30/25	ONE STOP OFFICE SUPPORT
LINDA J WARING	5/9/22	5/30/25	ONE STOP OFFICE SUPPORT
RICHARD E HOFFMAN	5/16/22	5/30/25	ONE STOP OFFICE SUPPORT
ANN M YOW	5/16/22	5/30/25	ONE STOP OFFICE SUPPORT
TRAVIS T OBERLIN	5/16/22	5/30/25	ONE STOP OFFICE SUPPORT
SHAREN K LIGHTSEY	5/16/22	5/30/25	ONE STOP OFFICE SUPPORT
THOMAS C DE JULIO	5/16/22	5/30/25	ONE STOP OFFICE SUPPORT
CINDY D EDWARDS	10/10/22	5/30/25	ONE STOP OFFICE SUPPORT
WENDY D EDWARDS	10/10/22	5/30/25	ONE STOP OFFICE SUPPORT
JACQUES R GIRAULT	10/17/22	5/30/25	ONE STOP OFFICE SUPPORT
JACOB L RODRIGUEZ-HAYES	10/24/22	5/30/25	ONE STOP OFFICE SUPPORT
JOANNA L HUDSON	11/7/22	5/30/25	ONE STOP OFFICE SUPPORT
LISA C HALL	11/7/22	5/30/25	ONE STOP OFFICE SUPPORT
DONNA D MCTYRE	11/7/22	5/30/25	ONE STOP OFFICE SUPPORT
MEGAN M STEGALL	11/7/22	5/30/25	ONE STOP OFFICE SUPPORT
RHONDA K HOLTZ	11/7/22	5/30/25	ONE STOP OFFICE SUPPORT
JENNIFER L SANDERS	11/7/22	5/30/25	ONE STOP OFFICE SUPPORT
KRISTEN N HAALAND	10/10/23	5/30/25	ONE STOP OFFICE SUPPORT
THOMAS A FAULKNER	10/10/23	5/30/25	ONE STOP OFFICE SUPPORT
YASH T SHAH	10/10/23	5/30/25	ONE STOP OFFICE SUPPORT
CHARLAYNE E THOMPSON	10/11/23	5/30/25	ONE STOP OFFICE SUPPORT
PETER F DEKAM	10/11/23	5/30/25	ONE STOP OFFICE SUPPORT
SAMANTHA A SCHUERMANN	10/12/23	5/30/25	ONE STOP OFFICE SUPPORT
RUSS C LEE	10/12/23	5/30/25	ONE STOP OFFICE SUPPORT
CHARLIS T FORD	10/12/23	5/30/25	ONE STOP OFFICE SUPPORT
ROBERT H KIN	11/6/23	5/30/25	ONE STOP OFFICE SUPPORT

Name	Hire Date	Separation Date	Position
JACQUELYN A JUNK	9/9/24	5/30/25	ONE STOP OFFICE SUPPORT
KEVIN J SAGE	9/30/24	5/30/25	ONE STOP OFFICE SUPPORT
PATRICK S CHANG	9/30/24	5/30/25	ONE STOP OFFICE SUPPORT
AVA M BROWN	9/30/24	5/30/25	ONE STOP OFFICE SUPPORT
WENDY B GRAVELY	10/7/24	5/30/25	ONE STOP OFFICE SUPPORT
KELLI J HILL	10/7/24	5/30/25	ONE STOP OFFICE SUPPORT
WESLEY N SECREST	10/21/24	5/30/25	ONE STOP OFFICE SUPPORT
RUSSELL D SECREST	10/21/24	5/30/25	ONE STOP OFFICE SUPPORT
REBECCA A BAKER	10/22/24	5/30/25	ONE STOP OFFICE SUPPORT
ALICIA A BAUCOM	11/4/24	5/30/25	ONE STOP OFFICE SUPPORT
ANTHONY R PAREN	11/4/24	5/30/25	ONE STOP OFFICE SUPPORT
KENNEDY S ROSEBORO	11/4/24	5/30/25	ONE STOP OFFICE SUPPORT
WILLIAM R HUNTER	11/4/24	5/30/25	ONE STOP OFFICE SUPPORT
PATRICIA I SHAY	11/4/24	5/30/25	ONE STOP OFFICE SUPPORT
MACIAH J CURETON	11/4/24	5/30/25	ONE STOP OFFICE SUPPORT
HS - BUSINESS OPERATIONS			
CONCEPCION M MORALES	10/14/19	5/2/25	ADMINISTRATIVE PROFESSIONAL II
HS - COMMUNITY SUP & OUTREACH			
EGYPT K PARKER	5/23/22	5/30/25	SOCIAL WORKER
GLORIA S HANEY	2/26/24	5/8/25	SR VOL SERV COOR PT
HS - SOCIAL SERVICES			
MICHAEL T EVOLA	5/22/23	5/16/25	ELIGIBILITY SPECIALIST
VANESSA AVILA GUTIERREZ	1/13/25	5/23/25	ELIGIBILITY SPECIALIST
HS - TRANSPORTATION			
JESSICA D JONES	5/8/23	5/22/25	TRANSPORTATION DISPATCHER
DENNIS R MURPHY	3/24/25	5/30/25	TRANSPORTATION DISPATCHER
SHERIFF/JAIL/FACILITIES			
STEPHEN J HANCOCK	7/23/18	5/30/25	SERGEANT
ASHLEY D STEELE	9/27/21	5/2/25	RECORDS SPECIALIST
TA - ASSESSMENT			
GEOFFROY N PREVOST	6/7/21	5/16/25	FIELD DATA COLLECTION SPEC
UCW - PLANNING & RESOURCE MGMT			
AUSTIN B CHAVIS	9/25/23	5/30/25	GIS ANALYST

File #: 25-448 **Agenda Date:** 7/14/2025

TITLE:

Communications Monthly Report - June 2025

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

June 2025



Top Projects

1 Budget Adoption

Following the Board of Commissioners' adoption of the Fiscal Year 2026 budget, Public Communications collaborated with the Budget and Grants Management team to share about the operating and capital budgets, including highlights such as a lower tax rate and key investments, particularly in education, emergency services, economic development, and senior nutrition services.





2 DADvice Video

Union County is fortunate to have employees who care deeply about this community. For Father's Day, we asked dads in our workforce to share their department's messages in the form of "fatherly advice" with our community. This fun video was a huge hit! Our employees' friends and loved ones helped make this video go viral.

3 Social Media Summit

The Public Communications team hosted a Social Media Summit, bringing together content creators from departments across the county for a dynamic day of learning, collaboration and strategy. Participants explored the latest trends, tools and best practices for using social media to inform and engage residents and stakeholders.



123 Projects Completed

31 Departments Supported

Website

Top Search Terms

1. Passport
2. Jobs
3. Inmate Inquiry
4. Summons
5. Water Bill

Top Webpages

1. Pay My Water Bill
2. GIS & Mapping
3. Taxes & Property

Website Visits

unioncountync.gov

363,870

-4% vs. previous month

Sprout Automated Webchat

Let's Chat

599 Residents Engaged

817 Total Communications Per Month

Social Media

41,769 Total Followers

Top Posts



Facebook

21.1% Engagement Rate

50,104 Reach



LinkedIn

22% Engagement Rate

1,068 Impressions



Instagram

1.8% Engagement Rate

3,975 Reach

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

59 Received ▶ **51** Completed

Media Interactions

14

Creative Highlights

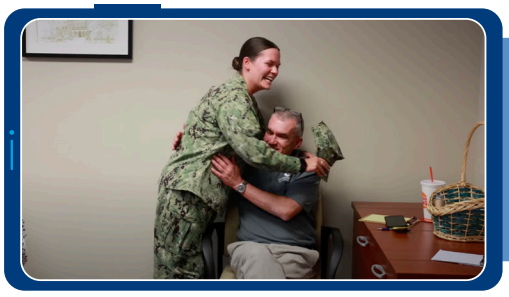
UCTV Logo Refresh



Employee Health & Wellness Center Door Graphics

Learning & Development Graphics Suite

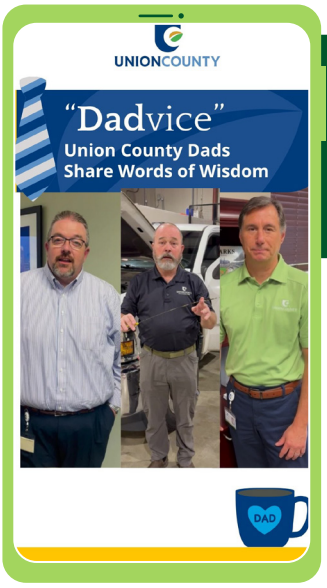
Video Engagement



YouTube
A Father's Day Surprise to Remember
318 Views
7.2 Hours Watch Time



Facebook
A Father's Day Surprise to Remember
17,403 Views



Instagram
It's not just advice - it's DADvice.
1,652 Views

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

File #: 25-459 **Agenda Date:** 7/14/2025

TITLE:

FY23 CDBG Consolidated Annual Performance Evaluation Report (CAPER)

INFORMATION CONTACT:

Monica Culbreath, Budget & Grants Management Department, Grants Specialist, 704-283-3580

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County is required to make available for public comment and submit a Consolidated Annual Performance Evaluation Report (CAPER) to the United States Department of Housing and Urban Development (HUD) per 24 CFR Part 91. This report is a summary of accomplishments and actions taken for activities stated in the prior year (July 1, 2023, through June 30, 2024) Action Plan. The CAPER was made available for public review and comment for a period of fifteen (15) days beginning September 11, 2024, and ending September 26, 2024. Notice of the public comment period was advertised in local newspapers and on the County's website. There were no comments.

FINANCIAL IMPACT:

None - Information Only.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

As a recipient of Community Development Block Grant funds, Union County is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the end of Union County's fiscal year, July 1, 2024 or by September 28, 2024. This report constitutes a summary of accomplishments and an accounting of the allocations and expenditure achieved by Union County as outlined in the County's FY 2023-2024 Annual Action Plan. The CAPER covers the period of July 1, 2023 to June 30, 2024 and the third year of the County's five-year consolidated planning cycle. Projects listed in the FY 2023-2024 Action Plan are designed to address housing and community needs of low-and moderate-income Union County residents. During FY 2023-2024, many of the subrecipients were either providing public service activities to low-mod income residents or completing construction on a multi-year infrastructure project. While not all milestones were realized during the program year, several annual action plan goals were accomplished.

During the FY 2023-2024 time period, all funded projects were identified as the highest priority activities by the County. All projects aligned with Public Services, Affordable Housing Infrastructure, Public Facilities and Infrastructure to provide services to LMI and presumed benefit category residents.

Explanation of **the progress Union County has made in carrying out its strategic plan and action plan** by identified high priority goals:

- Continue ongoing County support for delivery of Public Service, with for services provided mainly for presumed benefit populations, such as elderly, domestic violence victims, economic and housing stabilization programs for vulnerable population, emergency shelter support services, emergency-related equipment along with prescription medication services for low-mod income individuals.
- Improve public facilities and infrastructure to support development Funds were planned for Jesse Helms Park Project and housing rehabilitation programs. The Septic Repair program is still in development, no CDBG funding was spent on this project. This project hit unexpected delays and the County is working with all parties to determine next steps.
- Promote Affordable Housing by using funds for the purpose of creating housing through CDBG eligible activities such as site improvements.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Economic Development	Non-Housing Community Development	CDBG: $	Other	Other	10	0	0.00%			
Improve Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	0	0.00%	4865	0	0.00%
Improve Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20	0	0.00%			
Promote Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%	27	0	0.00%

Support Delivery of Public Services	Homeless Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	5241	131.03%	2484	5241	210.99%
Support Delivery of Public Services	Homeless Non-Homeless Special Needs	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		4000	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Program year 2023 is the third year of the five-year Consolidated Plan. All projects funded were identified as the highest priority activities. These projects included:

- **The Council on Aging In-Home Assistance for Seniors Project:** Union County's Council on Aging agency provides in-home services, that are offered at no cost to clients, which enables economically disadvantaged seniors an opportunity to receive assistance with tasks that are essential to remain living independently in their homes.
- **The Common Heart Economic Empowerment Program:** Common Heart, a non-profit organization with a mission to feed hunger families and empower those in poverty to create a sustainable community, provides access to food and crisis assistance, while connecting families to Economic Empowerment programs to build stability and self-sufficiency to those in poverty, and encourage relationships, connections, and social capital among individuals of all economic classes.
- **The Turning Point Domestic Violence Shelter Assistance Project:** Turning Point is a non-profit service provider that provides a 24/7 crisis line, safe shelter, victim/court advocacy, case management, children's programs, parenting classes, individual and group counseling, and

financial & relocation assistance for victims who cannot remain in the community due to safety concerns.

- **Union County Community Shelter Homeless and Hunger Services Project :** Union County Community Shelter provides benefit those who are homeless who fall under the presumed benefit category.
- **HealthQuest:** HealthQuest of Union County is a non-profit agency that provides prescription medication to the low-income, uninsured residents in Union County. To provide free prescription medications, insulin, and diabetic supplies to those who are unable to afford to pay for them at retail pharmacies.

All projects met the following identified high priority needs:

- **Public Services**: Support community and supportive services, with special emphasis on services for the homeless, seniors, at-risk youth, the disabled, veterans, and other persons with special needs.
- **Promote Affordable Housing**: Thrive Union was formed to gather community input regarding how the Council should operate, what specific goals and responsibilities should be assigned, and what activities the community envisions the Council doing. Activities brainstormed included: Explore housing barriers, Develop a sustainable work plan that aims to increase affordable housing access, Research ideas for public awareness efforts around fair housing, and advise strategies to support fair and affordable housing in Union County.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	659
Black or African American	584
Asian	5
American Indian or American Native	10
Native Hawaiian or Other Pacific Islander	0
Total	**1,258**
Hispanic	123
Not Hispanic	1,322

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

According to most recent Census data estimates released July 1, 2023, 256,452 people reside in Union County, there are 80,271 households with an average size of 3.0 persons residing in a household, and 91,305 total housing units with an 82.5% owner-occupied housing unit rate. The median household income in Union County is estimated to be roughly $95,533. Union County is made up of 87.7% White persons, 12.9% Black or African American, 5.2% Asian, 0.7% American Indian and Alaskan Native, 0.7% Native Hawaiian and Other Pacific Islander, 2.4% multi-racial, 13.6% Hispanic or Latino of any race, and 67% not Hispanic or Latino.

The table above Racial and Ethnic composition of families assisted for CDBG reflects racial data collected on families assisted through public services where race and ethnic data have been collected. The families in the table above assisted with CDBG reflect 1445 clients served although 62 individuals or 4.29% served did not identify with any of the race categories available and identified their race as other therefore all individuals that fell within the available categories totaled 1,383 individuals. 659 individuals or 45.61% White persons, 584 individuals or 40.42% Black or African American, 5 individuals or 0.35% Asian, 10 individuals or 0.69% American Indian or Alaskan Native, 1 individual or 0.07% Asian & White, 1 individual or 0.07% American Indian & Black, 123 individuals or 8.51% Hispanic or Latino of any race, and 1322 individuals or 91.49% not Hispanic or Latino clients were served with CDBG funding.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,237,514	354,667

Table 3 - Resources Made Available

Narrative

Union County in accordance with the IDIS PR-26 report had $2,237,513.73 available in CDBG resources for FY 2023-2024 for approved projects and administration and planning. According to the IDIS Report PR-23 Report indicates Union County disbursed $79,677.55 in administrative funds, $163,000.00 for public services, and $0 towards facility improvements and infrastructure using only CDBG funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Marshville			
Monroe			
Stallings			
Union County CDBG Program Area			Project area includes the ETJ areas of Union County.
Union County ETJ			
Waxhaw			
Weddington			
Wingate			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG funds are leveraged annually by subrecipients seeking state and private foundation grants in order to accomplish community development objectives. Unlike some other federal grant programs, CDBG regulations do not require matching funds on behalf of the Grantee. While there are no federal match requirements for CDBG funds, Union County highly recommends that organizations provide matching funds, if possible.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The County's 2023-2024 Action Plan initially included an infrastructure improvement project aimed at increasing affordable housing by paving roads, and installing sidewalks and driveways in the East Village community. However, unexpected delays prevented the commencement of this project, and consequently, no funds were spent on it during the 2023 program year. To ensure that CDBG funds are effectively utilized and continue to meet community needs, County staff proposed a reallocation of these funds through a recent Annual Action Plan (AAP) Amendment.

The AAP Amendment redirects the funds originally intended for the East Village infrastructure project to a new initiative better positioned for timely implementation and impact. This new project focuses on enhancing affordable housing opportunities by supporting housing rehabilitation, down payment assistance, and rental housing programs. By amending the scope, the County can address immediate needs in the community more effectively, ensuring that funds are used to increase access to safe, decent, and affordable housing.

This amendment aligns with the County's ongoing commitment to adapt and respond to unforeseen challenges, maximizing the use of available resources to benefit low-to-moderate-income (LMI) residents. The reallocated funds will now support a broader range of affordable housing activities, directly addressing the urgent housing needs in Union County and ensuring the objectives of the 2023-2024 Action Plan are met despite the initial delays in the East Village project. The County has been working to develop the Septic System Program to rehab seven existing units.

The County is committed to demonstrate to HUD and the community that the County is affirmatively furthering fair housing. To that end, Union County has completed a fair housing study known as the 2022-2026 Analysis of Impediments to Fair Housing Choice (AI) to ensure that HUD-funded programs are being administered in a manner that affirmatively furthers fair housing for federally protected classes. As a result of the AI process, the County was able to fully examine the available demographic, housing and transportation data that helped implement set short-term and long-term goals over the next five years to affirmatively further fair housing choice for Union County residents. Based on the recommendations of the AI, the County will continue to further efforts of affordable housing. The County saw the AI as an opportunity to get the community involved in forming an UC Fair Housing Advisory Council that can lead the process in resolving these impediments. The first UC FHAC kickoff meeting took place October 12, 2022 to gather community input regarding how the Council should operate, what specific goals and responsibilities should be assigned, and what activities the community envisions the Council doing.

Discuss how these outcomes will impact future annual action plans.

Union County increased staff members, worked with a consultants, and HUD Technical assistance provider to review unspent funds to develop, adjust, or implement programing to complete these goals and obligations. Additionally, Union County will continue to invest the maximum allowable amount towards various public services to ensure vital services can be delivered to County residents. Furthermore, Union County will expand fair housing educational opportunities for residents, local organizations, and local municipalities, and continue fostering partnerships to work towards its goal of preserving and maintaining the existing housing stock in the county.

Union County's recent Annual Action Plan (AAP) Amendment addresses the delays and challenges faced in spending CDBG funds during the 2023 Program Year, particularly in the categories of public facilities and affordable housing. Due to a change in staff and restructuring of the administration of the CDBG entitlement program, County staff, in collaboration with a consultant, conducted a comprehensive

review of unspent funds. This review aimed to identify bottlenecks, reassess project timelines, and ensure alignment with community needs and priorities.

The AAP Amendment proposes reallocating unspent funds from delayed projects to other initiatives that are more likely to be completed within the established timelines. This amendment reflects a strategic shift to close the gap between expected one-year goals and actual outcomes, ensuring that projects not only meet high-priority goals but also align more closely with the timing of expenditures and risk management. By reallocating funds to more feasible projects, the County aims to prevent further delays and make efficient use of CDBG resources to address community needs effectively.

Additionally, the County is developing a comprehensive timeline for spending CDBG funds, which is now a top priority. This timeline will consider risks and the likelihood of project delays, ensuring better forecasting and planning. As part of this effort, Union County will continue to focus on completing existing projects already in the pipeline while launching new initiatives that align with high-priority goals. This approach, supported by the AAP Amendment, ensures that future Consolidated Annual Performance and Evaluation Reports (CAPERs) will more accurately reflect the County's progress toward its strategic objectives, including improving public facilities and expanding affordable housing options for low-to-moderate-income residents.. During 2023 Program Year funds were not spent in the categories of public facilities and affordable housing.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1,020	0
Low-income	250	0
Moderate-income	50	0
Total	**1,320**	**0**

Table 7 – Number of Households Served

Narrative Information

In Program Year 2023, all projects funded qualified as Low-to Moderate Limited Clientele. To meet this National Objective, subrecipient organizations were required to collect beneficiary documentation indicating that benefits were low-to-moderate income. The data compiled from the beneficiary income documentation is reflected in Table 6 above.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

As described in the Consolidated Plan, the County has been working with the NC Balance of State Continuum of Care (BoS CoC) Piedmont Region 5 Continuum of Care to reach the local homeless population during Program Year 2023 and beyond. The County will continue to work with and support the Piedmont Region 5 Continuum of Care, to reach the local homeless population and assess their needs and identify resources to support the need. Homeless outreach is conducted primarily through the CoC.

The 2023 homeless outreach Point-in-Time (PIT) count is an annual count of sheltered and unsheltered homeless persons on a single night on January 25, 2023. HUD requires that Continuums of Care (CoCs) conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night. CoCs must also conduct a count of unsheltered homeless persons every other year (odd numbered years); however, North Carolina CoCs conduct this count every year. Each count is planned, coordinated, and carried out locally.

Based on the 2023 PIT Count data:

Families with Children Experiencing Homelessness: 10 Households, 38 Total People, 26 children ages 17 and younger, 0 between 18-24 years old, 12 above the age of 25.

Adults without Children Experiencing Homelessness: 94 Households, 94 total people, 5 adults between 18-24 years old, 89 adults above the age of 25.

Total number of people experiencing homelessness was 132 individuals. 101 individuals or 76.52% were in a shelter, 0 or were in Transitional Housing and 31 individuals or 23.48% were unsheltered.

6 adults are veterans.

Addressing the emergency shelter and transitional housing needs of homeless persons

Union County will continue to work with area partners to assess the needs of this population and develop measures to assist with those needs through the annual notice of funding available and solicitation for public input during the Annual Action plan. Transitional Housing is no longer a best practice of HUD funding recommendations. It is the County's understanding through cooperation with the CoC that the few Transitional Housing programs in Union County are administered by Religious

NO SHOW / NO COMMENTS

Organizations that require participants to participate in religious activities and therefore are ineligible for federal funding. During the 2023 Program Year, Union County provided operational support to Union County Community Shelter provides emergency shelter to homeless individuals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless needs are addressed in the community through other organizations. However, Union County CDBG funding is available to eligible agencies that provide services and assistance to those at risk of becoming homeless.

People become homeless for a number of reasons including eviction, inability to pay rent, health problems, domestic violence and family conflicts, substance abuse issues, poverty and unemployment, inadequate supply of affordable housing, as well as physical and mental disabilities. The County continues to provide CDBG funds annually to eligible agencies carrying out activities to assist LMI individuals, special needs populations, ans presumed benefit clientele.

A key component of Union County's strategy to combat homelessness involves its partnership with Thrive Union, a collaborative initiative that brings together various service providers to address the needs of the homeless population. Thrive Union facilitates monthly meetings with service providers, enabling coordination, sharing of resources, and development of comprehensive solutions to homelessness. These meetings allow stakeholders to discuss challenges, align strategies, and improve service delivery to ensure the most effective use of available resources.

Among the participating organizations in Thrive Union is the Community Shelter, a vital service provider for homeless populations in Union County. The Community Shelter plays a crucial role in providing emergency shelter, transitional housing, and supportive services to individuals and families experiencing homelessness. As part of the Thrive Union network, the Community Shelter collaborates with other providers to enhance service coordination, identify gaps, and work towards a more robust and cohesive system of care for homeless residents. Through these efforts, Union County continues to build a stronger support network to assist those facing homelessness and to work towards long-term, sustainable solutions.duals, special needs population and presumed benefit clientele.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

NO SHOW / NO COMMENTS

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

CDBG funding was provided to the following to agencies that help clients connect with services to prevent homeless situations although these agencies do not physically provide shelter space to program participants. These agencies work to provide referrals to agencies that make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless.

- **The Common Heart Economic Empowerment Program:** Common Heart, a non-profit organization with a mission to feed hunger families and empower those in poverty to create a sustainable community, provides access to food and crisis assistance, while connecting families to Economic Empowerment programs to build stability and self-sufficiency to those in poverty, and encourage relationships, connections, and social capital among individuals of all economic classes.
- **The Turning Point Domestic Violence Shelter Assistance Project:** Turning Point is a non-profit service provider that provides a 24/7 crisis line, safe shelter, victim/court advocacy, case management, children's programs, parenting classes, individual and group counseling, and financial & relocation assistance for victims who cannot remain in the community due to safety concerns.
- **Union County Community Shelter Homeless and Hunger Services Project :** Union County Community Shelter provides emergency shelter and homeless provider services.
- **HealthQuest:** HealthQuest of Union County is a non-profit agency that provides prescription medication to the low-income, uninsured residents in Union County. To provide free prescription medications, insulin, and diabetic supplies to those who are unable to afford to pay for them at retail pharmacies.

NO SHOW / NO COMMENTS

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Union County does not maintain nor support any public housing. The Monroe Housing Authority (MHA) is the local entity with the sole responsibility for management and maintenance of public housing. MHA was established under the State of North Carolina General Statute 157 (Housing Authority Law) through a cooperation agreement with the City of Monroe, North Carolina on June 28, 1966.

The Monroe Housing Authority (MHA) provides quality affordable housing within the City of Monroe and Union County in North Carolina.

MHA administers the Housing Choice Voucher (HCV) program, also known as Section 8. The HCV Program is funded through the U.S. Department of Housing and Urban Development (HUD). MHA serves families, seniors and disabled residents through the administration of 318 Housing Choice Vouchers.

Community Advancement and Redevelopment Enterprise (CARE) is a 501c3 non-profit affiliate of the Monroe Housing Authority. CARE Administers Project-Based Vouchers (PBV) through the management of its properties through its subsidiary entities. CARE SWG manages a total of 173 PBV units spread through three communities: Serenity Place (44 Units) an Elderly and Disabled designated property, Grace Gardens (83 units), and Willow Oaks (46 Units). CARE West Ridge manages one PBV Community, West Ridge (33 Units).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Monroe Public Housing Authority is independent from Union County; therefore, the County does not participate directly in addressing public housing needs. The Monroe Public Housing Authority's programs and supportive services designed to involve management and participate in homeownership should be described in the Monroe Housing Authority's annual performance report.

Actions taken to provide assistance to troubled PHAs

N/A

NO SHOW / NO COMMENTS

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Union County 2022-2026 Analysis of Impediments to Fair Housing Report explains, affordable housing works best when it provides more than just a place to live. Without government subsidies and policy support, it is difficult to make affordable housing development happen. A collaborative effort among government leaders on all levels and non-profit organizations in the community is critical to transpire creative solutions.

The AI explains HUD defines the four housing problems as incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%. HUD defines the four severe housing problems as incomplete kitchen facilities, incomplete plumbing facilities, more than 1.5 persons per room, and cost burden greater than 50%. Cost burden is the ratio of housing costs to household income. For renter, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.

Regarding Union County Affordable housing, A total of 18,830 households (both owner and renter included) out of the total 75,165 households in Union County experienced at least 1 of the 4 housing problems and 8,485 households (both owner and renter included) experienced at least 1 of the 4 severe housing problems. A total of 56,845 households (both owner and renter included) out of the total 75,165 households in Union County experienced cost burden less than or equal to 30%, 10,875 households (both owner and renter included) experienced cost burden between 30% and 50%, and 6,690 households (owner and renter included) experienced cost burden more than 50%.

Additionally, addressing barriers to affordable housing must continue to be a comprehensive approach and commitment from public officials, private donors, and the public and as well coordinated efforts of various county and city agencies. Education on affordable housing needs should begin to be discussed and addressed. Other strategies are being investigated such as providing opportunities such as donated properties and developed lands with improved infrastructure are extremely helpful to the attainment of affordable housing. Additional funds and partnerships such as private foundations and donors providing grant funds towards affordable housing development. Capacity building for local housing development agencies is needed to have qualified agencies to work with on affordable housing using federal funding.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Union County continues to develop the Septic System repair program. This program will assist Union County residents that are below 80 percent of AMI and on fixed and limited income to address code

NO SHOW / NO COMMENTS

issues identified by the Department of Environmental Health which will help improve the current housing stock.

To further address underserved needs, Union County has substantial amendments to its FY 2018, 2022, and 2023 Annual Action Plans and Budgets. These amendments allow for the reallocation and expansion of project scopes while maintaining the same funding levels, in line with the County's Citizen Participation Plan. The amendments change the scope of previously approved projects to better meet emerging community needs, particularly in public services and affordable housing.

The substantial amendments are as follows:

FY 2018 Program Year: The project scope for the Jesse Helms Playground has been amended to provide funds for Public Service Projects that offer comprehensive support services to low to moderate-income individuals and their families. This shift addresses the broader social needs of the community without altering the original budget.

FY 2022 Program Year: The project scope for Union Anson Habitat East has been expanded to include a range of Affordable Housing Activities, such as housing rehabilitation, homeownership support, rental housing development, down payment assistance, and shelter construction.

FY 2023 Program Year: The Habitat for Humanity Housing Project scope has been amended similarly to FY 2022, focusing on a broader array of affordable housing initiatives. Both FY 2022 and FY 2023 amendments aim to increase access to affordable housing options and provide more comprehensive support to underserved residents.

These strategic amendments and program developments are aimed at enhancing Union County's ability to meet the needs of its underserved populations, ensuring more flexible, impactful, and targeted use of CDBG funds.

Additionally, Public Services funds supported community and supportive services, with special emphasis on services for the homeless, seniors, the disabled, veterans, and other persons with special needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Currently Union County does not have any programs that would trigger Lead based paint hazards. The County will continue to develop the Septic System Repair pilot program to review houses built prior to 1978. If requested, education can be provided to the residents of Union County regarding the dangers of lead-based paint to adults and children. By providing this education to residents it will decrease the number of lead-based paint cases throughout Union County.

The Affordable Housing Activities Program, as part of the amended scopes for FY 2022 and FY 2023, will now include housing rehabilitation projects that specifically target lead remediation. These projects are

NO SHOW / NO COMMENTS

designed to help low-to-moderate-income residents make necessary repairs to their homes to comply with safety codes, including the abatement or removal of lead-based paint hazards. This approach aligns with federal regulations to eliminate lead-based paint risks, especially in homes built before 1978, where such hazards are most prevalent.

The substantial amendment to the FY 2022 and FY 2023 Action Plans now allows for the allocation of CDBG funds toward critical activities like lead paint inspections, risk assessments, and full lead remediation. By broadening the scope of these amendments to include comprehensive housing rehabilitation, the County can provide financial assistance for lead hazard control in conjunction with other home improvements. This integrated approach ensures that residents, especially children and the elderly, are protected from lead exposure, while homes are upgraded for long-term safety and habitability.

These amendments and expanded rehabilitation programs demonstrate Union County's commitment to addressing both immediate and systemic housing issues. By targeting lead hazards and providing funding for essential repairs, the County is better equipped to enhance the quality of housing for underserved residents and improve overall public health outcomes.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Union County allocated PY 2023 funding to multiple public service agencies that provide various services to low-income citizens. These services are primarily focused on family and senior services and providing participants with assistance to overcome barriers associated with being low income or homeless.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Union County is the lead agency responsible for the preparation and implementation of the Consolidated and Annual Action Plan which requires public and private input from community stakeholders. Union County has increased staff which increased capacity of the County to develop more partnerships with stakeholders. Union County will continue its efforts to collaborate with other County departments and state agencies to facilitate more efficient solutions.

Union County has also formed a partnership with Thrive Union, an initiative that plays a crucial role in enhancing the County's institutional structure. Thrive Union brings together a diverse range of nonprofit organizations, social service agencies, housing providers, and other key stakeholders through regular monthly meetings. These meetings provide a platform for discussing emerging needs, sharing resources, and developing strategies for coordinated service delivery. By fostering this collaborative environment, Union County is better positioned to address the complex needs of its residents through a more cohesive institutional framework.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

NO SHOW / NO COMMENTS

Union County has continued to develop a network of community-based nonprofit organizations that provide a wide range of housing and human service opportunities for County residents. Union County solicits input from several public, private, housing and social services agencies to request funding and provide their input.

The partnership with Thrive Union further enhances coordination between these entities. Through monthly meetings organized by Thrive Union, Union County facilitates continuous dialogue and collaboration among several nonprofit organizations and service providers. These meetings serve as a critical forum for aligning objectives, identifying service gaps, and leveraging collective resources to improve service delivery and outcomes for the community. By strengthening these ties between public and private sectors, Union County ensures a more integrated and responsive network of support for its residents.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Union County 2022-2026 Analysis of Impediments (AI) to Fair Housing Report The goal of the analysis to identify any barriers to fair housing choice for protected classes and to develop recommendations Union County can implement to address barriers that exist for fair housing choice for residents.

The report identifies barriers that could limit housing choice for residents of Union County. Impediments to fair housing can be complex in nature and are embedded in the fabric of the community through different layers, such as the social, cultural, and economic levels. There is no one strategy that fits all. The barriers can prevent residents from recognizing their rights to fair treatment under federal fair housing laws as it shows with the number of fair housing complaints submitted (10) between 2016 and 2021. Education is the fundamental foundation of fighting against discrimination and a power tool to increase awareness. It is important that Union County residents understand what steps they can take when they have experienced some form of housing discrimination. Furthering Fair Housing will require municipalities, agencies, and organizations across the County to work within their own divisions to create and monitor unbiased policies, correspond with each other to identify strengths and limitations of strategies, and implement solutions to existing and new barriers. The following AI goals employ a combination of education, data collection and development of partnerships with increased access to affordable housing and housing services: 1-**Increase fair housing resources and enforcement:** the goal is to increase the knowledge about Fair Housing laws and regulations among county residents, landlords, tenants, local agencies, organizations, and municipalities, and encourage updating existing Code Enforcement Ordinances to provide a baseline for effective enforcement strategies, that can be implemented.2-**Increase fair housing education and outreach:** Union County's goal is to partner up with the NC Justice Center to organize county-wide training sessions on fair housing issues several times a year, subject to HUD funding availability. The County is partnering with local housing agencies to educate tenants and landlords on fair housing rights.3-**Increase supply of new affordable housing units:** Union County is currently lacking in the development of new affordable housing. The County is beginning to initiate partnerships with public and private housing developers and advocating for the

NO SHOW / NO COMMENTS

development affordable and mixed-income housing.4-**Increase preservation and accessibility modification of existing affordable housing stock:** Union County's septic system repair program with a goal of assisting 7 homes in the county as a way of maintaining affordable housing units in the community. The goal is to work towards building up a county-wide robust critical home repair program, using CDBG funds, and other available grant funds over the upcoming years. The County also plans on actively seeking out potential partnerships with existing local Community Housing Development Organizations.5-**Provide better access to mobility and transportation services. Continue improving access to public infrastructure.**Union County is continuing to be involved in discussions about local and regional public transportation initiatives.

Modifications of the existing affordable housing stock will improve through the Septic System Repair Program. While no funds have been spent on the program, the program has accepted applications and completed inspections for qualified applications. The County has began the procurement process to initiate the repair or replacement of defective septic systems in the County. Additionally, the County has formed the UC Fair Housing Advisory Council and created bylaws for the Council.

NO SHOW / NO COMMENTS

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Union County is responsible for monitoring the performance of each sub-recipient under the terms of its agreement.

The County, uses the CDBG Subrecipient Monitoring Manual and Risk Assessment Matrix in accordance with applicable federal requirements. The County has developed a monitoring checklist for each type of CDBG-funded activity that will ensure long-term compliance with requirements of the program.

Monitoring procedures for 2023 applicable programs are described below.

CDBG Subrecipients are monitored continuously throughout the year. All federal regulations and laws listed in their agreements are monitored including but not limited to Davis Bacon, conflict of interest, and procurement guidelines. All reimbursement documentation is carefully reviewed. During which, Union County also requires review of client intake forms and procedural processes for client assistance. During desk monitoring or onsite monitoring a checklist is used to ensure all regulations and program information has been reviewed such as National Objective and eligibility; Conformance to sub recipient agreement; Record keeping system; Financial Management systems; Procurement; Equipment and real property; Non-discrimination and actions to fair housing; Conclusions and follow up.

Union County will require a full list of clients served during the funding year. The lists contain addresses of all participants, confirming eligibility, such as location within jurisdiction, income, demographics for each sub recipient program. At the end of each monitoring visits, recap of findings or non-findings were discussed. Upon completion of the monitoring, each subrecipient will be provided a letter of compliance and performance items to be addressed will be noted.

The County and its recipients established a quarterly reporting and reimbursement process that will allow County staff early opportunities to work with grant recipients should programmatic issues occur.

NO SHOW / NO COMMENTS

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The timeline of public notice for the FY 2023 CAPER: Appeared in Inquirer Journal from 9/11/2024 to 9/26/2024 with Public Comment Period 9/11/2024 - 9/26/2024.

2023 CAPER Public Comments are attached as a seperate document. No Comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Reasonable delays in the implementation of project activities were to be expected during Program Year 2023, which was the third program year of the County's Consolidated plan. The County worked diligently to develop necessary procedures, materials, and reports for the program. As a result, Union County has increased staff members and worked with a consultant and HUD Technical Assistance provider to review unspent funds to develop, adjust, or implement programing to complete these goals and obligations. In the upcoming years, the County expects that implementation of activities identified in the Annual Action Plan Amendments will be more efficiently and effectively carried out in a more reasonable timeframe. Through the development of the processes the County has developed a risk management tool and will focus on timeliness of spending funds.

The strategic plan outlined in our timeliness workout plan outlines our approach to completing four projects under the Community Development Block Grant (CDBG) program: one infrastructure project, two home repair/rehab projects, and one public services project. **Project A** involves expanding recreation amenities with a multi-purpose playground, projected to draw down $1,016,940.50 by March 2025 and is currently 50% complete. **Project B** and **Project C** focus on providing essential home and septic repairs for low-to-moderate-income residents, with total drawdowns of $717,888.87 and an estimated completion by June 2025. **Project D** aims to offer support to domestic violence survivors, with a drawdown of $59,320.83 and completion also by June 2025. The total projected drawdown for all projects is $1,794,150.20.

Interim steps have been taken to accelerate project timelines, such as expediting procurement processes, improving communication with subrecipients, and implementing the eCivis software for better tracking of funds and timelines. With these improvements, we are confident in our ability to deliver timely and effective public services next year and will keep stakeholders updated with regular progress reports.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

NO SHOW / NO COMMENTS

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

NO SHOW / NO COMMENTS

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Reasonable delays in the implementation of project activities were to be expected during Program Year 2023, which was the third program year of the County's Consolidated plan. The County worked diligently to develop necessary procedures, materials, and reports for the program. As a result, Union County has increased staff members and worked with a consultant and HUD Technical Assistance provider to review unspent funds to develop, adjust, or implement programing to complete these goals and obligations. In the upcoming years, the County expects that implementation of activities identified in the Annual Action Plan Amendments will be more efficiently and effectively carried out in a more reasonable timeframe. Through the development of the processes the County has developed a risk management tool and will focus on timeliness of spending funds.

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No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

NO SHOW / NO COMMENTS

NO SHOW / NO COMMENTS

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0		0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

NO SHOW / NO COMMENTS

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

There were no programs in 2023 triggered section 3 requirements. As larger projects are ramped up all section 3 requirements will be met.

NO SHOW / NO COMMENTS

Attachment

2023 CAPER Cover Page

NO SHOW / NO COMMENTS

UNION COUNTY
north carolina

2023
CDBG
Comprehensive Annual Performance Evaluation Report (CAPER)



Affidavit of Publication - CAPER

AFFP
CAPER_L.WEST

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:

September 11, 2024

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

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 11th day of September 2024.

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

My commission expires: March 06, 2027

00009753 71051130

LYNN WEST
UC BOCC LEGAL ACCOUNT
500 N MAIN STREET
ROOM 921
MONROE, NC 28112

UNION COUNTY
FY 2023 Consolidated Annual Performance Evaluation and Review Public Review & Comment Period

September 11, 2024

Public Notice is hereby given that Union County has developed the draft HUD Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program for the period covering July 1, 2023, through June 30, 2024. The CAPER document is intended to provide citizens with a summary of the annual accomplishments for the Union County CDBG program and the activities that have benefitted low and moderate income residents.

The CAPER will be available for public review and comment for a period of fifteen (15) days beginning on September 11, 2024, and ending September 25, 2024. Copies of the CAPER can be accessed on the County's website, here: https://www.unioncountync.gov/cdbg or you may send requests for printed copies to CDBG@unioncountync.gov.

The County will hold an in-person public hearing to obtain comments on the CAPER for Union County's CDBG program on Wednesday, September 18, 2024, from 5:30 PM to 6:30 PM. The meeting will take place at the Union County Government Center Board Room located on the First Floor, 500 North Main Street, Monroe, NC 28112. Anyone who requires special modifications to attend this meeting, has non-English-speaking needs and/or requires the information in an alternative format because of a disability, please contact Monica Culbreath at (704) 283-3580 or Monica.Culbreath@unioncountync.gov. We request at least 72 hours' notice prior to the meeting to make the appropriate arrangements.

All letters and emails must be received by September 25, 2024, to be considered for the publication of the 2023 CAPER. There are three ways to participate.

1) Present your comments at the in-person public hearing;

2) Send written comments via mail to:
500 North Main Street,
Suite 936
Monroe, NC 28112
Attn: Monica Culbreath, Grant Specialist

3) Send written comments via email to CDBG@unioncountync.gov and Monica.Culbreath@unioncountync.gov. All comments must be received by September 25, 2024, to be considered for the publication of the CAPER.

NO SHOW / NO COMMENTS

No Pubic Comments

UNION COUNTY

EVENT	TIME	EVENT DATE	LOCATION
PY 2023 CAPER	5:30 p.m. – 6:30 p.m.	09/18/2024	1st Floor Board Room, 500 Main Street

NO	FIRST NAME	LAST NAME	PHONE	EMAIL	TOWN
1	First and Last Name		(123) 456-7890	yoon@example.com	Union City
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

NO SHOW / NO COMMENTS

NO	FIRST NAME	LAST NAME	PHONE	EMAIL	TOWN
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
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27					
28					
29					
30					

NO SHOW / NO COMMENTS

CDBG Financial Reports

PR26 - CDBG Financial Summary Report



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2023
Union County , NC

DATE: 08-14-24
TIME: 11:19
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,144,881.73
02 ENTITLEMENT GRANT	1,092,632.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,237,513.73
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	225,421.72
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	225,421.72
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	129,255.67
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	354,677.39
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,882,836.34
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	225,421.72
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	225,421.72
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	225,421.72
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	61,715.56
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	163,706.16
32 ENTITLEMENT GRANT	1,092,632.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,092,632.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.98%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	129,255.67
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	10,700.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	10,700.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	129,255.67
42 ENTITLEMENT GRANT	1,092,632.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,092,632.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	11.83%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	2	62	6929414	PY23-24 Public Services - Community Shelter	03T	LMC	$25,000.00
					03T	**Matrix Code**	**$25,000.00**
2022	6	50	6829862	FY22-23 Council on Aging In-Home Assistance for Seniors Project	05A	LMC	$6,983.91
2022	6	50	6845929	FY22-23 Council on Aging In-Home Assistance for Seniors Project	05A	LMC	$13,384.79
2022	6	50	6847958	FY22-23 Council on Aging In-Home Assistance for Seniors Project	05A	LMC	$12,443.64
2023	2	56	6915081	PY23-24 Public Service-Council on Aging	05A	LMC	$50,000.00
					05A	**Matrix Code**	**$82,812.34**
2022	4	51	6828376	FY22-23 Turning Point Domestic Violence Program	05G	LMC	$2,941.00
2022	4	51	6840545	FY22-23 Turning Point Domestic Violence Program	05G	LMC	$2,975.00
2022	4	51	6845933	FY22-23 Turning Point Domestic Violence Program	05G	LMC	$5,967.00
2022	4	51	6875857	FY22-23 Turning Point Domestic Violence Program	05G	LMC	$2,436.87
2023	2	58	6890045	PY23-24 Public Service- Turning Point	05G	LMC	$22,525.64
2023	2	58	6915018	PY23-24 Public Service- Turning Point	05G	LMC	$6,300.84
2023	2	58	6915019	PY23-24 Public Service- Turning Point	05G	LMC	$8,748.72
2023	2	58	6923450	PY23-24 Public Service- Turning Point	05G	LMC	$2,424.80
					05G	**Matrix Code**	**$54,319.87**
2023	2	60	6915088	PY23-24 Public Services - HealthQuest	05M	LMC	$2,709.72
2023	2	60	6929421	PY23-24 Public Services - HealthQuest	05M	LMC	$10,290.28
					05M	**Matrix Code**	**$13,000.00**
2022	5	54	6828373	FY22-23 Crisis Assistance Ministry Housing Stability Program	05Z	LMC	$706.16
2022	7	52	6828381	FY22-23 Common Heart Economic Empowerment and Development Program	05Z	LMC	$4,166.66
2022	7	52	6845917	FY22-23 Common Heart Economic Empowerment and Development Program	05Z	LMC	$10,416.69
2023	2	57	6886956	PY23-24 Public Service- Common Heart	05Z	LMC	$20,548.84
2023	2	57	6914613	PY23-24 Public Service- Common Heart	05Z	LMC	$2,940.40
2023	2	57	6915017	PY23-24 Public Service- Common Heart	05Z	LMC	$7,734.86
2023	2	57	6929422	PY23-24 Public Service- Common Heart	05Z	LMC	$3,775.90
					05Z	**Matrix Code**	**$50,289.51**
Total							**$225,421.72**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2023	2	62	6929414	No	PY23-24 Public Services - Community Shelter	B23UC370004	EN	03T	LMC	$25,000.00
								03T	**Matrix Code**	**$25,000.00**
2022	6	50	6829862	No	FY22-23 Council on Aging In-Home Assistance for Seniors Project	B22UC370004	EN	05A	LMC	$6,983.91
2022	6	50	6845929	No	FY22-23 Council on Aging In-Home Assistance for Seniors Project	B22UC370004	EN	05A	LMC	$13,384.79
2022	6	50	6847958	No	FY22-23 Council on Aging In-Home Assistance for Seniors Project	B22UC370004	EN	05A	LMC	$12,443.64
2023	2	56	6915081	No	PY23-24 Public Service-Council on Aging	B23UC370004	EN	05A	LMC	$50,000.00
								05A	**Matrix Code**	**$82,812.34**
2022	4	51	6828376	No	FY22-23 Turning Point Domestic Violence Program	B22UC370004	EN	05G	LMC	$2,941.00
2022	4	51	6840545	No	FY22-23 Turning Point Domestic Violence Program	B22UC370004	EN	05G	LMC	$2,975.00
2022	4	51	6845933	No	FY22-23 Turning Point Domestic Violence Program	B22UC370004	EN	05G	LMC	$5,967.00
2022	4	51	6875857	No	FY22-23 Turning Point Domestic Violence Program	B22UC370004	EN	05G	LMC	$2,436.87
2023	2	58	6890045	No	PY23-24 Public Service- Turning Point	B23UC370004	EN	05G	LMC	$22,525.64
2023	2	58	6915018	No	PY23-24 Public Service- Turning Point	B23UC370004	EN	05G	LMC	$6,300.84

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2023	2	58	6915019	No	PY23-24 Public Service- Turning Point	B23UC370004	EN	05G	LMC	$8,748.72
2023	2	58	6923450	No	PY23-24 Public Service- Turning Point	B23UC370004	EN	05G	LMC	$2,424.80
								05G	**Matrix Code**	**$54,319.87**
2023	2	60	6915088	No	PY23-24 Public Services - HealthQuest	B23UC370004	EN	05M	LMC	$2,709.72
2023	2	60	6929421	No	PY23-24 Public Services - HealthQuest	B23UC370004	EN	05M	LMC	$10,290.28
								05M	**Matrix Code**	**$13,000.00**
2022	5	54	6828373	No	FY22-23 Crisis Assistance Ministry Housing Stability Program	B22UC370004	EN	05Z	LMC	$706.16
2022	7	52	6828381	No	FY22-23 Common Heart Economic Empowerment and Development Program	B22UC370004	EN	05Z	LMC	$4,166.66
2022	7	52	6845917	No	FY22-23 Common Heart Economic Empowerment and Development Program	B22UC370004	EN	05Z	LMC	$10,416.69
2023	2	57	6886956	No	PY23-24 Public Service- Common Heart	B23UC370004	EN	05Z	LMC	$20,548.84
2023	2	57	6914613	No	PY23-24 Public Service- Common Heart	B23UC370004	EN	05Z	LMC	$2,940.40
2023	2	57	6915017	No	PY23-24 Public Service- Common Heart	B23UC370004	EN	05Z	LMC	$7,734.86
2023	2	57	6929422	No	PY23-24 Public Service- Common Heart	B23UC370004	EN	05Z	LMC	$3,775.90
								05Z	**Matrix Code**	**$50,289.51**
				No	**Activity to prevent, prepare for, and respond to Coronavirus**					**$225,421.72**
Total										**$225,421.72**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	3	42	6792027	FY 21 Planning and Administration	21A		$1,545.00
2021	1	45	6867118	FY22 Planning and Administration	21A		$16,225.00
2021	1	45	6909114	FY22 Planning and Administration	21A		$980.22
2022	1	49	6828409	FY22-23 Planning and Administration	21A		$20,000.00
2022	1	49	6909114	FY22-23 Planning and Administration	21A		$5,018.00
2023	1	55	6829882	FY23 (PY23-24)Planning & Administration	21A		$14,452.22
2023	1	55	6835702	FY23 (PY23-24)Planning & Administration	21A		$7,226.38
2023	1	55	6840540	FY23 (PY23-24)Planning & Administration	21A		$11,275.00
2023	1	55	6841127	FY23 (PY23-24)Planning & Administration	21A		$7,228.29
2023	1	55	6859865	FY23 (PY23-24)Planning & Administration	21A		$5,400.44
2023	1	55	6890690	FY23 (PY23-24)Planning & Administration	21A		$1,250.00
2023	1	55	6890694	FY23 (PY23-24)Planning & Administration	21A		$79.60
2023	1	55	6891401	FY23 (PY23-24)Planning & Administration	21A		$4,830.61
2023	1	55	6904710	FY23 (PY23-24)Planning & Administration	21A		$1,276.23
2023	1	55	6905288	FY23 (PY23-24)Planning & Administration	21A		$9,967.79
2023	1	55	6909114	FY23 (PY23-24)Planning & Administration	21A		$4,638.99
2023	1	55	6909733	FY23 (PY23-24)Planning & Administration	21A		$1,545.00
2023	1	55	6912304	FY23 (PY23-24)Planning & Administration	21A		$9,621.09
2023	1	55	6919728	FY23 (PY23-24)Planning & Administration	21A		$4,581.66
2023	1	55	6919730	FY23 (PY23-24)Planning & Administration	21A		$2,014.65
2023	1	55	6923525	FY23 (PY23-24)Planning & Administration	21A		$99.50
					21A	**Matrix Code**	**$129,255.67**
Total							**$129,255.67**

NO SH

File #: 25-464 **Agenda Date:** 7/14/2025

TITLE:

South Piedmont Regional Autopsy Center - July 2025 Quarterly Report

INFORMATION CONTACT:

Stephanie Dudley, County Manager's Office, Business Manager, 704-292-2668

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This is the quarterly progress report on the operations of the South Piedmont Regional Autopsy Center (SPRAC).

FINANCIAL IMPACT:

None.

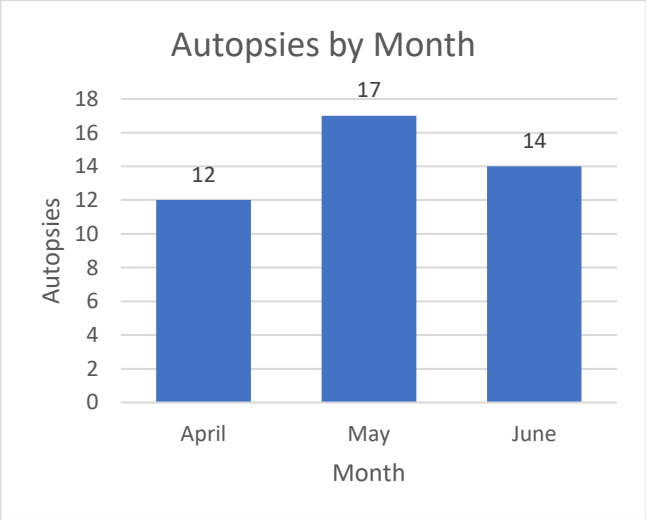
South Piedmont Regional Autopsy Center

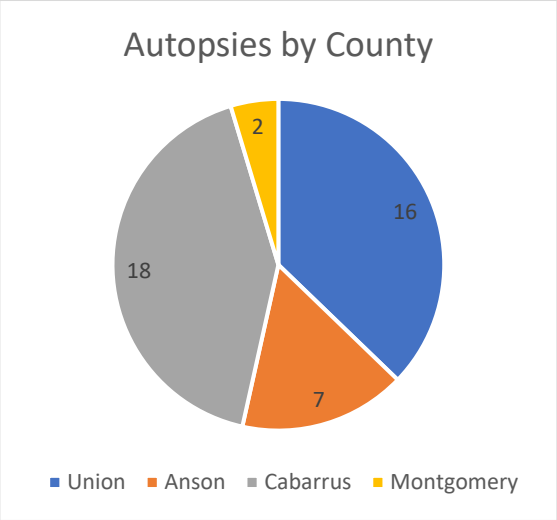
July 2025 Quarterly Report

April 2025-June 2025

The South Piedmont Regional Autopsy Center (SPRAC) continues to perform autopsies at its temporary facility located at Atrium Health Union. Coverage expanded to include a fourth county, Montgomery County, on May 1, 2025.

Between April 1, 2025, and June 30, 2025, a total of 43 autopsies were performed. Of those, 16 involved deaths in Union County, seven in Anson County, 18 in Cabarrus County, and two in Montgomery County.





From April through June, 13 cases were connected to criminal investigations, including one related to a death by distribution charge. This figure is not comprehensive. While the Medical Examiner's Office works collaboratively with law enforcement, it conducts independent investigations and is not always notified when a criminal investigation occurs.

Planning for the permanent facility is also underway. Meetings have begun for the initial design phase, with input from project partners to ensure the building meets the operational needs of the center.

SPRAC will continue to analyze quarterly autopsy volumes and monitor trends in county-specific service volumes. Ongoing data collection supports accurate workload forecasting, resource allocation and long-term planning for regional forensic services.

File #: 25-467 **Agenda Date:** 7/14/2025

TITLE:

Monthly Update - Wastewater Treatment Capacity

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County Water is closely monitoring the wastewater treatment capacities at our Water Reclamation Facilities. Permitting Capacity is evaluated using the Actual Plant Flows plus the Permitted/Obligated Flows (unconnected). Union County Water was asked to provide regular updates. Plant flow information through June 2025 is summarized in the attached table.

Twelve Mile Creek

- Percent of Actual Flows = 70.5%
- Percent of Actual + Permitted Flows = 89.9%
- Actual Flows (MGD) = 5.291
- Actual + Permitted Obligated Flows (MGD) = 6.742

Crooked Creek

- Percent of Actual Flows = 60.1%
- Percent of Actual + Permitted Flows = 90.4%
- Actual Flows (MGD) = 1.142
- Actual + Permitted Obligated Flows (MGD) = 1.717

Olde Sycamore

- Percent of Actual Flows = 27.3%
- Percent of Actual + Permitted Flows = 27.3%
- Actual Flows (MGD) = 0.041
- Actual + Permitted Obligated Flows (MGD) = 0.041

Tallwood

- Percent of Actual Flows = 42.0%

- Percent of Actual + Permitted Flows = 42.0%
- Actual Flows (MGD) = 0.021
- Actual + Permitted Obligated Flows (MGD) = 0.021

Grassy Branch

- Percent of Actual Flows = 84.0%
- Percent of Actual + Permitted Flows = 86.0%
- Actual Flows (MGD) = 0.042
- Actual + Permitted Obligated Flows (MGD) = 0.043

In addition to the wastewater treatment capacities, flow volumes associated with development projects that are in the planning and review process within the Twelve Mile Creek and Crooked Creek WRF service areas are provided for information as well. Development flow volumes through June 2025 are summarized in the attached tables.

FINANCIAL IMPACT:

None.

Water Reclamation Facility Flows

WRF	Permitted Capacity (MGD)	Actual Average Daily Flow[1] (MGD)	Percent of Actual Flow Used	Actual + Permitted Obligated Flows (MGD)	Percent of Permitted Flow Used	Actual Rainfall (in)
Twelve Mile Creek	7.5	5.291	70.5%	6.742	89.9%	4.4
Crooked Creek	1.9	1.142	60.1%	1.717	90.4%	3.7
Olde Sycamore	0.15	0.041	27.3%	0.041	27.3%	3.6
Tallwood	0.05	0.021	42.0%	0.021	42.0%	4.0
Grassy Branch	0.05	0.042	84.0%	0.043	86.0%	5.7

[1]Based on a 12-month rolling average.

Development Flows

12-Mile Creek WRF		
Backlog Type	**Number of Projects**	**Requested Flow (MGD)**
Approved – Permit Submittal Pending	7	0.173
Engineering Plan Review	12	0.519
Sketch Plan Review	16	0.607
Totals	**35**	**1.299**

Crooked Creek WRF		
Backlog Type	**Number of Projects**	**Requested Flow (MGD)**
Approved – Permit Submittal Pending	5	0.113
Engineering Plan Review	4	0.168
Sketch Plan Review	7	0.149
Totals	**16**	**0.430**

File #: 25-402 **Agenda Date:** 7/14/2025

TITLE:

Conditional Rezoning 2025-CZ-002 Gordon

INFORMATION CONTACT:

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

ACTION REQUESTED:

Approve or deny the proposed conditional rezoning.

TO APPROVE THE PROPOSED AMENDMENT

Motion

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

TO DENY THE PROPOSED AMENDMENT

Motion

Deny rezoning petition CZ-2025-002 and adopt the consistency and reasonableness statement for denial.

PRIOR BOARD ACTIONS:

June 16, 2025, Regular Meeting, Agenda Item # 25-365 - Conduct public hearing.

BACKGROUND:

This case is requesting to rezone a 2.65 acre portion of one parcel totaling 8.46 acres appearing on the tax map as tax parcel 04-341-004E from RA-40 to Light Industrial (LI) with Conditions; located in the Jackson Township. The rezoning will include the following conditions:

1) Limited to site plan dated April 11, 2025
2) 2.65 acre portion will be subdivided with LI with Conditions zoning applied
3) Five-year vesting of development rights
4) Development will meet all requirements of the Union County Unified Development Ordinance on the date of approval

A community meeting was held April 28, 2025. One member of the public attended. They did not oppose the proposed use but had questions about other potential industrial uses in the future. It was explained that no other uses would be allowed with an additional rezoning. No changes were made based on feedback.

The Land Use Board reviewed this case at its May 20, 2025, meeting. Two people spoke, one for and one against. The Land Use Board recommended denial on a 4-3 vote, citing concerns over incompatible uses with residential areas.

One person spoke against the rezoning at the June 16, 2025, public hearing, citing impacts on property values.

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 3704 Mary Elizabeth Ch. Rd City Waxhaw State N.C. Zip 28173

Tax Parcel ID 04341004E Current Zoning Designation ~~Residential~~ RA-40 Total Acres 8.46

Proposed Zoning Designation ~~Heavy Industrial~~ Light Industrial Date Submitted 1/29/2025

Contact Information

Applicant Name Adam Gordon

Address 3704 Mary Elizabeth Ch Rd City Waxhaw State N.C. Zip 28173

Phone (704) 320-5005 Fax N/A Email agordon21ag@gmail.com

Property Owner Name Adam + Colby Gordon

Address 3704 Mary Elizabeth Ch. Rd City Waxhaw State N.C. Zip 28173

Phone (704) 320-5005 Fax N/A Email agordon21ag@gmail.com

Applicant's Certification

Adam M. Gordon — Signature
1/29/2025 — Date
Adam M Gordon — Printed Name/Title

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

Adam M Gordon — Signature
1/29/2025 — Date
Adam M. Gordon — Printed Name/Title
Colby H Gordon

Union County Office Use Only:

Case Number: 2025-CZ-002 Gordon Date Received: 2-4-25

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

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

LETTER OF INTENT

Date: February 4, 2025

To: Union County Planning Dept

Subject: Conditional Rezoning of Property at 3704 Mary Elizabeth Church Rd.

Hello and thank you for your time. My name is Adam Gordon and I'm a resident of Union County. I was born and raised here, to go a step further, I grew up in my parents' house on Mary Elizabeth Church Rd and then built my house on Mary Elizabeth Church Rd.

I purchased the land that we own now in 2013, I then built the original house at 3710 Mary Elizabeth Church Rd in 2015 and because my family continued to grow, we built our current home at 3704 Mary Elizabeth Church Rd in 2022.

My Dad, Mitchell Gordon, owns the property at 3721 Mary Elizabeth Church Rd. He has a small automotive repair business there. I work for Mitchell at, "The Shop". Our space for parking customer vehicles there is limited so we started utilizing a small lot at the 3704 Mary Elizabeth Church Rd property that was cleared by the previous owner by the logging company that thinned the pines before I purchased the property. Fast forward to 2021, I contacted the Forest Service about a beetle infestation that I had in the pines that were still standing. The Forest Agent advised me that I needed to have the trees on the property harvested as soon as possible to avoid wasting the trees and allowing the beetles to spread to other properties. I took the advice of the Forest Agent and had the pine trees removed. Later, when the grading company came to clear the lot for our new house, I had them remove the leftover stumps throughout the property.

At this point, due to the removal of the trees and their stumps, there is basically a vacant lot beside the area that we currently use as overflow parking for vehicles that are waiting to be repaired. Our business has gotten busier and the extra space would be a great asset to our small business. It would also be very useful and much safer for our tow trucks and delivery drivers to use to turn around and unload versus having to do so on or at the roadside. I am submitting a site plan proposal that shows the existing parking area, an existing storage building, the proposed new area for parking and a potential building for automotive repair in the future should it be needed. I am proposing that a portion of the land at 3704 Mary Elizabeth Church Rd be zoned Light Industrial. I am proposing Light Industrial only because we occasionally repair commercial vehicles. The rezoning would also include splitting out the existing house and the land to the rear of the light industrial area as a second residential parcel.

I honestly believe this proposal will help enhance Mary Elizabeth Church Rd. I intend on planting enough hedge around the area to prevent it from "being an eye sore" to neighbors and those passing by. Having the space to get tow trucks and delivery vehicles off of the road to unload will prevent traffic from having to stop and wait and will also be safer for all of those involved.

Thank you once again for your time and help in this matter.

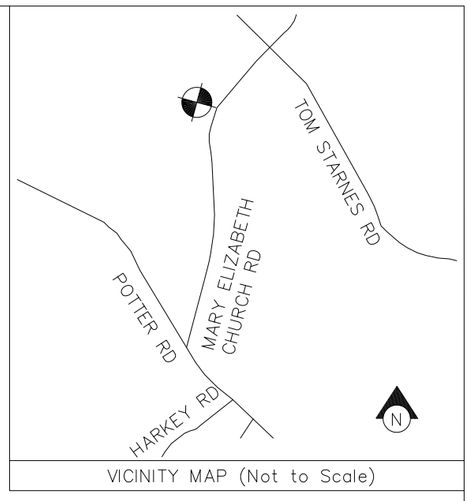
Sincerely,

Adam Gordon

Adam M. Gordon

DEVELOPMENT SUMMARY:
1. EXISTING ZONING: RA-40
2. PROPOSED ZONING: LI
   FRONT SETBACK: 50FT
   REAR SETBACK: 50FT
   SIDE SETBACK: 20FT
3. DEVELOPMENT WILL FULLY COMPLY WITH ALL PROVISIONS OF UNION COUNTY ORDINANCES
4. NEW LOT 2 WITH LI ZONING ACREAGE: 2.65 APPROXIMATELY
5. PREVIOUS RESIDENTIAL ACREAGE TO REMAIN: 5.81 APPROXIMATELY
6. EXACT NEW PROP LINE, EASEMENT. AND ACREAGE TO BE VERIFIED BY OFFICIAL SURVEY IF APPROVED
7. 30' MAX BUILDING HEIGHT PROPOSED

OWNER: ADAM GORDON
CELL: 7043205005
EMAIL: agordon21ag@gmail.com



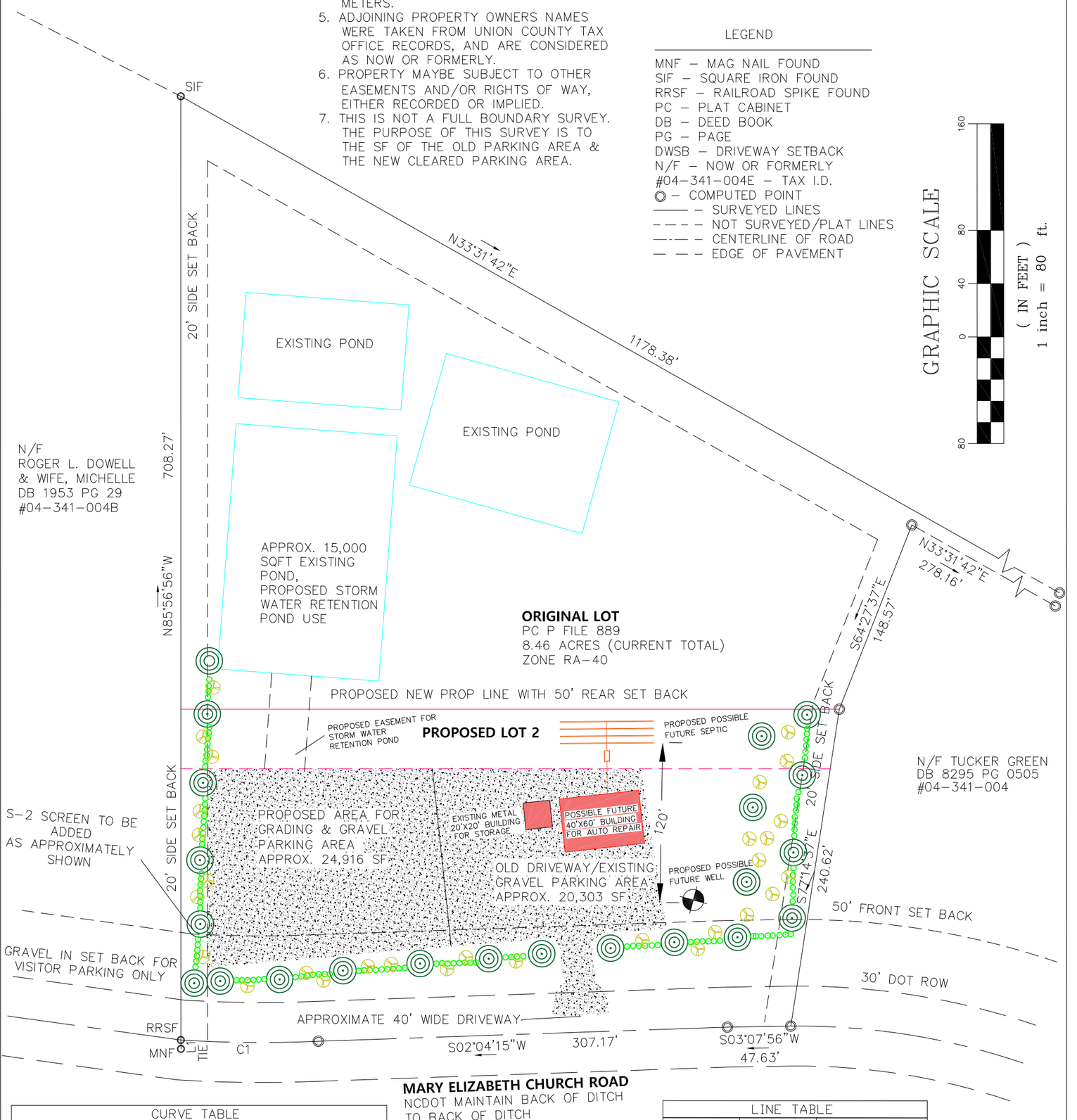
VICINITY MAP (Not to Scale)

MAP NORTH REF:
PC P FILE 889
MAY, 2021

NOTES:
1. TAX I.D. #04-341-004E
2. AREA CALCULATED BY COORDINATES.
3. NO NCGS MONUMENT FOUND WITHIN 2000'.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC METERS.
5. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM UNION COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
6. PROPERTY MAYBE SUBJECT TO OTHER EASEMENTS AND/OR RIGHTS OF WAY, EITHER RECORDED OR IMPLIED.
7. THIS IS NOT A FULL BOUNDARY SURVEY. THE PURPOSE OF THIS SURVEY IS TO THE SF OF THE OLD PARKING AREA & THE NEW CLEARED PARKING AREA.

LEGEND
MNF – MAG NAIL FOUND
SIF – SQUARE IRON FOUND
RRSF – RAILROAD SPIKE FOUND
PC – PLAT CABINET
DB – DEED BOOK
PG – PAGE
DWSB – DRIVEWAY SETBACK
N/F – NOW OR FORMERLY
#04-341-004E – TAX I.D.
◎ – COMPUTED POINT
——— – SURVEYED LINES
– – – – NOT SURVEYED/PLAT LINES
—·—·— – CENTERLINE OF ROAD
— — — EDGE OF PAVEMENT

GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
160 80 40 0 80



MARY ELIZABETH CHURCH ROAD
NCDOT MAINTAIN BACK OF DITCH TO BACK OF DITCH
(PC P GILE 889)

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	103.22	985.52	103.17	N04°35'04"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.65	N86°33'00"W

PLAN FOR INFORMATION ONLY

SKETCH PLAN FOR REZONING APPLICATION:

#3704 MARY ELIZABETH CHURCH RD

For: Adam Gordon

Monroe Township, Union County, North Carolina

REV:

Scale: 1" = 80'

Date: 04/11/25

From: Amy Griffin
To: Bjorn Hansen
Subject: FW: CZ-2025-02
Date: Thursday, May 15, 2025 11:23:13 AM

I just received this concerning an item on next week's agenda.

Have a good day!

Amy Griffin
Administrative Assistant | Planning Department

T 704.283.3557

amy.griffin@unioncountync.gov
www.unioncountync.gov

E-mail correspondence to and from this sender may be subject to the North Carolina Public Records law and may be disclosed to third parties. If you are not the intended recipient of this e-mail, please contact the sender immediately.

From: Michelle BrunetteDowell <mbrunettedowell@gmail.com>
Sent: Thursday, May 15, 2025 11:01 AM
To: Amy Griffin <Amy.Griffin@unioncountync.gov>
Subject: CZ-2025-02

WARNING: This email originated from outside of Union County Government, be cautious when clicking on links or opening attachments.

Greetings Amy,

Would you please forward to the Land Use Board members? I will attend the meeting next week to reiterate my concerns.

May 15, 2025

To Whom It May Concern

I am writing to express my concerns regarding the rezoning petition CZ-2025-002.

I have owned and lived on adjoining parcel number 04341004B since 2002.

Unfortunately, I have recent experience with the value depressing effect of the proposed "light Industrial" zoning. Last year I attempted to sell a portion of my property directly adjacent to subject. The first question my realtor received with every call was a version of "What is that next door?". No one wants to live next to a junkyard, which is what it seems to be.

The existing use is an eyesore in an otherwise highly desirable area, close to Cane Creek Park,

and more suitable for future development as horse and estate properties rather than light industrial and the more modest residential development that usually accompanies industrial use.

The current use is clearly visible from the 7200 block of Potter Road, except in the height of summer when it's somewhat less noticeable due to trees. My 13 acres are currently heavily wooded, and block some of the "view" from Potter Road, but if my parcel was ever cleared the subject would be much more visible from a longer stretch of Potter Rd, and

I think this would be an appropriate time to address the current status under the grandfather clause. I may be mistaken, but it's my understanding the grandfather clause is reserved for businesses that were in place before current zoning took effect. This area was all RA zoning when I (and my ex-husband) purchased 04341004B in 2002. The subject was definitely not used for parking or storage for the family business (which is across the road) prior to 2013. In fact, county aerials show that the subject was still wooded as late as 2019, and therefore not suitable for its current use as a junkyard.

Unless the long-term vision for this area is light industrial, it seems counterintuitive to grant a rezoning request that will likely depress property values in the entire area, and potentially lead to the residential blight that frequently surrounds such use. It also seems very wrong to depress property values so that one person can operate a business that rightfully belongs in an industrial or commercial zone.

I feel compelled to add that although the owner seems to have cleaned it up a bit within the last few months, it's looked much worse for the last few years.

Thank you for your time.

Michelle Brunette (Dowell)

Planning Staff Report - Rezoning Case # CZ-2025-002
Staff Contact: Bjorn Hansen, Senior Planner

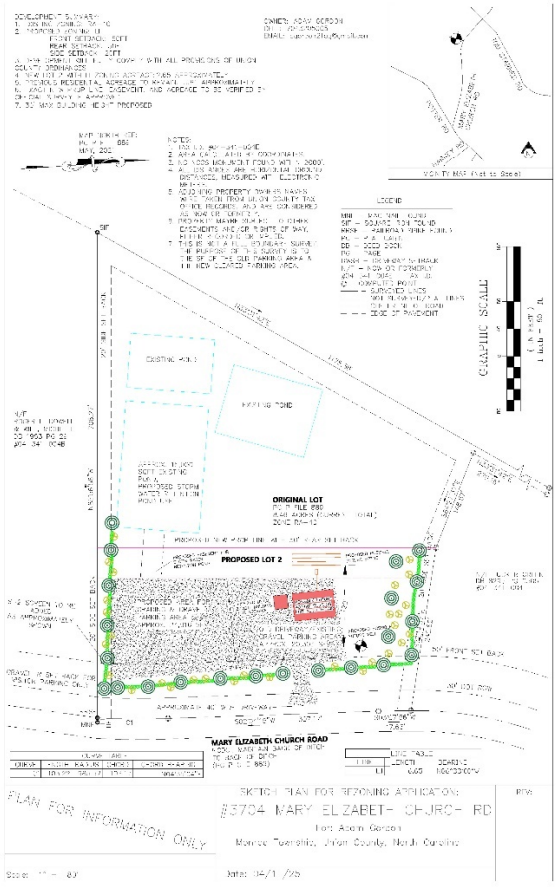
Summary of Request

This case is requesting to rezone a 2.65 acre portion of one parcel totaling 8.46 acres appearing on the tax map as tax parcel 04-341-004E from RA-40 to Light Industrial (LI) with Conditions; located in the Jackson Township. The request is to allow an existing vehicle repair business to come into compliance with zoning. The rezoning will include the following conditions:

1) Limited to site plan dated April 11, 2025
2) Uses limited to personal and commercial vehicle repair and maintenance
3) 2.65 acre portion will be subdivided with LI with Conditions zoning applied
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



Owner/Applicant

Owner: Adam and Colby Gordon
3704 Mary Elizabeth Church Road
Waxhaw, NC 28173

Applicant: Adam Gordon
3704 Mary Elizabeth Church Road
Waxhaw, NC 28173

Property Information

Location: On the west side of Mary Elizabeth Church Road north of South Potter Road. Location more specifically described as tax parcel 04-341-004E.


Site


North of Site




Opposite Site

Municipal Proximity: The site is slightly more than three miles from the Town of Waxhaw.

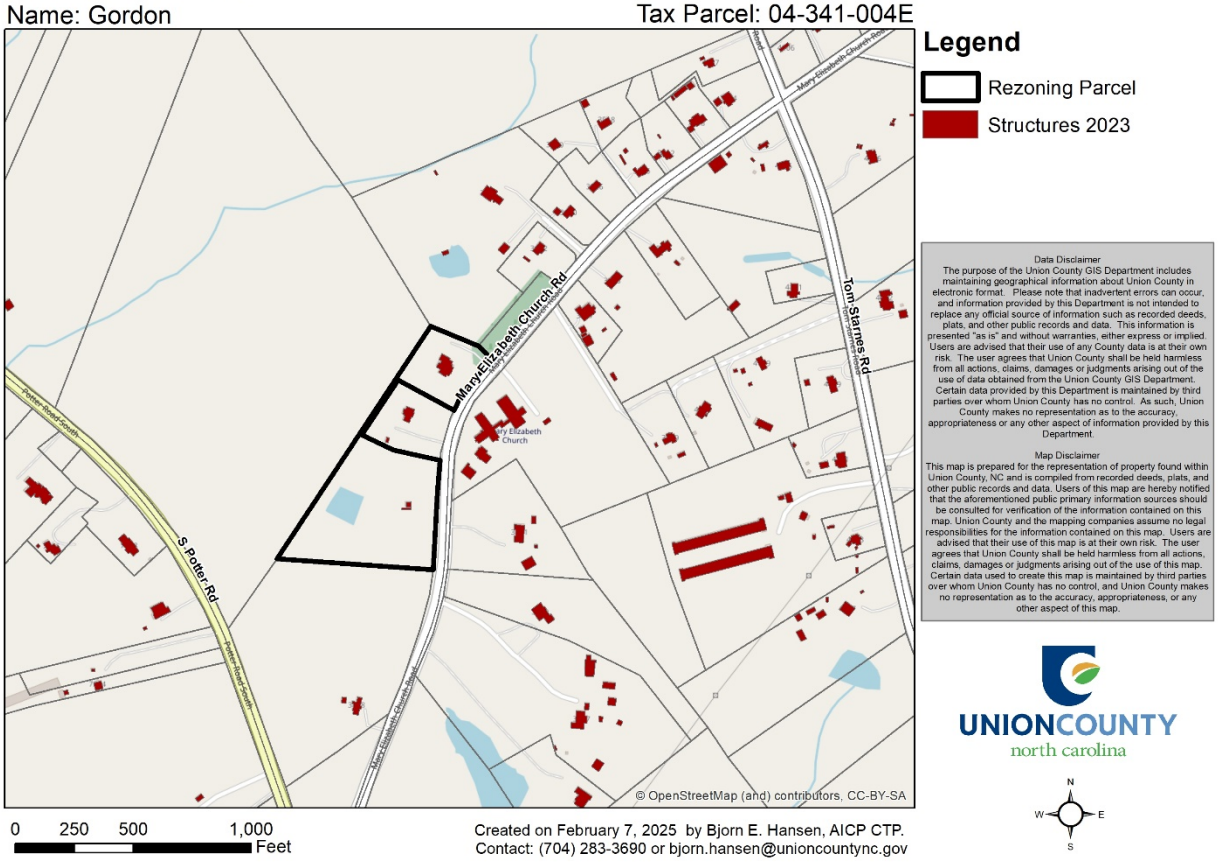
Existing Land Use and Development Status: The parcel is currently zoned RA-40. There is a residence and vehicular storage on the site, which is associated with vehicular repair operation across the street. Approximately one-half acre of the proposed vehicular storage is legal non-conforming and could continue if the rezoning were denied.

South of Site

Development Status

Petition: 2025-CZ-002
Name: Gordon

Size: 8.46 acres
Tax Parcel: 04-341-004E



Data Disclaimer
The purpose of the Union County GIS Department includes maintaining geographical information about Union County in electronic format. Please note that inadvertent errors can occur, and information provided by this Department is not intended to replace any official source of information such as recorded deeds, plats, and other public records and data. This information is presented "as is" and without warranties, either express or implied. Users are advised that their use of any County data is at their own risk. The user agrees that Union County shall be held harmless from all actions, claims, damages or judgments arising out of the use of data obtained from the Union County GIS Department. Certain data provided by this Department is maintained by third parties over whom Union County has no control. As such, Union County makes no representation as to the accuracy, appropriateness or any other aspect of information provided by this Department.

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Environmental Features: There are no streams, wetlands or floodplain on site. One of the existing ponds on site will be used for stormwater detention.

Environmental Features

Petition: 2025-CZ-002
Name: Gordon

Size: 8.46 acres
Tax Parcel: 04-341-004E



0 250 500 1,000 Feet

Created on February 7, 2025 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

Legend

- Rezoning Parcel
- Streams
- Wetlands Areas
- 500 Year Flood Plain

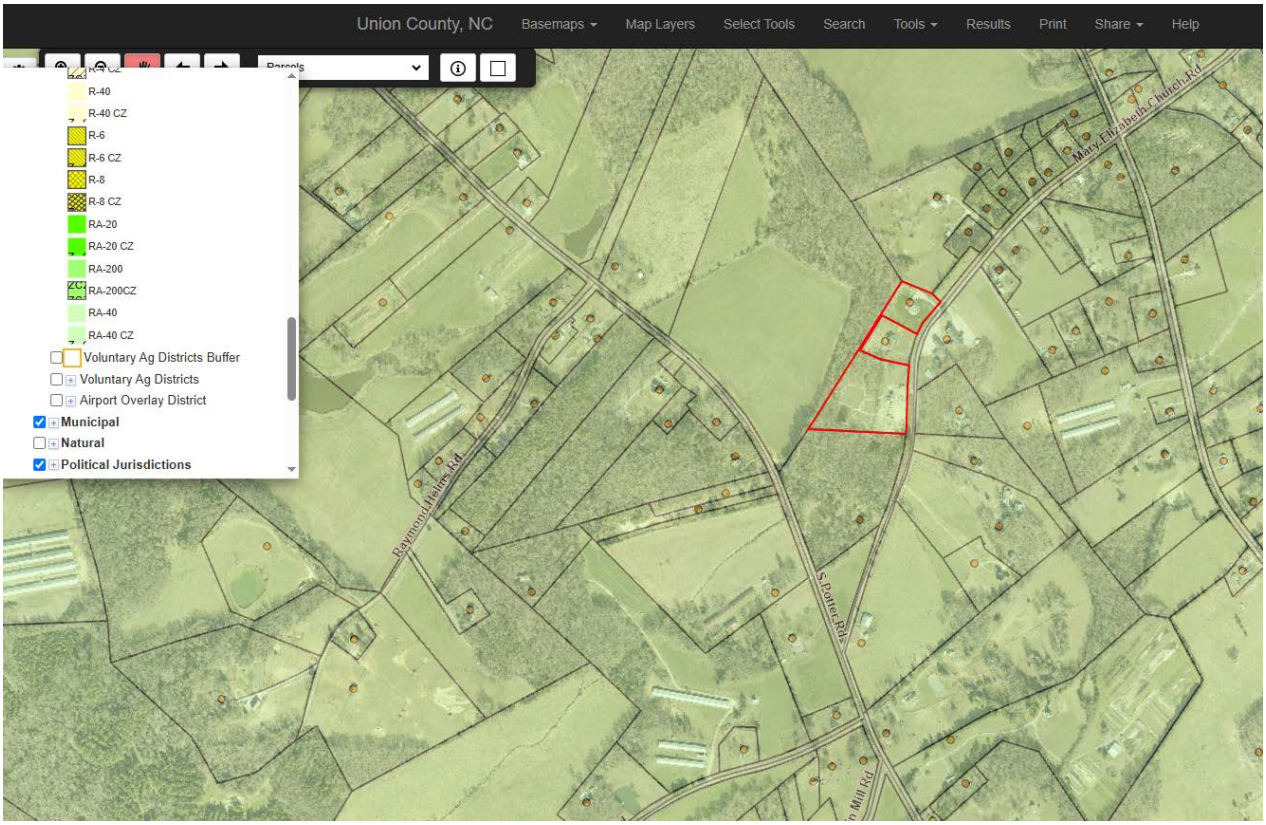
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N W E S

Utilities: Public water and sewer are not available to the site.

Zoning and Land Use History: The parcel site has been zoned RA-40 since zoning was initiated. There was a one acre rezoning from R-40 to R-20 in 1984 approximately a mile north of the site. The same parcel rezoned from R-20 to RA in 1985. There was a one acre rezoning from R-40 to R-20 in 1984 a half mile north of the site. The Board of Adjustment approved a special use permit for 5,000 SF manufacturing facility in 2006 a half mile west of site and a special use permit for boarding kennel in 2005 one mile west of the site.



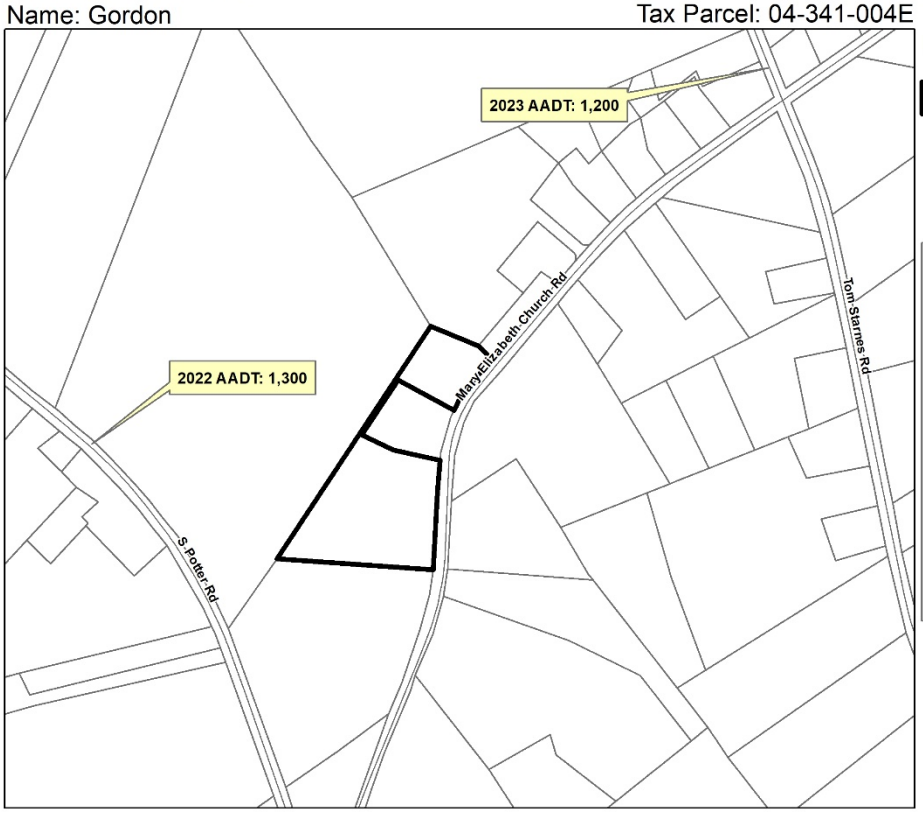
Schools: Because this rezoning request is commercial in nature, UCPS was not consulted for comments.

Transportation: This site is on Mary Elizabeth Church Road, which is a NCDOT-maintained facility. The road does not have an established traffic count, an indication of its low volumes. There are no funded road improvement projects in the immediate vicinity of the rezoning. A traffic Impact Analysis was not required for this rezoning. There is no expected change in traffic as a result of this rezoning as no new uses are proposed.

Transportation

Petition: 2025-CZ-002
Name: Gordon

Size: 8.46 acres
Tax Parcel: 04-341-004E



Legend

Rezoning Parcel

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UNIONCOUNTY
north carolina

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Created on February 7, 2025 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@unioncountync.gov

Planning Documents

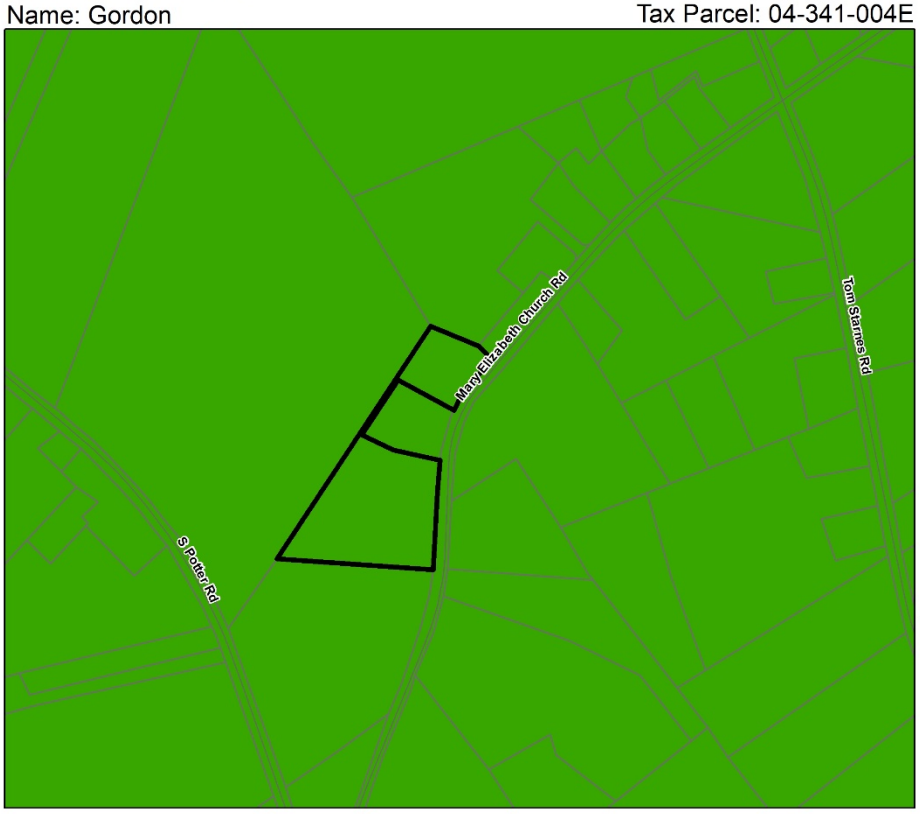
Union County Comprehensive Plan: The Union County 2050 comprehensive plan identifies this area as a Rural Residential area. The closest areas recommended for industrial are along NC 75, approximately four miles to the north. The proposed Light Industrial use is therefore considered inconsistent with the current plan.

UNIONCOUNTY
north carolina

Land Use Map

Petition: 2025-CZ-002
Name: Gordon

Size: 8.46 acres
Tax Parcel: 04-341-004E



Legend

- Rezoning Parcel
- Rural Residential

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Public and Municipal Comments

Public Comments: A community meeting was held April 28, 2025. One member of the public attended. They did not oppose the proposed use but had questions about other potential industrial uses in the future. It was explained that no other uses would be allowed without an additional rezoning. No changes were made based on feedback.

One emailed comment has been received by a nearby resident, citing impacts on value of land and appearance. Two residents spoke at the Land Use Board meeting, one in favor and one against.

Municipal Comments: Waxhaw was not consulted for comments due to the distance to the town limits.

Land Use Board Recommendation

The Land Use Board reviewed this proposed development at its May 20, 2025, meeting. The Board recommended denial on a 4-3 vote, citing concerns over impact on local roads and incompatible industrial uses near residential areas.

Staff Comments and Recommendation

This part of Union County is identified for rural residential and agricultural land uses. The rezoning does not propose new uses from what area already occurring on site, although the area being proposed would be nearly five times the legal non-conforming areas. The proposed parcels and site plan can comply with unified development ordinance, but the use is not consistent with the adopted plan. **Because of these aspects of the development, staff recommend denial of this rezoning application.**

BOCC Motions for Proposed Amendment to the Union County Zoning Map (CZ-2025-002)

The Union County Land Use Board recommended that the Union County Board of Commissioners deny the rezoning petition CZ-2025-002, from Adam Gordon requesting a revision of the Union County Zoning Map by rezoning a 2.65 acre portion of a parcel appearing on the tax map as tax parcel 04-341-004E in the Jackson Township from RA-40 to Light Industrial with Conditions.

TO *APPROVE* THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT 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-2025-002 from Adam Gordon; 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 deny the rezoning petition (CZ-2025-002) submitted by Adam Gordon requesting a revision of the Union County Zoning Map by rezoning a 2.65 acre portion of a parcel appearing on the tax map as tax parcel 04-341-004E in the Jackson Township from RA-40 to Light Industrial (LI) with Conditions.

CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2025-002)

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 inconsistent with the currently adopted Union County Comprehensive Plan (the "Plan"). The Board declares that adoption of the proposed map amendment is deemed an amendment to the Plan, including any future land-use map in 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. There is an existing allowed nonconforming portion of this business across the street from this location, as well as on a small part of the subject portion of the parcel.
2. The proposed use would not create a significant traffic impact.
3. The use is similar to other nearby uses in that it is commercial rather than residential in nature. In addition to the existing allowed nonconformity across the street from this parcel, there is an approved special use for a manufacturing facility a half mile west of the site and an approved special use for a boarding kennel one mile west of the site.
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 increasing business opportunities in the county, allowing an existing business to continue to operate, and allow neighbors and nearby residents to have access to services provided on the subject portion of the property.

CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE CURRENT PLAN) (CZ-2025-002)

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 Plan's Land Use Map identifies this area as Rural Residential. The proposed light industrial designation is not consistent with residential or agricultural uses for which rural residential areas are intended.
2. The proposed rezoning could facilitate ongoing and potential future industrial uses in close proximity to existing residential uses in manners inconsistent with the Plan.
3. The potential detriments of the use established by this rezoning include any increased noise, light, and traffic exposure resulting from the potential for expansion of the existing use on the property that could affect nearby residential properties.
4. The rezoning is related to a previous zoning violation, and the proposed use is five times the acreage allowed as a non-conformity on the subject portion of this parcel.

ORDINANCE APPROVING REVISION TO THE OFFICIAL ZONING MAP OF UNION COUNTY, NORTH CAROLINA

WHEREAS, the Union County Board of County Commissioners (the "Board") heretofore enacted the "Unified Development Ordinance of Union County, North Carolina," including any amendments thereto (the "UDO") and the official Union County Zoning Map ("Zoning Map"); and

WHEREAS, Union County has received a rezoning petition (CZ-2025-002) submitted by Adam Gordon (the "Applicant") for revision of the Union County Zoning Map by rezoning a 2.65 acre portion of a parcel appearing on the tax map as tax parcel 04-341-004E in the Jackson Township from RA-40 to Light Industrial (LI) with Conditions, and

WHEREAS, the Union County Land Use Board considered and made a recommendation concerning approval or denial of the Rezoning Petition; and

WHEREAS, the Board has determined that approval of the Rezoning Petition and rezoning the portion of the subject parcel from RA-40 to Light Industrial (LI) with Conditions is reasonable and in the public interest, including for those reasons set forth in the contemporaneously adopted consistency and reasonableness statement.

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

1. The Zoning Map is hereby amended by rezoning the 2.65 acre portion of a parcel appearing on the tax map as tax parcel 04-341-004E in the Jackson Tonwship from RA-40 to Light Industrial (LI) with Conditions.

2. The conditions accepted by the Applicant are hereby approved and incorporated into the Light Industrial (LI) with Conditions rezoning.

3. This ordinance is effective upon adoption.

Adopted this _____ day of _____, 2025.

_____

Chair, Union County Board of Commissioners

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

File #: 25-425 **Agenda Date:** 7/14/2025

TITLE:

Consider a Step 4 Economic Development Incentive Grant Request to Confidential Company (Project Seven)

INFORMATION CONTACT:

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

ACTION REQUESTED:

1) Award a Step 4 Economic Development Incentive Grant to Confidential Company (Project Seven) in an amount not-to-exceed $4,860,000 over a seven-year period; and 2) authorize the County Manager to i) negotiate and execute an agreement substantially consistent with this agenda item, ii) exercise any renewal or 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:

None.

BACKGROUND:

The Union County Economic Development Department requests the consideration of a Step 4 Economic Development Incentive Grant in an amount not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028.

Conversations with Confidential Company began in early 2025 regarding the possible location in Union County of a $200 Million advanced manufacturing facility. Capital investment includes the construction of new buildings and the purchase and installation of sophisticated manufacturing equipment.

The name of the confidential company will be announced upon the award of potential economic development grants from the State of North Carolina.

Based on the anticipated capital investment, it is proposed that the Board award a Step 4 Economic Development Incentive Grant in an amount-not-to-exceed $4,860,000 paid over a 7-year period beginning in FY 2028. The value of the incentive grant will be based upon appraised value each year as appraised by the Union County Tax Administration Office. This grant is based on the company's projected investment of $200,000,000 in new construction and the installation of related processing equipment over the grant period, but not less than $2,000,000. Based on its projected investment in Union County, the current tax rate, and assuming a consistent assessed value with no depreciation, the company will pay estimated ad valorem taxes on the new taxable investment in the amount of $6,078,800 over the grant period. Actual tax revenue for the County will be based on the assessed

value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

The grant is also contingent upon the company creating 25 new full-time jobs.

FINANCIAL IMPACT:

The project, if brought to Union County, would have an economic development incentive grant in an amount-not-to-exceed $4,860,000 but would generate approximately $6,078,800 over the 7-year grant period. Actual tax revenue to the County will be based on the assessed value of the investment each year by the Union County Tax Administration Office and will vary each year depending upon the North Carolina Department of Revenue depreciation schedule and the timing of the investments.

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

File #: 25-381 **Agenda Date:** 7/14/2025

TITLE:

Presentation - Short Water Line Extension Program FY22 and FY23 Projects

INFORMATION CONTACT:

John Shutak, Union County Water, Engineering Director, 704-283-3651

ACTION REQUESTED:

Provide direction to staff on easement acquisition and program funding.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Short Water Line Extension Program, as adopted by the Board of County Commissioners (BOCC), provides for the extension of water lines to serve and provide an environmental benefit to qualifying applicants in Union County. Staff have diligently pursued the design, permitting and construction of FY22 and FY23 projects and while doing so have encountered challenges which require direction from the Board of County Commissioners.

UCW will provide a presentation on the FY22 and FY23 projects, the challenges faced, and potential solutions for the Board to consider and direct staff as appropriate.

FINANCIAL IMPACT:

Dependent on direction provided.

FY22 and FY23 Short Water Line Extension Program

Funding and Easement Acquisitions
Board of County Commissioners
June 16, 2025

UNIONCOUNTY WATER









Agenda

01 FY22 & FY 23 Overview

02 FY22 Easement Acquisition

03 FY22 Funding

04 FY23 Funding

05 FY22 & FY23 Funding Summary

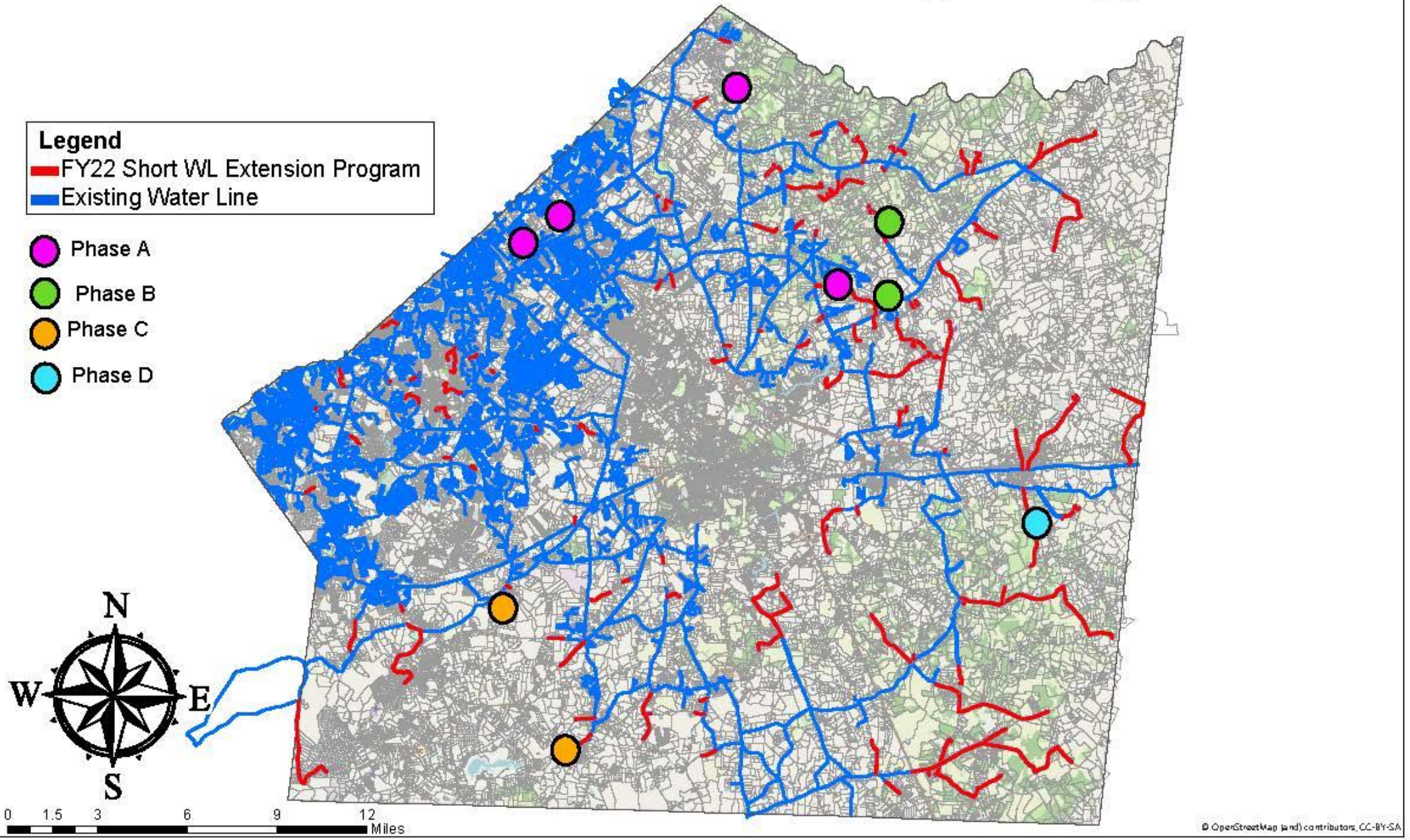
06 Requested Board Direction

FY22 & FY23 Overview



UNIONCOUNTY
WATER

FY22 Short Water Line Extension Program Applications

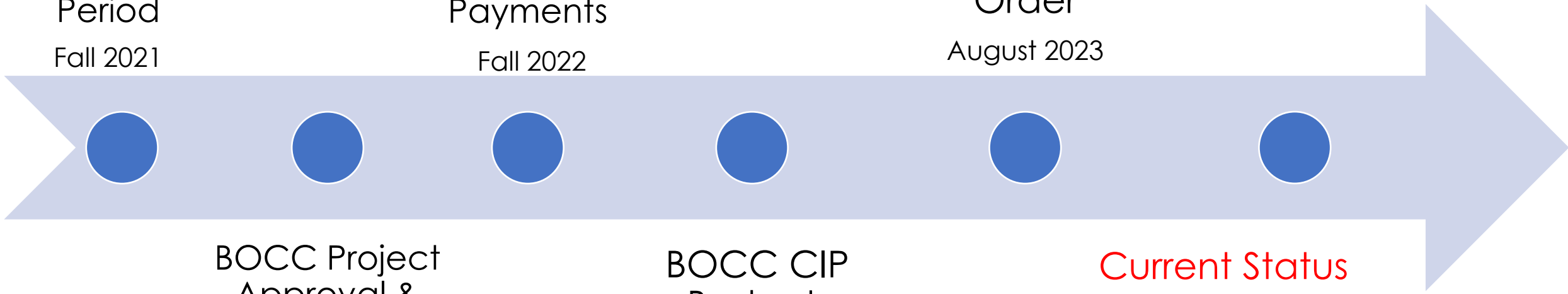


FY22 Short Water Line Extension Program Overview

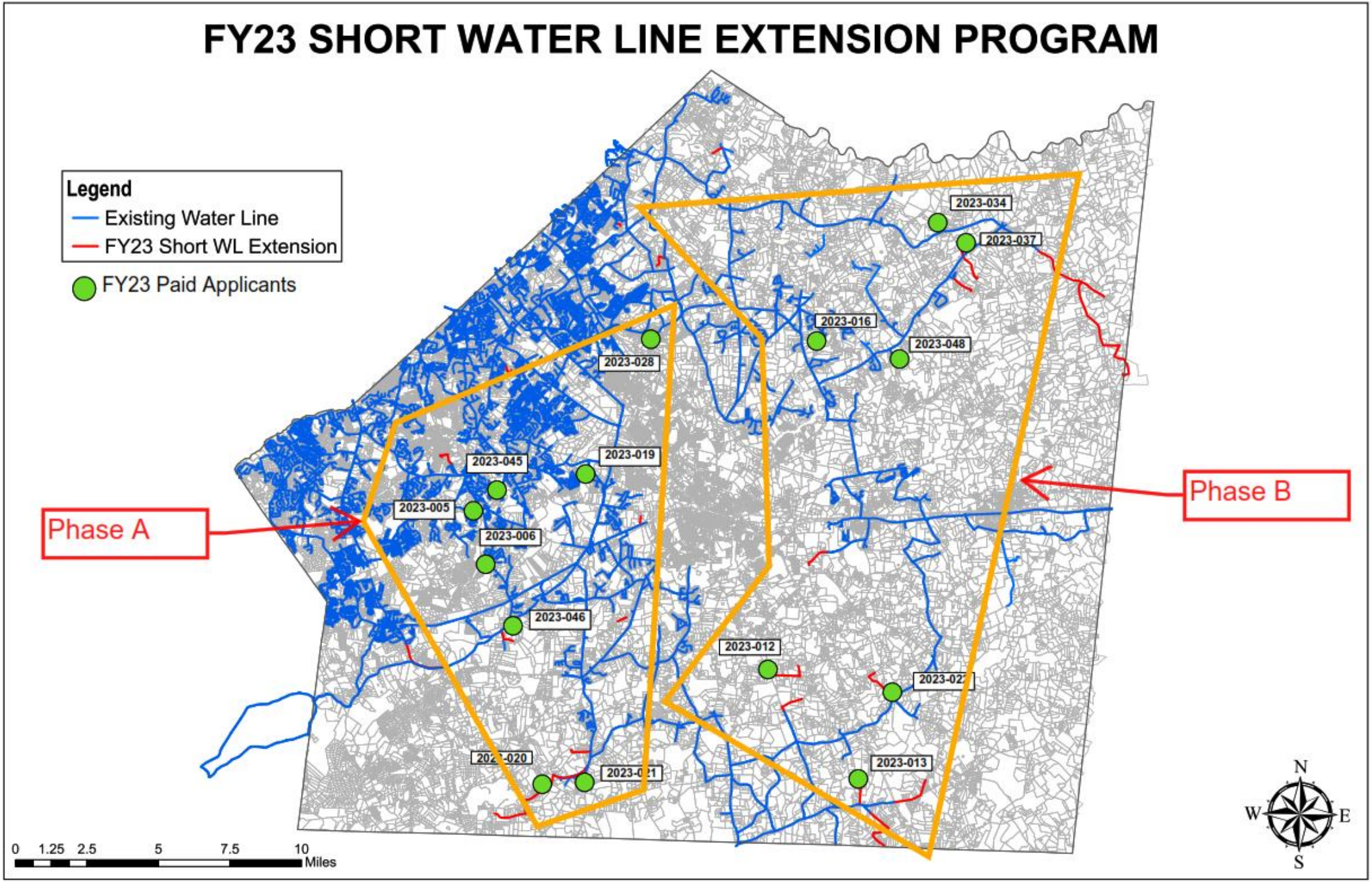
- 85 applicants for the Short Water Line Extension Program
- Four Phases: A, B, C & D
- Phase A:
  - Old Dutch Road/ Jack Connell
  - Deepwood Place
  - Sherin Lane
  - Sikes Mill Road
- Phase B:
  - Morgan Mill Road, Zebulon Williams Road & Haigler Road
  - E Lawyers Road
- Phase C:
  - S Potter Road
  - Tom Greene/Tom Starnes Road
- Phase D:
  - Doctor Blair Road

*project locations with outstanding easements

FY22 Project Timeline



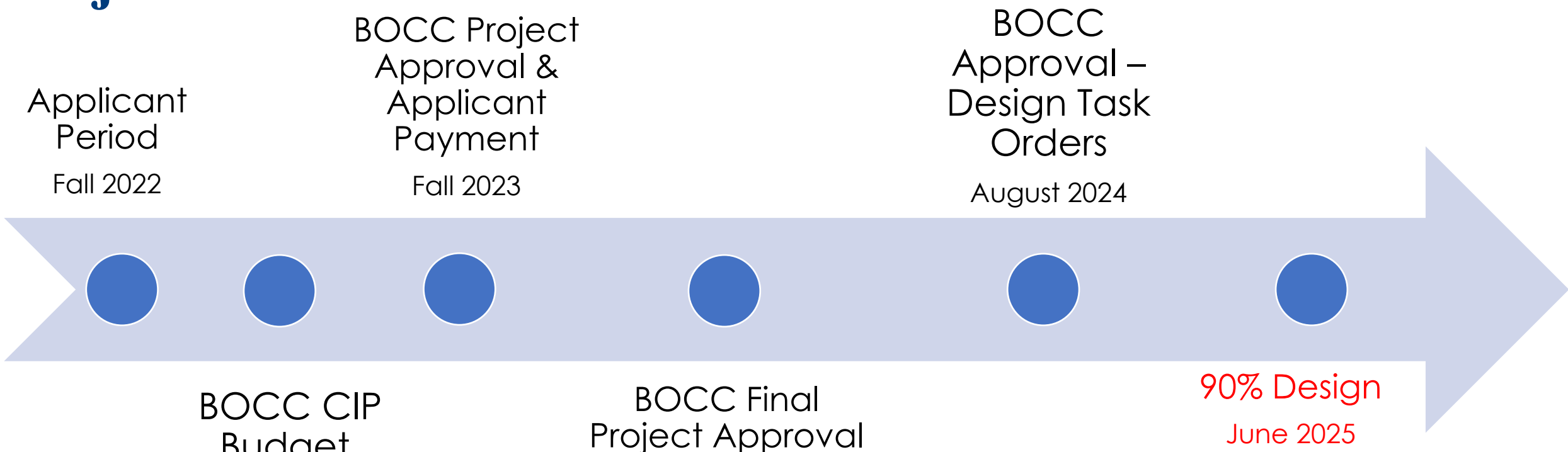
FY23 SHORT WATER LINE EXTENSION PROGRAM



FY23 Short Water Line Extension Program Overview

- 34 applicants for the Short Water Line Extension Program
- Two Phases: A & B
- Phase A:
  - Belair Street
  - Grove Drive
  - Stack Road
  - Sanford Lane
  - Nesbit Road
  - Tom Starnes Road
  - Forest Drive
  - Chamberwood Road
  - Newell Drive
- Phase B:
  - Medlin Road
  - Morgan Mill Road
  - Old Pageland/Brooks Road
  - Edwards Farm Lane
  - Little Staton Road
  - Mullis Newsome Road

Project Timeline

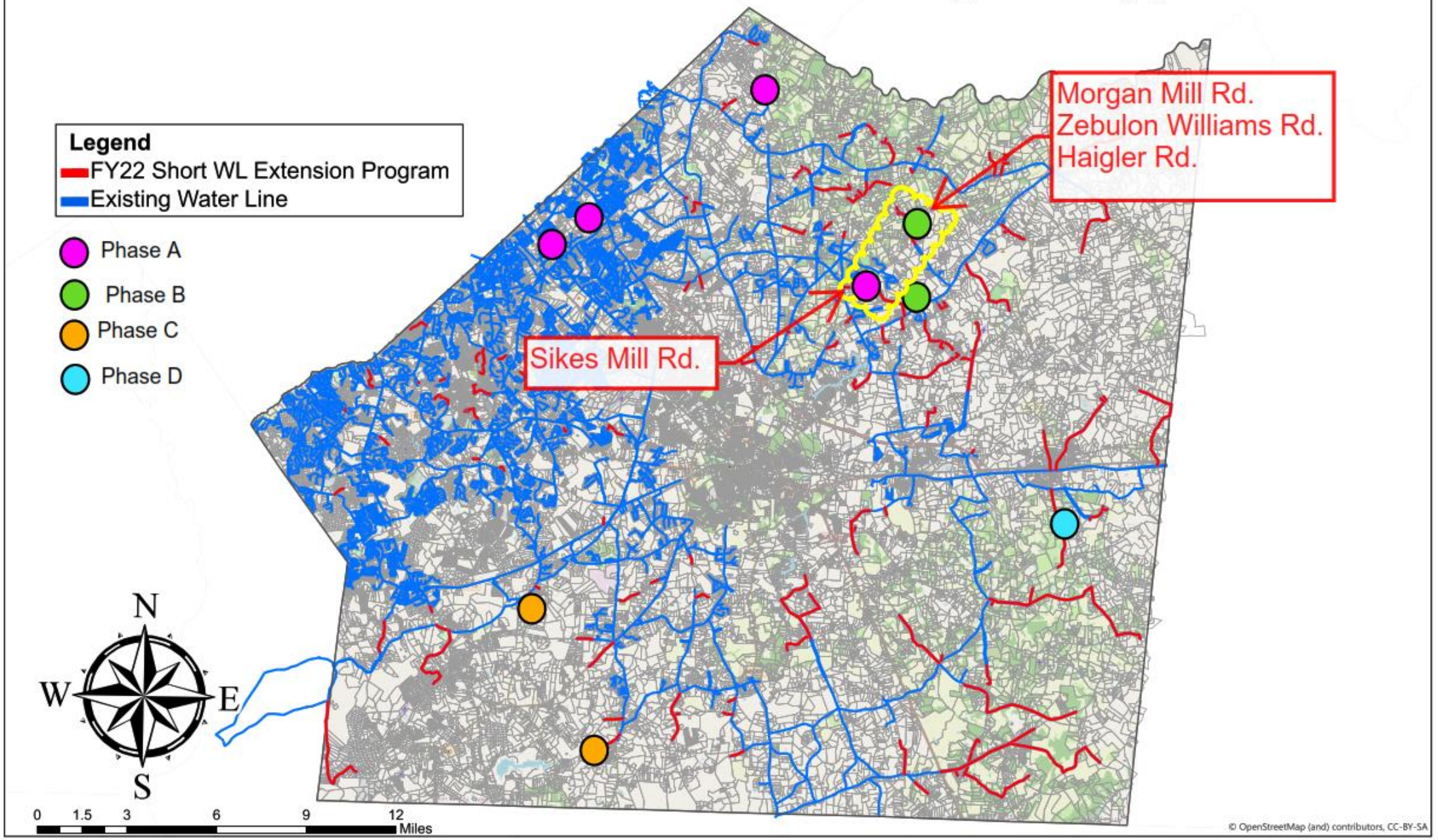


FY22 Easement Acquisition

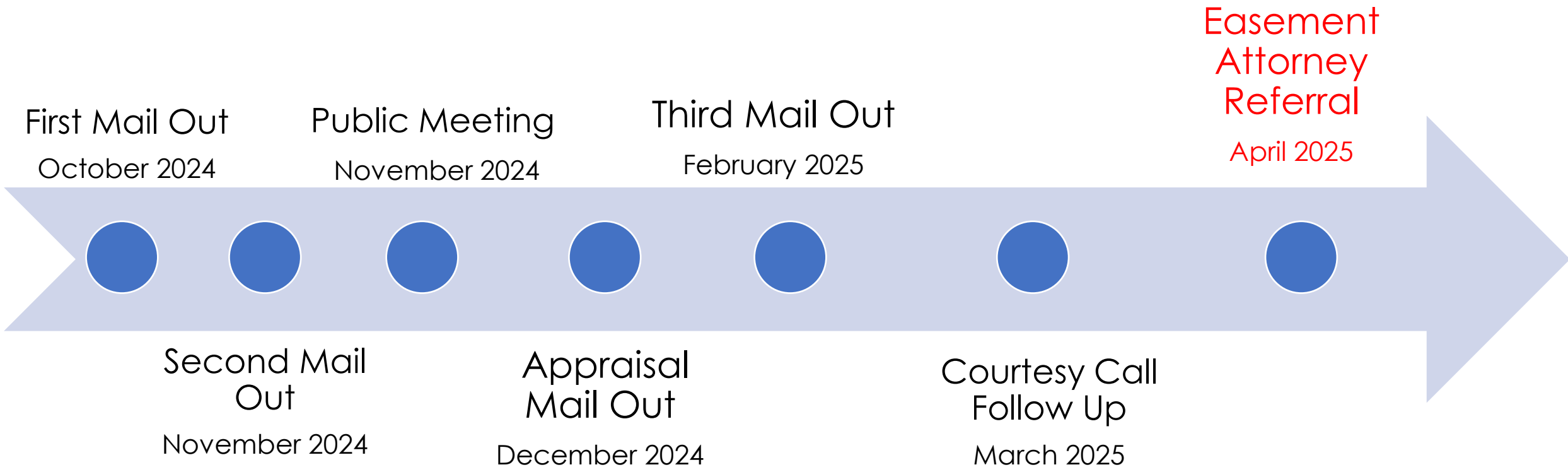


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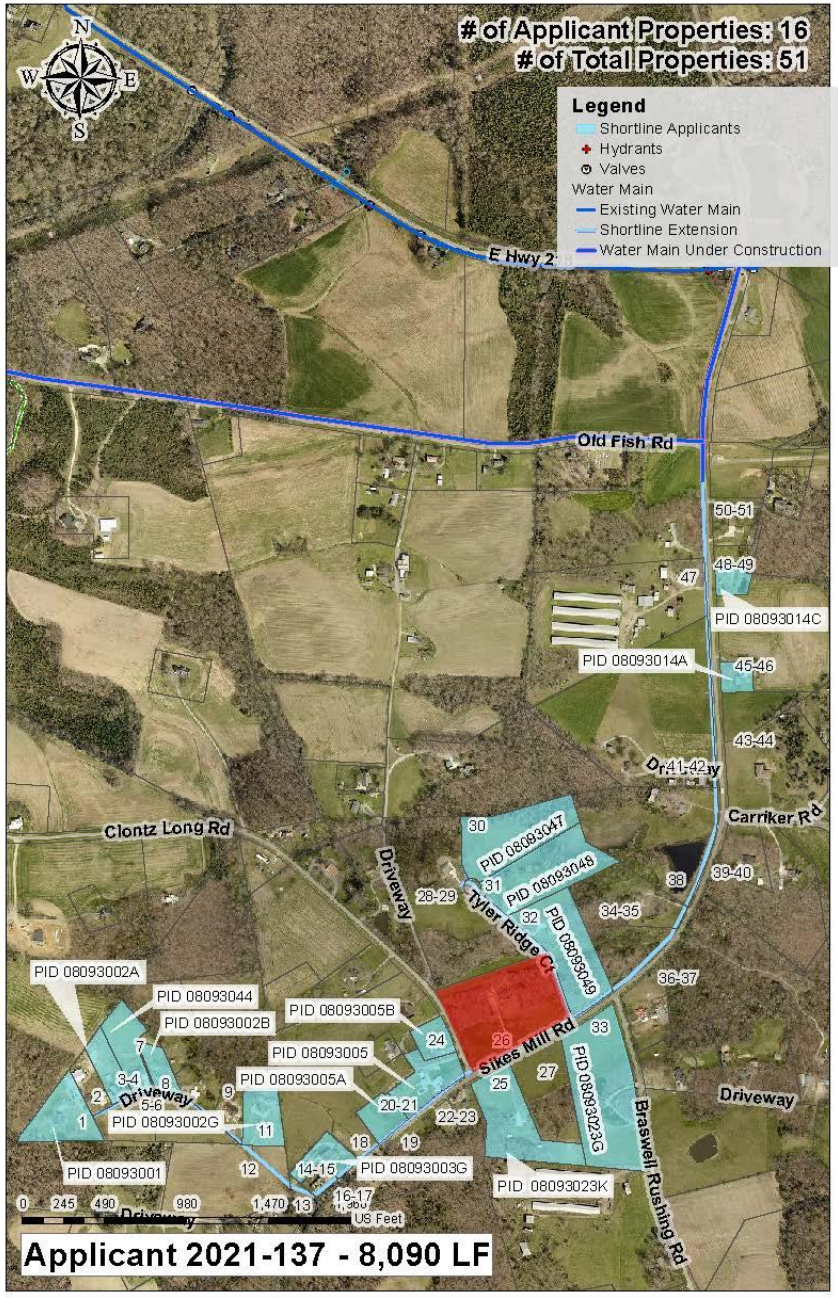
FY22 Short Water Line Extension Program Applications



FY22 Easement Timeline



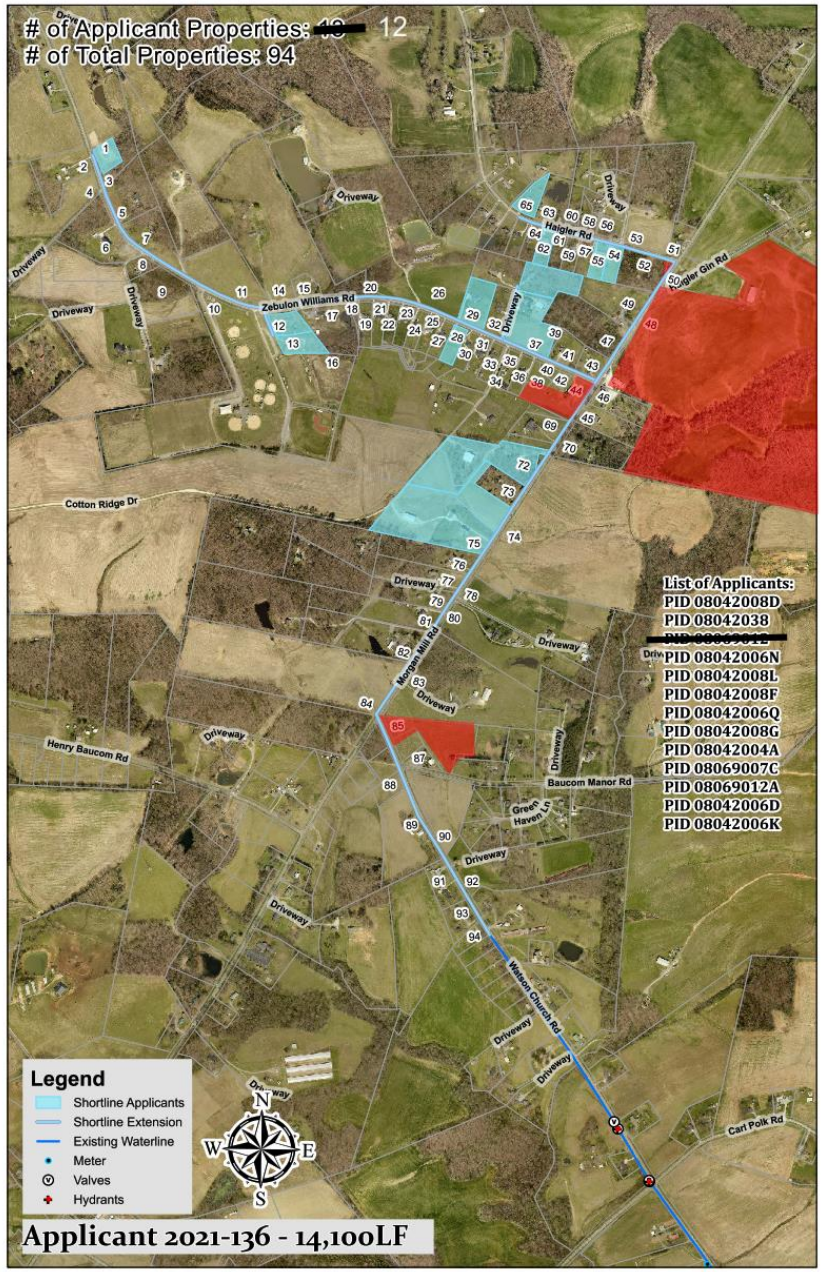
FY22 Phase A Easement Acquisition – Sikes Mill Road

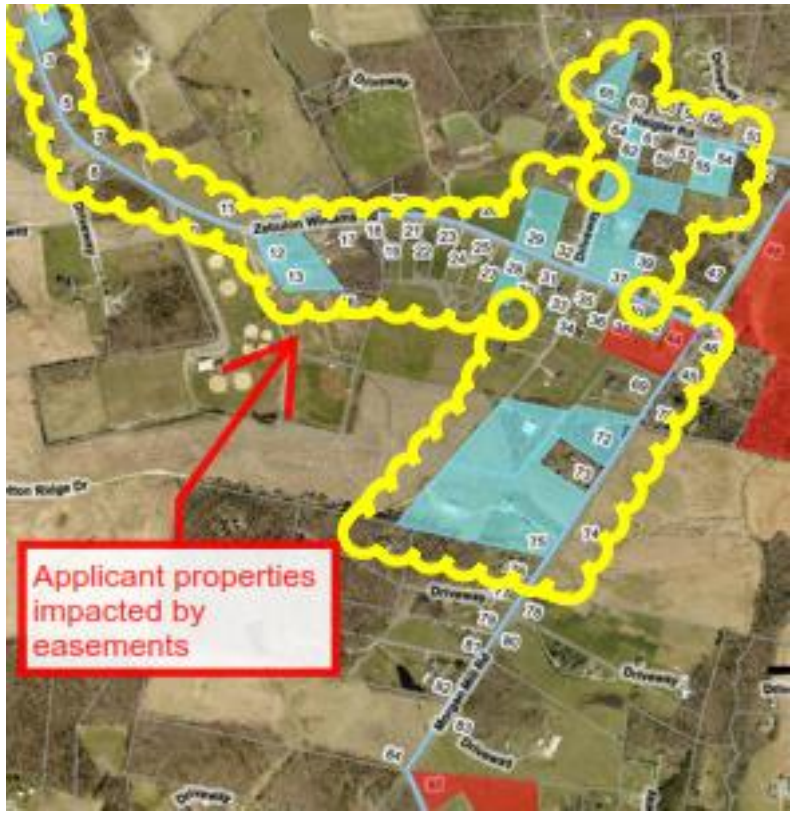




- Parcel owner for easement has been non-responsive to all communication attempts

FY22 Phase B Easement Acquisition – Morgan Mill Road





- 1 parcel owner for easement has been non-responsive to all communication attempts
- 2 parcel owners want changes to easement document
- 1 parcel owner concerned about project

FY22 Phase A & B Easement Acquisition

FY22 Phase A & B Easements – Sikes Mill Road, Morgan Mill Road, Zebulon Williams Road & Haigler Road	
Sikes Mill Road Applicants Impacted	1 of 16
Sikes Mill Road Cost Reduction from Easement Issue	($111,230)
Morgan Mill Rd., Zebulon Williams Rd. & Haigler Rd. Applicants Impacted	12 of 12
Morgan Mill Rd., Zebulon Williams Rd. & Haigler Rd. Cost Reduction from Easement Issue	($3,258,090)
Total Cost Reduction from Easement Impacts	**($3,369,320)**

FY22 Funding



UNIONCOUNTY WATER

FY22 Short Water Line Extension Program Statistics

Application Number	Road Name	Total Number of Applicants	Original Length (ft)	June 2025 Length (ft)	Original Cost Estimate	June 2025 Cost Estimate
Phase A – 2, 6, 8 and 12 inch						
2021-008	Old Dutch/Jack Connell Rd	3	3,770	3,770	$358,150	$838,650
2021-025	Deepwood Place	1	330	330	$31,350	$73,410
2021-079	Sherin Lane	1	740	740	$70,300	$164,610
2021-137	Sikes Mill Road	16	8,090	8,090	$768,550	$1,799,650
Phase A Total		**21**	**12,930**	**12,930**	**$1,228,350**	**$2,876,320**
Phase B– 2, 8 and 12 inch						
2021-136	Haigler/Zebulon Williams/Morgan Mill Rd	13	14,100	14,100	$1,339,500	$3,258,090
2021-140	E Lawyers Rd	9	4,260	3,560	$404,700	$822,610
Phase B Total		**22**	**18,360**	**17,660**	**$1,744,200**	**$4,080,700**
Phase C – 2, 6, 8 and 12 inch						
2021-029	South Potter Road	3	3,460	3,460	$328,700	$610,560
2021-097	Tom Greene/Tom Starnes Rd	21	10,050	10,050	$954,750	$1,773,460
Phase C Total		**24**	**13,510**	**13,510**	**$1,283,450**	**$2,384,020**
Phase D – 12 inch						
2021-115	Doctor Blair Rd	18	18,100	16,140	$1,719,500	$3,519,540
Phase D Total		**18**	**18,100**	**16,140**	**$1,719,500**	**$3,519,540**
OVERALL TOTALS		**85**	**66,630**	**62,900**	**$5,975,500**	**$12,860,580**

- Phases A & B June 2025 cost estimated from recent bid pricing
- Phases C & D June 2025 cost based on bid award pricing

FY22 Program - Summary

FY22 Program – Statistics	Original	June 2025
Projects Selected	9	9
Total Applicants	83	85
Total Miles	11.9	11.9
Total Cost	$6 million	$12.9 million
Average Cost Per Applicant	$72k	$151k
Average Cost Per Foot	$95	$205

FY23 Funding



UNIONCOUNTY WATER

FY23 Short Water Line Extension Program Statistics

Application Number	Road Name	Total Number of Applicants	Original Length (ft)	June 2025 Length (ft)	Original Cost Estimate	June 2025 Cost Estimate
Phase A – 2, 6, and 8 inch						
2023-005	Belair Dr	1	1,240	1,240	$117,800	$240,870
2023-006	Grove Drive	1	1,170	1,170	$111,150	$227,270
2023-012	Stack Road	3	2,330	2,330	$221,350	$452,600
2023-019	Sanford Lane	4	2,330	2,330	$221,350	$452,600
2023-020	Nesbit Road	1	1,530	1,530	$145,350	$297,200
2023-021	Tom Starnes Road	2	600	600	$57,000	$116,550
2023-028	Forest Road	8	2,290	2,290	$217,550	$444,830
2023-045	Chamberwood Road	1	120	120	$11,400	$23,320
2023-046	Newell Drive	1	1,260	1,260	$119,700	$244,760
Phase A Totals		**22**	**12,870**	**12,870**	**$1,222,650**	**$2,500,000**
Phase B– 6 and 8 inch						
2023-013	Medlin Road	6	6,480	6,480	$615,600	$1,158,940
2023-016	Morgan Mill Road	1	1,330	1,330	$126,350	$237,870
2023-022	Old Pageland Monroe Rd/Brooks Rd	2	2,100	2,100	$199,500	$375,580
2023-034	Edwards Farm Lane	1	1,420	1,420	$134,900	$253,970
2023-037	Little Staton Road	1	990	990	$94,050	$177,060
2023-048	Mullis Newsome Road	1	540	540	$51,300	$96,580
Phase B Totals		**12**	**12,860**	**12,860**	**$1,221,700**	**$2,300,000**
OVERALL TOTALS		**34**	**25,730**	**25,730**	**$2,444,350**	**$4,800,000**

- June 2025 cost estimate based on recent bid pricing

FY23 Program - Summary

FY23 Program – Statistics	Original	June 2025
Projects Selected	15	15
Total Applicants	34	34
Total Miles	4.9	4.9
Total Cost	$2.4 million	$4.8 million
Average Cost Per Applicant	$72k	$141k
Average Cost Per Foot	$95	$187

FY22 and FY23 Funding Summary



UNIONCOUNTY WATER

FY22 and FY23 Funding Summary

Funding Summary	
FY22 Program	$5,500,000
FY23 Program	$4,875,000
FY20/21 Surplus	$625,000
Total Funding	**$10,975,000**

	Original Cost Estimate ($)	June 2025 Cost Estimate ($)	Reduced Scope from Easements ($)	Reduced Program Cost ($)
FY22 Program	$5,975,000	$12,860,580	($3,369,320)	$9,491,260
FY23 Program	$2,444,350	$4,800,000	N/A	$4,800,000
Total	**$8,419,350**	**$17,660,580**	**($3,369,320)**	**$14,291,260**
Funding		$10,975,000		$10,975,000
Funding Deficit		**($6,685,580)**		**($3,316,260)**

FY22 and FY23 Funding – Cost Increase Factors

- General construction cost escalation
- 12-inch piping required on numerous projects when initial estimating for applications assumed 6-inch/8-inch piping
- Easement acquisition costs – prior SWL program required non-applicants to donate easements
- Market uncertainty due to tariffs

Requested Board Direction

UNIONCOUNTY WATER

Requested Board Direction

- FY22 Easement Acquisition
- FY22 & FY23 Short Water Line Project Funding



Questions?

UNIONCOUNTY WATER

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

File #: 25-440 **Agenda Date:** 7/14/2025

TITLE:

Sheriff's Office Request for Pay Increases

INFORMATION CONTACT:

Brian Matthews, County Manager, 704-292-2597

ACTION REQUESTED:

1) Approve the Sheriff's Office request for pay increases and 2) authorize the County Manager to direct current funding included in the FY2026 budget accordingly.

PRIOR BOARD ACTIONS:

None

BACKGROUND:

At their Regular Meeting on June 16, 2025, the Board of Commissioners adopted the County Manager's Proposed FY2026 Operating and Capital Budget. The budget included the appropriation of funds for the final phase of market adjustments based on implementation of the County's classification and compensation study as well as a mid-year, cost-of-living adjustment for all County employees. The market adjustments were implemented based on a specific calculation using the number of years an employee has worked with the County in their current position. The cost-of-living adjustment was based on a flat percentage of 2.5 for each employee.

The Sheriff's Office is requesting to use the portion of the budget earmarked for market and cost of living adjustments for their employees as well as funding included in the budget for five (5) cadet positions to provide pay increases for their staff using a different calculation as follows:

- 6 percent for all levels of Deputy Sheriff and Detention Officer
- 4 percent for Lieutenants, Sergeants, and the Corporal
- 3 percent for Civilian staff, Chief Deputy Sheriffs, and Captains

These pay increases would be effective December 13, 2025, and appear on paychecks deposited on January 2, 2026.

FINANCIAL IMPACT:

No additional funds are needed beyond funding that is already included in the FY2026 budget for market and cost of living adjustments earmarked for Sheriff's Office employees and funding included in the budget for the cadet positions.

File #: 25-426 **Agenda Date:** 7/14/2025

TITLE:

Presentation - Strategy & Innovation

INFORMATION CONTACT:

Brian Matthews, County Manager, 704-292-2597

ACTION REQUESTED:

Receive information.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Receive information regarding the Strategy & Innovation team.

FINANCIAL IMPACT:

None.


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north carolina



Strategy & Innovation

July 14th, 2025

UNIONCOUNTY
north carolina

History

- June 2021- Strategy & Innovation Director first hired
  - Legistar Agenda Management System
  - American Rescue Plan Act (ARPA) Funding Plan
  - Grants Development and Management System
  - Security & Risk Management Department
  - Ask Sprout Chatbot
  - CDBG Management

Manager's Priorities

- Initially developed in Fy23
  - Employee Pay & Benefits
  - Efficient & Effective Government
  - Leadership & Succession Planning
  - General Fund Operational Capital
  - County-Wide Economic Development

Staffing Operations Comparison

FTE Per 1,000 Residents - General Fund Only

Union County
FY2024
4.98

All County Average
FY2024
9.16

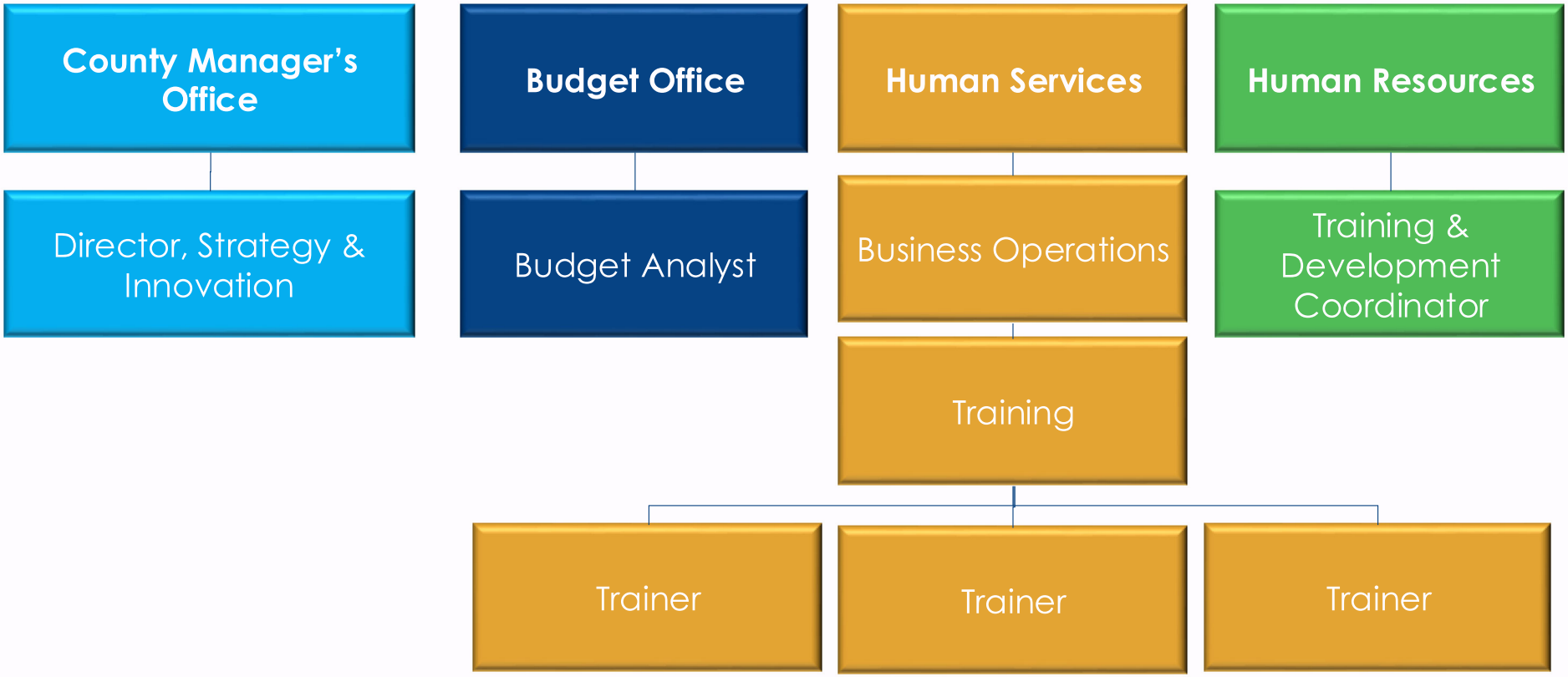
Highest 10 Counties

	FY2024
Graham	24.80
Tyrrell	21.84
Martin	19.45
Dare	17.25
Northampton	17.21
Warren	16.76
Swain	15.91
Clay	15.61
Washington	15.17
Bladen	13.82

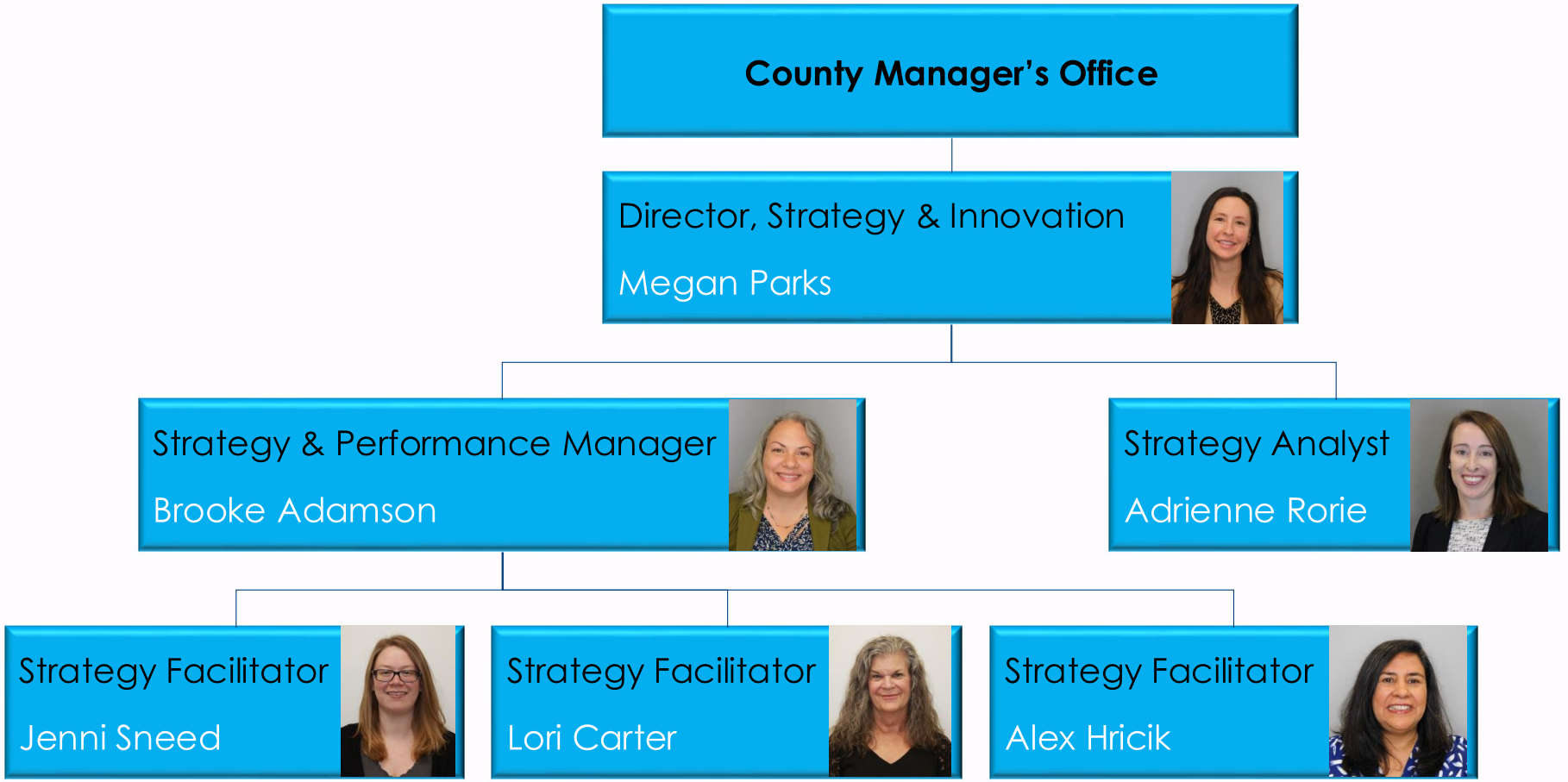
Lowest 10 Counties

	FY2024
Iredell	5.67
Moore	5.40
Davidson	5.31
Guilford	5.28
Mecklenburg	5.06
Cleveland	5.00
Union	4.98
Watauga	4.84
Johnston	4.73
Wake	3.92

Before- Fragmented Efforts (6 FTEs)



After- Centralized Team (6 FTEs)

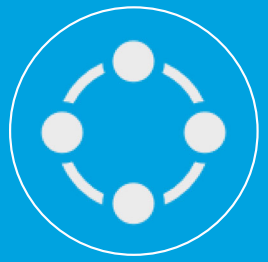


Focus Areas



People

Cultivate and enhance the talents of our exceptional employees



Process

Optimize business processes within and across county departments



Performance

Ensure our organization achieves and maintains exceptional performance

People

$47,000 in annual cost savings

- Redesigned Learning & Development programming to:
  - Add essential training for newly hired and promoted supervisors
  - Provide Emerging Leaders annually
  - Open the speaker series to all employees
  - Increase opportunities made available to all employees
  - Reduce overall program costs while expanding engagement footprint
- Succession Planning
  - Developed framework
  - Completed plan in Pilot department (Finance)
  - Targeting 50% of Union County departments by FY26 end
- Evaluated and eliminated redundant learning library

Process

$36,500 in annual cost & time savings

- Optimize existing applications, systems, and policies
  - Surveys moved to Microsoft Forms
  - Automated approval process for Certification Bonuses
  - OneDrive training deployed to 100% of departments
  - Developed Take Home Vehicle policy
  - Developed Certification Bonus Policy
  - Overtime utilization analysis
  - Hiring & Onboarding Process Improvement Event

Process- Case Study

- Hiring & Onboarding Process Improvement Event
  - Six departments convened in January to evaluate and enhance the hiring process aiming to reduce the overall time to hire.
  - Strong cross-department collaboration facilitating the exchange of best practices and process improvements.
  - Six formal solution projects identified. Additional solutions implemented at the department level.
  - Reduced HR staff time spent per new hire
  - Results: Average time to fill ↓ from **74.8** business days (FY23) **to 46.8** (Feb-Jun 25)

Performance

- Evaluate department measures & overall performance
  - Developing electronic dashboards for improved visualization and monitoring
- VOC- Updated methodology & centralized management
  - Redesigned surveys in 100% of departments
- Deploying Strategy Execution framework
  - Piloting large scale improvement project in Planning Department
  - Driving results at team level with lead measure focus in 100% of departments
    - Example: Soil & Water Conservation
    - Before: Measuring $ spent on conservation practices in Union County
    - After: ALSO measuring Total Acreage in Conservation Easements (lag), Distribution of Conservation Easement program materials (lead), Conservation Easement information sessions held (lead)

Recap

- Consolidated team to more effectively execute Manager's Priorities
- Total annual savings of $83,500 so far

Completed, existing, and future projects:

- Legistar Agenda Management System
- American Rescue Plan Act (ARPA) Funding Plan
- Grants Development and Management System
- Security & Risk Management Department
- Ask Sprout Chatbot
- CDBG Management
- Learning & Development
- Succession Planning
- Prositions
- Microsoft Forms
- Certification Bonus Policy
- OneDrive
- Take Home Vehicle policy
- Overtime utilization analysis
- Hiring & Onboarding Process Improvement Event
- Department Performance Measures
- Electronic Dashboards
- Voice of the Customer
- Minor Subdivision Process Improvement
- Employee Health and Wellness Center
- Lead/Lag Measures
- NeoGov Learn
- SharePoint
- Remote work policy
- Amazon membership
- Legal Team processes
- GIS services
- Public Health OIG Attestation process
- Employee Climate Survey
- Funding Choice Matrix
- Excel
- Performance Evaluations
- Career Progression Policy
- Pay for Performance
- Developer Services
- Core Values


Thank you
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north carolina

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

File #: 25-470 **Agenda Date:** 7/14/2025

TITLE:

Government Center Entrance Improvements

INFORMATION CONTACT:

Clayton Voignier, Assistant County Manager, 704-283-3687

ACTION REQUESTED:

Receive information.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Staff will provide information regarding upcoming Government Center lobby entrance improvements.

FINANCIAL IMPACT:

None.

File #: 25-446 **Agenda Date:** 7/14/2025

TITLE:

Appointments to Boards & Committees

INFORMATION CONTACT:

Janet Payne, Human Services Agency, Executive Director, 704-296-4348

ACTION REQUESTED:

Consider reappointment of Earl Ford to the Consolidated Human Services Board (CHSB).

PRIOR BOARD ACTIONS:

August 16, 2021, Regular Meeting, Agenda Item # 44 - Appointed Earl Ford to CHSB.

BACKGROUND:

The Consolidated Human Services Board (CHSB), pursuant to N.C. general statute 153A-77, is permitted to be composed of up to 25 members and composition of the board shall reasonably reflect the population makeup of the County. Currently, the Union County CHSB has 19 membership positions, each of which has a specific designation. Thirteen positions are filled and there are six vacancies including:

- Consumer of Human Services (2)
- Dentist (1)
- Pharmacist (1)
- Physician-Psychiatrist (1)
- Optometrist (1)

As is the County's usual practice, the vacancies available for appointment were advertised by posting a notice on the County's website:
<https://www.unioncountync.gov/government/boards-committees/boards-committees>

At its May 12, 2025 meeting, the CHSB reviewed applications submitted and voted to recommend that the Board of County Commissioners reappoint him for a second term.

- Mr. Earl Ford is eligible for reappointment to fill the "Consumer of Human Services" position.

Copies of the recommended appointees' applications are included for the BoCC's review and consideration.

FINANCIAL IMPACT:

Consolidated Human Services Board = $200 per year per member ($20 per meeting x 10 meetings per year).

APPLICATION TO SERVE ON APPOINTED BOARDS
COMMITTEES OR COMMISSIONS

BOARD: Union County Human Services Board

NAME: Earl Ford Jr.

ADDRESS: 1343 Brooksland Pl

TOWNSHIP: Waxhaw YEARS IN UNION COUNTY 10 years

TELEPHONE: (Home) 757-692-5240 (Office) _____ (Fax) _____

E-mail Address: earlfordjr32@gmail.com

EDUCATION:
List Schools, dates attended, Degrees obtained

Community College of the Air Force 1988, AAS Logistics Management
Southern Illinois University, 1988, BS Industrial Technology
Florida Institute of Technology, 1993, MS Management

OCCUPATION:
Past 3 and current employers and positions held

USAF Retired
Union County Human Services, Economic Services Div. Mgr. 2021 Retired
Va Beach Dept of Human Services, Div. Manager 2015
Union County Public Schools Substitute Teacher

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

Human Services Board Member (Present)

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

I deeply care about the economically deprived citizens in Union County and I want to continue to be a voice for their concerns.

Any other comments:

Have you ever been convicted of a felony? No

Date: April 25, 2025 Signature: Earl Ford Jr.

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

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

FOR OFFICE USE ONLY: Date Received: _____