

# **Union County, NC**

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



## **Meeting Agenda**

**Monday, December 2, 2024**

**6:00 PM**

**Board Room, First Floor**

### **Board of Commissioners**

*Commissioner Brian W. Helms*  
*Commissioner Melissa Merrell*  
*Commissioner-Elect Clancy Baucom*  
*Commissioner-Elect Christina B. Helms*  
*Commissioner-Elect Gary Sides*

**Closed Session - 5:15 PM**

[24-829](#)

**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)(5), to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

**FINANCIAL IMPACT:**

None.

**Opening of Meeting - 6:00 PM**

**Invocation - Commissioner Brian W. Helms**

**Pledge of Allegiance**

[24-797](#)

**Oaths of Office - Commissioners-Elect**

**INFORMATION CONTACT:**

Brian Matthews, County Manager

**ACTION REQUESTED:**

Administer Oaths of Office for Commissioners-Elect Clancy Baucom, Christina B. Helms, and Gary Sides.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In accordance with Rule 4 of the Board’s Rules of Procedure, if they have not already been sworn and inducted into office, the newly elected members of the Board shall take and subscribe the oath of office as the first order of business.

**FINANCIAL IMPACT:**

None.

[24-821](#)

**Oath of Office - Register of Deeds-Elect**

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Administer Oath of Office for Register of Deeds-Elect  
Crystal Gilliard.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Crystal Gilliard, Register of Deeds-Elect will be taking her  
oath of office for her new term.

**FINANCIAL IMPACT:**

None.

**24-798**

**Election of Officers - Brian Matthews, County Manager  
Presiding**

**INFORMATION CONTACT:**

Brian Matthews, County Manager

**ACTION REQUESTED:**

Election of Chair and Vice Chair.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In accordance with Rule 4 of the Board's Rules of  
Procedure, the Board shall elect a Chair and Vice Chair  
from its members and the Chair and Vice Chair shall take  
and subscribe the oath of office for their respective  
positions.

**FINANCIAL IMPACT:**

None.

**24-799**

**Oaths of Office - Chair and Vice Chair**

**INFORMATION CONTACT:**

Lynn G. West, Clerk to the Board

**ACTION REQUESTED:**

Chair and Vice Chair shall take and subscribe the oath of  
office for their respective positions.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In accordance with Rule 4 of the Board's Rules of  
Procedure, the Board shall elect a Chair and Vice Chair  
from its members and the Chair and Vice Chair shall take  
and subscribe the oath of office for their respective  
positions.

**FINANCIAL IMPACT:**

None.

**24-816**

**Elected Officials' Bonds**

**INFORMATION CONTACT:**

Michael Farrar, Risk and Safety Program Manager,  
704-283-3592

**ACTION REQUESTED:**

Approve bond amount for the Register of Deeds (\$25,000).

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Elected positions are required by North Carolina General Statute to maintain personal bonds while in office. Individuals are responsible for securing these personal bonds. Union County has undertaken the responsibility for placement of these bonds. Bonds are placed by USI Insurance Services. The bond for the Register of Deeds is \$25,000.

**FINANCIAL IMPACT:**

\$88.00 paid annually for the Register of Deeds bond.

**24-817**

**Employees' Bonds**

**INFORMATION CONTACT:**

Michael Farrar, Risk and Safety Program Manager,  
704-283-3592.

**ACTION REQUESTED:**

Approve bond amounts for the Finance Director (\$1,000,000) and the Tax Administrator (\$60,000).

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

The Finance Director and Tax Administrator are required by North Carolina General Statute to maintain personal bonds. Individuals are responsible for securing these personal bonds. Union County has undertaken the responsibility for placement of these bonds and paying the premiums as an inducement to attract qualified personnel. Bonds are placed by USI Insurance Services. Pursuant to NCGS 159-29, the bond for the Finance Director is \$1,000,000. The bond for the Tax Administrator is \$60,000.

**FINANCIAL IMPACT:**

\$3,500.00 paid annually for the Finance Director. \$210.00 paid annually for the Tax Administrator.

**Informal Comments**

**Public Hearing(s)**

[24-809](#)

**Public Hearing - Text Amendment to Sections 5.030-C (Cluster Development) and 60.040 of the Union County Development Ordinance**

**INFORMATION CONTACT:**

Lee Jenson, Planning, Director, 704-283-3564

**ACTION REQUESTED:**

Conduct a public hearing.

If the Board wishes to take action consider the following:

**TO APPROVE THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE CONSISTENT WITH THE CURRENT PLAN)**

**Motion**

- (i) Adopt the Ordinance Approving Text Amendments to the Unified Development Ordinance of Union County, North Carolina; and (ii) adopt the consistency and reasonableness statement for approval.

**TO DENY THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE INCONSISTENT WITH THE CURRENT PLAN)**

**Motion**

- (i) Deny the text amendments set forth in TXT-2024-002; and (ii) adopt the consistency and reasonableness statement for denial.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

These proposed text amendments are based on recommendations outlined in the Union County 2050 Comprehensive Plan. The Comprehensive Plan outlines several strategies that will help implement the vision of the plan; one of which is helping to protect the rural character and open spaces of areas shown as "Rural Residential" in the Union County comprehensive plan. The Board of County Commissioners then established an implementation committee to make specific recommendations concerning all of the strategies. One specific recommendation concerning protecting the rural character and open spaces of Union County is to require major subdivisions in the "Rural Residential" areas to provide 30% open space. These text amendments apply to new major subdivisions in order to provide recreational and open space opportunities for the residents of the developments. These

implementation strategies were approved by the Board of County Commissioners in January of 2024.

The Land Use Board considered these text amendments at their regular meeting in November and unanimously recommended approval.

**FINANCIAL IMPACT:**

None.

**24-810**

**Public Hearing - Text Amendment to Table 5-2 (R District Lot and Building Regulations - Conventional Development) and 60.070 (Lots and Access) of the Union County Development Ordinance**

**INFORMATION CONTACT:**

Lee Jenson, Planning, Director, 704-283-3564

**ACTION REQUESTED:**

Conduct a public hearing.

If the Board wishes to take action, consider the following:

**TO APPROVE THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE CONSISTENT WITH THE CURRENT PLAN)**

**Motion**

- (i) Adopt the Ordinance Approving Text Amendments to the Unified Development Ordinance of Union County, North Carolina; and (ii) adopt the consistency and reasonableness statement for approval.

**TO DENY THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE INCONSISTENT WITH THE CURRENT PLAN)**

**Motion**

- (i) Deny the text amendments set forth in TXT-2024-003; and (ii) adopt the consistency and reasonableness statement for denial.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

These proposed text amendments are intended to increase safety and decrease driveway access points along major corridors in Union County. The amendments would increase lot road frontage requirements along roadways in Union County that have a posted speed limit of 45 MPH or greater. In addition, along those same roadways, lot size requirements would be increased as well, thereby, decreasing overall density for lots

taking direct access along higher speed corridors.

The Land Use Board considered this text amendment at their regular meeting in November and unanimously recommended to deny the amendment. The major concern the Land Use Board had was that the amendment could impact the affordability and availability of land and prevent families from conveying lots to children or grandchildren.

**FINANCIAL IMPACT:**

None.

## Consent Agenda

### [24-789](#)

#### Task Order Amendment - SCADA Master Plan

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Accept the scope of services as shown in the attached Amendment 04 to Task Order 2020-02 with HDR Engineering, Inc. of the Carolinas in the amount of \$139,850, and authorize the County Manager to negotiate and execute an agreement substantially consistent with this agenda item.

**PRIOR BOARD ACTIONS:**

- 1) May 3, 2021, Regular Meeting, Agenda Item # 9 - Approved Task Order 2020-02 with HDR Engineering, Inc. of the Carolinas in the amount of \$396,582.
- 2) June 19, 2023, Regular Meeting, Agenda Item # 23-389 - Approved Amendment 02 to Task Order 2020-02 with HDR Engineering, Inc. of the Carolinas in the amount of \$48,199.

**BACKGROUND:**

The Capital Improvement Program, as adopted by the Board of County Commissioners, includes funding for the assessment, design, and replacement of System Control and Data Acquisition (SCADA) infrastructure. Master planning for SCADA system replacement, radio communications analysis (telemetry), and human machine interface (HMI) software acquisition activities have been completed as part of the overall SCADA project effort. The master plan identified projects for implementation grouped into three main categories (1) network architecture, (2) telemetry, and (3) replacement of remote terminal units (RTU's) and programmable logic controllers (PLC's). The design and construction of required improvements for the SCADA system computer network (network architecture) has been completed. The design for the telemetry system and RTU and PLC replacements has been completed and the project is presently under construction. Supporting these projects is the implementation and deployment of the new HMI software.

The deployment and implementation of the selected HMI software, VTScada, is largely complete including the development of the object

library, graphic interface, and establishing connectivity to the existing Data Flow Systems database. Amendments 01 through 03 to the scope of services with HDR Engineering of the Carolinas have been executed increasing the total contract amount by \$123,006 from \$396,582 to \$519,588 to cover costs related to system training, updates and additions to the object library, and support services for the purchase, installation, and configuration of network equipment required to support VTSCADA at the Crooked Creek WRF.

Amendment 04 to Task Order 2020-02 includes costs for additional services required for the implementation and deployment of the HMI software for the Crooked Creek WRF; support services related to network security domain migration, VOIP alarm setup and configuration, data routing, and remote access coordination; and resolution of communication protocols at existing facilities. The additional services are required due to the complexities of implementing the VTSCADA HMI software with the existing Data Flow Systems hardware and database configurations.

The scope of services for VTScada deployment identified in the attached Task Order 2020-02 Amendment 04 has been reviewed by UCW Engineering staff and is appropriate for the project. Services are to be provided on a lump sum basis in the amount of \$139,850 and increase the total contract amount from \$519,588 to \$659,438.

**FINANCIAL IMPACT:**

Funding is available within the adopted Capital Improvement Program to support the VTScada deployment professional services contract as described in Task Order 2020-02 amendment 04 in the amount of \$139,850.

**24-791**

**Contract - Program Management Services for Customer Information System Replacement**

**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:**

Union County Water's (UCW) existing Customer Information System (CIS), Harris NorthStar (NorthStar), is obsolete and not capable of meeting UCW's current or future needs. UCW is implementing a



complete replacement with new CIS software that will be used by all UCW departments in the day-to-day management of the utility.

The CIS is a software application that acts as a central hub to manage all customer-related data, including billing, account details, usage information, payments, and service orders. The current CIS, NorthStar, has been utilized for approximately twenty years and is obsolete, lacking modern features of current technology required to better meet UCW's current or future needs. The obsolete condition of NorthStar has led to insufficient technical support, integration limitations with other systems utilized by UCW for day-to-day operations, and the need for additional software to generate essential reports for managing billing and customer accounts. In addition to being obsolete, UCW has experienced significant reliability issues with NorthStar, including frequent software crashing, slow performance, failure for work orders to transfer to UCW's asset management software, and frequent restarting of the server due to overall system failures.

Due to the unique nature and importance of this project, UCW developed a project charter for the implementation of a new CIS that identified the need for a Program Manager to serve as the subject matter expert to guide and assist UCW staff with the project.

The Procurement Department partnered with UCW to issue Request for Proposals 2024-077 Program Management Services for the Customer Information System Replacement Project. On June 04, 2024, ten proposals were received and reviewed by an evaluation team in accordance with applicable evaluation criteria for this project. The top ranked five firms/vendors were invited to shortlist interview/presentations. The team selected Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) as the preferred offerer to provide Program Management services for Customer Information System Replacement Project.

The scope of services for initial planning and software needs assessment for the CIS replacement is outlined in the attached contract with BerryDunn. The scope of services provided has been reviewed by UCW staff and is appropriate for the project. Services are to be provided on a fixed fee basis of \$177,995.00 which includes an allowance of \$17,500 for travel expenses.

**FINANCIAL IMPACT:**

Funding is available within the adopted FY2025 UCW operating budget to support the contract in the amount of \$177,995.00.

**24-807**

**Contract Renewal - Work Order Software**

**INFORMATION CONTACT:**

Aubrey Lofton, Union County Water - Planning & Resource Management,  
Director, 704-296-4241

**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) June 20, 2016, Regular Meeting, Agenda Item # 4 - Approved purchase and implementation of software with five-year term
- 2) March 21, 2022, Regular Meeting, Agenda Item # 22-149 - Approved three-year renewal of software

**BACKGROUND:**

This software is used to manage work order and maintenance activities, with both desktop and mobile versions. It allows staff to plan, dispatch, and complete work orders while capturing information about the assets involved as well as the equipment, labor, and parts utilized during the course of the work. Lucity/EAM also integrates with the Customer Information System, NorthStar, to allow staff to push customer service requests for execution by Operations staff.

The Union County Water Department has utilized the contractual services of Lucity/Tritech for work order software since June 2016. The company 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 opportunities during the early part of the third year of the agreement.

**FINANCIAL IMPACT:**

The anticipated first year cost for this service is \$34,779.72. Since the contract contains an initial term of three years with an option for two one-year renewals, with an annual five percent increase in cost, a total of \$192,179.91 is estimated to be spent. Funding is available in the adopted FY2025 budget with future expenditures subject to annual budget appropriation.

**24-812****Purchase - Tasers****INFORMATION CONTACT:**

Dorothy Thomas, Public Safety Finance Administrator, Union County Sheriff's Office, 704-283-3578

**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 Sheriff's Office is requesting to add a total of fifteen (15) tasers for new positions over a period of 2 years.

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 15 tasers will be made using a Group Purchasing Program, League of Oregon Cities (NPP), Contract No. PS20270 as quoted by Axon Enterprise, Inc. Procurement and Contract Management has vetted this contract and purchase amount.

**FINANCIAL IMPACT:**

The anticipated cost for the tasers is \$35,802.00 per year with year-1 budgeted accordingly for FY2025 and year-2 pending annual budget approval. The 2-year total is \$71,604.00.

**24-822**

**Change Order - Union County Jail Generator Replacement Project**

**INFORMATION CONTACT:**

Christopher J. Boyd, Facilities & Fleet Management, Director,  
704-283-3868

**ACTION REQUESTED:**

1) Authorize the County Manager to negotiate and execute an agreement substantially consistent with this agenda item, exercise any renewal or extension term options set forth in the agreement, and terminate the agreement if deemed in the best interest of the County, each in the County Manager's discretion, and 2) adopt Capital Project Ordinances # 259B and # 367A.

**PRIOR BOARD ACTIONS:**

February 6, 2023, Regular Meeting, Agenda Item # 23-043 - Accepted the low bidder, authorized award of the contract to Locke-Lane Construction Inc. and adopted resolution providing notice of the Union County Jail Generator Replacement project.

**BACKGROUND:**

The Union County Jail is currently served by a 160 kVA generator that is at the end of its service life. The project will replace the generator with a 600kVA generator currently owned by the County but not in service. The increased capacity of the replacement generator will allow more effective generator coverage for the Jail.

During the submittal process, an engineered electrical coordination study was completed and found compatibility issues related to the older switchgear in the existing Jail. The engineer and contractor determined that significant upgrades would be required that were not anticipated nor shown in the scope of work. This change order is for equipment and labor needed to properly upgrade the electrical service equipment. Facilities Management has utilized the contractual services of Locke-Lane Construction Inc. for construction services on the Union County Jail

Generator Replacement Project since February 2023. This request is to approve the contract amendment to upgrade existing electrical service equipment as required to ensure a safe and effective system is in place.

This request also includes the adoption of CPO #259B and CPO #367A to provide sufficient funds in the Jail Generator Replacement capital account, 40080113, to cover these additional costs and allow additional budget for future change orders if needed. Any unused budget can be transferred for use on other projects at the completion of the project. We are requesting the transfer of funds totaling \$75,000.00 from the UCSO R&R capital account, 40080135, into the Jail Generator Replacement capital account, 40080113.

The contractor has submitted Change Order # 5074-02 in the amount of \$99,512.00 to cover these unexpected costs. The original contract price was \$249,199.00 and with this change order will increase to \$348,711.00.

**FINANCIAL IMPACT:**

The cost of this change order is \$99,512.00. Upon approval of CPO #259B and CPO #367A there will be sufficient funds in the Jail Generator Replacement capital account, 40080113, to cover this expense.

**24-815**

**Grant Application - Delta Dental Foundation**

**INFORMATION CONTACT:**

Dennis Joyner / Traci Colley, Human Services Agency - Public Health, Director, 704-296-4801; Janet Payne, Human Services Agency, Director, 704-296-4348

**ACTION REQUESTED:**

1) Approve the Public Health Department's request to apply for Delta Dental Foundation funding, 2) upon award of the funding, authorize the County Manager to execute an agreement substantially consistent with this agenda item, and 3) upon receipt of grant award, recognize, receive, and appropriate the awarded amount to the Public Health budget.

**PRIOR BOARD ACTIONS:**

- 1) November 7, 2022, Regular Meeting, Agenda Item # 22-751 - Approved Delta Dental Foundation grant application.
- 2) December 4, 2023, Regular Meeting, Agenda Item # 23-823 - Approved Delta Dental Foundation grant application.

**BACKGROUND:**

The Delta Dental Foundation is accepting applications for grant funding up to \$5,000 to support community dental care for children through their Smiles for Kids Grants Program. The Public Health Dental Clinic requests approval to apply for these funds to support and expand our dental care services for children who have financial challenges receiving the necessary care. We anticipate 25-30 children can be served through this funding.

The County's Dental Clinic provides general dentistry services and education to residents who may have difficulty obtaining dental care due

to financial needs or access to other providers. The clinic provides services for adults and children beginning at 1 year of age. The clinic accepts Medicaid, third-party insurance and private pay on a sliding-fee scale based on income. In FY2024, the clinic had 3,294 patient visits (2,009 adults and 1,285 children). Of the children served, 44% were uninsured/private pay.

Oral diseases, which range from cavities and gum disease to oral cancer, cause pain and disability for many in our community. Establishing good oral health practices and seeking early dental care is an important component for overall health and is especially important for children to begin routine dental care early in their lives.

This new application is required to receive additional funds for the current fiscal year's grant process.

**FINANCIAL IMPACT:**

Anticipated funding is \$5,000 and no County match is requested or required.

**24-790**

**Banking Resolutions and Signature Cards**

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

1) Adopt Resolution and Agreement for Deposit Account for Truist in the event of personnel changes and 2) authorize the Chair & Vice Chair of the Board of Commissioners, County Manager, and appointed Finance Officer to sign the signature cards, addendums, and incumbency certificates on behalf of Union County as necessary.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In the event of a change to the Chair or Vice Chair of the Board of County Commissioners, it will be necessary to update all banking documents.

**FINANCIAL IMPACT:**

None.

**24-801**

**2024 General Obligation Bond Referendum**

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

1) Adopt Resolution Certifying Results of the 2024 Union County General Obligation Referendum that were approved by voters on November 5, 2024, and 2) adopt Capital Project Ordinance 378.

**PRIOR BOARD ACTIONS:**

1) June 17, 2024, Regular Meeting, Agenda Item #24-389 - Introduced Bond Order Authorizing the Issuance of \$39,425,000 General Obligation School Bonds of the County of Union, North Carolina and Adopted

Resolution of the County of Union, North Carolina regarding Bond Order authorizing the issuance of \$39,425,000 General Obligation School Bonds, Setting Public Hearing for July 15, 2024, and Directing Publication of Notice of Said Public Hearing.

2) May 20, 2024, Regular Meeting, Agenda Item # 24-344 - Adopted the Resolution Directing Publication of Notice of Intent to Apply to the Local Government Commission and adopted the Resolution making certain statements of facts concerning the proposed school bond issue and authorizing the application to the LGC for \$39,425,000 of general obligation bonds.

3) May 6, 2024, Regular Meeting, Agenda Item # 24-290 - Authorized staff to move forward with the necessary steps for a 2024 Bond Referendum for Union County Public School to fund design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School in the amount of \$39,421,448.

4) July 15, 2024, Regular Meeting, Agenda Item #24-460 - 1) Adopted Bond Order Authorizing the Issuance of \$39,425,000 General Obligation Schools Bonds of the County of Union, North Carolina and 2) adopted the Resolution Setting a Special Bond Referendum and Directing the Publication of Notice of a Special Bond Referendum and Notification of the Union County Board of Elections.

**BACKGROUND:**

On November 5, 2024, Union County voters approved the General Obligation Bonds (GO Bonds) Referendum for Union County Public Schools. The GO Bonds will provide funding for the design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School.

The Resolution Certifying results indicates the approval of \$39,425,000 of bonds plus interest to pay the capital costs of providing for the design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School.

**FINANCIAL IMPACT:**

The estimated cumulative cost over the life of the bond, using the highest interest rate of 5.344% charged for similar debt over the last twenty years is estimated at \$61,541,611. The estimated maximum annual debt service impact is \$4,077,755 beginning in FY2026 and commencing in FY2045. The annual estimated amount of property tax liability increases for each \$100,000 of property tax value to service the cumulative cost over the life of the bond is estimated at \$8.00 (based on 0.80¢ increase in

the ad valorem property tax rate). This estimate is based on the legislative requirements of NC Session Law 2022-53 for bond referendums.

**24-833****Contract - Forensic Pathology Services****INFORMATION CONTACT:**

Clayton Voignier, County Manager's Office, Assistant County Manager,  
704-283-3687

**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 contract between Union County and NC DHHS Division of Public Health specifies that the County will provide forensic pathology services in North Carolina through professional staff, technical staff and suitable facilities for death investigations and autopsies as a regional autopsy center (RAC) beginning December 16, 2024. The contract also serves as an agreement for the state to reimburse the County on a per autopsy basis at the statutory fixed cost rates as defined in NCGS 130A-389(a) and NCGS 130A-389(a1).

**FINANCIAL IMPACT:**

Anticipated revenues of \$2,175 per autopsy for 440 autopsies equal to \$957,000

**24-808****Resolution - Surplus Vehicle Sale****INFORMATION CONTACT:**

Cheryl Wright, Procurement & Contract Management, Director,  
704-283-3563

**ACTION REQUESTED:**

Adopt Resolution Authorizing Surplus Property Sale by Internet Auction which 1) declares the property itemized on Attachment A as "Surplus" to the needs of Union County, 2) authorizes sale at electronic auction of the surplus property described in Attachment A as per the terms and conditions as specified in the online auction service provider contract, and 3) authorizes the Procurement Director or her designee to execute any and all documents necessary to transfer title to said property on behalf of Union County.

**BACKGROUND:**

North Carolina General Statutes allow the disposition of personal property by local governments through a variety of means including private

negotiations and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In 2001, the legislature amended the Statutes to provide for disposition of property through electronic auction.

The sale will begin December 3, 2024, at 9:00 AM and end December 13, 2024, with incremental closings as indicated on Attachment A.

The vehicles are to be picked up at 610 Patton Avenue, Monroe, NC with the following terms of sale:

1. Sale to the highest bidder with all sales final.
2. All items sold "as is" with no warranty, expressed or implied, which extends beyond the description of the item.
3. Purchasers must remove vehicles(s) within ten (10) business days from the time and date of issuance of the Buyer's Certificate.
4. Payment must be made online through the online auction website. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment will not be accepted onsite.

**FINANCIAL IMPACT:**

Estimated revenue is \$75,000. The revenue will be returned to the fund from which the asset came.

**24-820**

**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 November 18, 2024.

**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**

**24-795**

**Monthly Update - Wastewater Treatment Capacity**

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Receive status update on wastewater treatment capacity for the Twelve Mile Creek, Crooked Creek, Olde Sycamore, Tallwood, and Grassy Branch facilities.

**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 October 2024 is summarized in the attached table.

Twelve Mile Creek

- Actual + Permitted Obligated Flows (MGD) = 6.917
- Percent of Permitted Flow Used = 92.2%

Crooked Creek

- Actual + Permitted Obligated Flows (MGD) = 1.720
- Percent of Permitted Flow Used = 90.5%

Olde Sycamore

- Actual + Permitted Obligated Flows (MGD) = 0.046
- Percent of Permitted Flow Used = 30.7%

Tallwood

- Actual + Permitted Obligated Flows (MGD) = 0.023
- Percent of Permitted Flow Used = 46.0%

Grassy Branch

- Actual + Permitted Obligated Flows (MGD) = 0.049
- Percent of Permitted Flow Used = 98.0%

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 October 2024 are summarized in the attached tables.

**FINANCIAL IMPACT:**

None.

**24-811**

**Tax Collector’s Departmental Report for October 2024**

**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 October 2024 as required by NCGS 105-350(7).

**FINANCIAL IMPACT:**

None.

## Business

### 24-831

#### **Resolution - Resolution in Support of House Bill 463, "North Carolina Farmland and Military Protection Act"**

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Adopt the Resolution in Support of House Bill 463, "North Carolina Farmland and Military Protection Act"

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

On March 23, 2023, House Bill 463, referenced as the "North Carolina Farmland and Military Protection Act," was filed in the North Carolina House of Representatives. This bill generally provides that no adversarial foreign government shall purchase, acquire, lease, or hold any interest in agricultural land or land situated within a 25-mile radius of a military base.

The purpose of this act is to guard agricultural lands in the State from adversarial foreign government control and ensure a safe, abundant, and affordable supply of food for the benefit of the people of the State of North Carolina and the United States. Safeguarding and preserving farmland in order to secure a safe and abundant food supply and agricultural products is a matter of critical importance to the residents of Union County, particularly those who own or live near agricultural land in the County.

This resolution requests that the General Assembly adopt House Bill 463 or a similar bill in the next biennial session of the General Assembly. Copies of the resolution will also be sent to the County's legislative delegation to the General Assembly.

**FINANCIAL IMPACT:**

None

### 24-832

#### **County Participation in Outside Events**

**INFORMATION CONTACT:**

Commissioner Brian Helms

**ACTION REQUESTED:**

Potential action to prohibit the County, and County employees in their official capacity, from participation in certain outside events.

**PRIOR BOARD ACTIONS:**

August 21, 2023, Regular Meeting - Board considered a motion concerning County participation in outside events at this meeting; however, it was not passed with a tie 2-2 vote.

**BACKGROUND:**

A motion concerning County participation in outside events was considered at the August 21, 2023, continued regular meeting of the Board. That motion was voted on at that time; however, the motion failed to pass with a 2-2 tie vote. This item is for discussion and potential action concerning prohibition of the County, and County employees in their official capacity, from participation in certain outside events.

**FINANCIAL IMPACT:**

None.

**24-819**

**Appointment of Commissioners to Boards and Committees**

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Appoint Commissioners to fill positions on Boards and Committees.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

None.

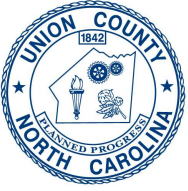
**FINANCIAL IMPACT:**

None.

**County Manager's Comments**

**Commissioners' Comments**

**Adjournment**



# Union County, NC

## Staff Report

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

---

**File #:** 24-829

**Agenda Date:** 12/2/2024

---

**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.

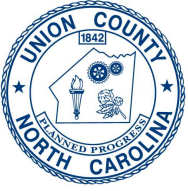
**BACKGROUND:**

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)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

**FINANCIAL IMPACT:**

None.



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-797

**Agenda Date:** 12/2/2024

---

**TITLE:**

Oaths of Office - Commissioners-Elect

**INFORMATION CONTACT:**

Brian Matthews, County Manager

**ACTION REQUESTED:**

Administer Oaths of Office for Commissioners-Elect Clancy Baucom, Christina B. Helms, and Gary Sides.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In accordance with Rule 4 of the Board's Rules of Procedure, if they have not already been sworn and inducted into office, the newly elected members of the Board shall take and subscribe the oath of office as the first order of business.

**FINANCIAL IMPACT:**

None.



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

STATE OF NORTH CAROLINA

COUNTY OF UNION

### OATH OF OFFICE UNION COUNTY COMMISSIONER

I, Clancy C. Baucom, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Commissioner for the County of Union, so help me God.

I, Clancy C. Baucom, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Clancy C. Baucom, do swear that I will well and truly execute the duties of the office of Commissioner for the County of Union according to the best of my skill and ability, according to law; so, help me, God.

---

Clancy C. Baucom  
Union County Commissioner

Sworn to and subscribed before me  
this 2nd day of December, 2024.

---



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

STATE OF NORTH CAROLINA

COUNTY OF UNION

### OATH OF OFFICE UNION COUNTY COMMISSIONER

I, Christina B. Helms, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Commissioner for the County of Union, so help me God.

I, Christina B. Helms, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Christina B. Helms, do swear that I will well and truly execute the duties of the office of Commissioner for the County of Union according to the best of my skill and ability, according to law; so, help me, God.

---

Christina B. Helms  
Union County Commissioner

Sworn to and subscribed before me  
this 2nd day of December, 2024.

---



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

STATE OF NORTH CAROLINA

COUNTY OF UNION

### OATH OF OFFICE UNION COUNTY COMMISSIONER

I, Gary Sides, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Commissioner for the County of Union, so help me God.

I, Gary Sides, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Gary Sides, do swear that I will well and truly execute the duties of the office of Commissioner for the County of Union according to the best of my skill and ability, according to law; so, help me, God.

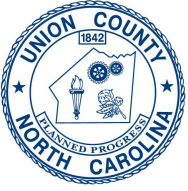
---

Gary Sides  
Union County Commissioner

Sworn to and subscribed before me  
this 2nd day of December, 2024.

---





# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-821

**Agenda Date:** 12/2/2024

---

**TITLE:**

Oath of Office - Register of Deeds-Elect

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Administer Oath of Office for Register of Deeds-Elect Crystal Gilliard.

**PRIOR BOARD ACTIONS:**

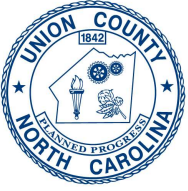
None.

**BACKGROUND:**

Crystal Gilliard, Register of Deeds-Elect will be taking her oath of office for her new term.

**FINANCIAL IMPACT:**

None.



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-798

**Agenda Date:** 12/2/2024

---

**TITLE:**

Election of Officers - Brian Matthews, County Manager Presiding

**INFORMATION CONTACT:**

Brian Matthews, County Manager

**ACTION REQUESTED:**

Election of Chair and Vice Chair.

**PRIOR BOARD ACTIONS:**

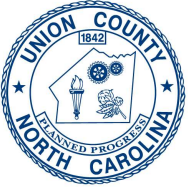
None.

**BACKGROUND:**

In accordance with Rule 4 of the Board's Rules of Procedure, the Board shall elect a Chair and Vice Chair from its members and the Chair and Vice Chair shall take and subscribe the oath of office for their respective positions.

**FINANCIAL IMPACT:**

None.



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-799

**Agenda Date:** 12/2/2024

---

**TITLE:**

Oaths of Office - Chair and Vice Chair

**INFORMATION CONTACT:**

Lynn G. West, Clerk to the Board

**ACTION REQUESTED:**

Chair and Vice Chair shall take and subscribe the oath of office for their respective positions.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In accordance with Rule 4 of the Board's Rules of Procedure, the Board shall elect a Chair and Vice Chair from its members and the Chair and Vice Chair shall take and subscribe the oath of office for their respective positions.

**FINANCIAL IMPACT:**

None.



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

STATE OF NORTH CAROLINA

COUNTY OF UNION

### OATH OF OFFICE Chair, Board of Commissioners

I, \_\_\_\_\_, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Chair of the Board of Commissioners for the County of Union, so help me God."

I, \_\_\_\_\_, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God."

I, \_\_\_\_\_, do swear that I will well and truly execute the duties of the office of Chair of the Board of Commissioners for the County of Union according to the best of my skill and ability, according to law; so help me, God.

\_\_\_\_\_  
Chair

\_\_\_\_\_



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

STATE OF NORTH CAROLINA

COUNTY OF UNION

### OATH OF OFFICE

#### Vice Chair, Board of Commissioners

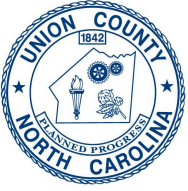
I, \_\_\_\_\_, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Vice Chair of the Board of Commissioners for the County of Union, so help me God."

I, \_\_\_\_\_, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God."

I, \_\_\_\_\_, do swear that I will well and truly execute the duties of the office of Vice Chair of the Board of Commissioners for the County of Union according to the best of my skill and ability, according to law; so help me, God.

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-816

**Agenda Date:** 12/2/2024

---

**TITLE:**

Elected Officials' Bonds

**INFORMATION CONTACT:**

Michael Farrar, Risk and Safety Program Manager, 704-283-3592

**ACTION REQUESTED:**

Approve bond amount for the Register of Deeds (\$25,000).

**PRIOR BOARD ACTIONS:**

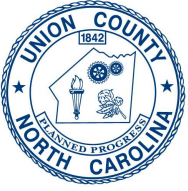
None.

**BACKGROUND:**

Elected positions are required by North Carolina General Statute to maintain personal bonds while in office. Individuals are responsible for securing these personal bonds. Union County has undertaken the responsibility for placement of these bonds. Bonds are placed by USI Insurance Services. The bond for the Register of Deeds is \$25,000.

**FINANCIAL IMPACT:**

\$88.00 paid annually for the Register of Deeds bond.



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-817

**Agenda Date:** 12/2/2024

---

**TITLE:**

Employees' Bonds

**INFORMATION CONTACT:**

Michael Farrar, Risk and Safety Program Manager, 704-283-3592.

**ACTION REQUESTED:**

Approve bond amounts for the Finance Director (\$1,000,000) and the Tax Administrator (\$60,000).

**PRIOR BOARD ACTIONS:**

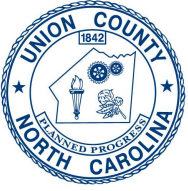
None.

**BACKGROUND:**

The Finance Director and Tax Administrator are required by North Carolina General Statute to maintain personal bonds. Individuals are responsible for securing these personal bonds. Union County has undertaken the responsibility for placement of these bonds and paying the premiums as an inducement to attract qualified personnel. Bonds are placed by USI Insurance Services. Pursuant to NCGS 159-29, the bond for the Finance Director is \$1,000,000. The bond for the Tax Administrator is \$60,000.

**FINANCIAL IMPACT:**

\$3,500.00 paid annually for the Finance Director. \$210.00 paid annually for the Tax Administrator.



# Union County, NC

## Staff Report

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

**File #:** 24-809

**Agenda Date:** 12/2/2024

**TITLE:**

Public Hearing - Text Amendment to Sections 5.030-C (Cluster Development) and 60.040 of the Union County Development Ordinance

**INFORMATION CONTACT:**

Lee Jenson, Planning, Director, 704-283-3564

**ACTION REQUESTED:**

Conduct a public hearing.

If the Board wishes to take action consider the following:

**TO APPROVE THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE CONSISTENT WITH THE CURRENT PLAN)**

**Motion**

- (i) Adopt the Ordinance Approving Text Amendments to the Unified Development Ordinance of Union County, North Carolina; and (ii) adopt the consistency and reasonableness statement for approval.

**TO DENY THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE INCONSISTENT WITH THE CURRENT PLAN)**

**Motion**

- (i) Deny the text amendments set forth in TXT-2024-002; and (ii) adopt the consistency and reasonableness statement for denial.

**PRIOR BOARD ACTIONS:**

None.



**BACKGROUND:**

These proposed text amendments are based on recommendations outlined in the Union County 2050 Comprehensive Plan. The Comprehensive Plan outlines several strategies that will help implement the vision of the plan; one of which is helping to protect the rural character and open spaces of areas shown as "Rural Residential" in the Union County comprehensive plan. The Board of County Commissioners then established an implementation committee to make specific recommendations concerning all of the strategies. One specific recommendation concerning protecting the rural character and open spaces of Union County is to require major subdivisions in the "Rural Residential" areas to provide 30% open space. These text amendments apply to new major subdivisions in order to provide recreational and open space opportunities for the residents of the developments. These implementation strategies were approved by the Board of County Commissioners in January of 2024.

The Land Use Board considered these text amendments at their regular meeting in November and unanimously recommended approval.

**FINANCIAL IMPACT:**

None.

**ORDINANCE APPROVING TEXT AMENDMENTS TO THE UNIFIED  
DEVELOPMENT ORDINANCE 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

WHEREAS, Union County has received an application for revision of certain provisions of the UDO, TXT 2024-002 submitted to the Board, specifically related to open space requirements of the UDO (the “Text Amendments”); and

WHEREAS, the Union County Land Use Board considered and made a recommendation concerning approval of the Text Amendments; and

WHEREAS, the Text Amendments are adopted pursuant to the Board’s authority to regulate the subdivision of land set forth in Article 8 of Chapter 160D of the North Carolina General Statutes, including, without limitation, requirements for recreation and open spaces set forth in N.C.G.S. § 160D-804; and

WHEREAS, the Board has determined that approval and adoption of the Text Amendments 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 Text Amendments are hereby approved and the UDO is hereby amended as shown on Exhibit A, which is attached to this ordinance.
2. This ordinance is effective upon adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair, Union County Board of Commissioners

## Exhibit A

### Section 5.030 Lot and Building Regulations

#### 5.030-C Cluster Development

##### 4. Open Space

- a. Each cluster development must include permanently protected common open space equal to at least ~~40~~30% of the gross area of the subdivision or the difference between the cumulative total lot area that would have been required under the conventional development minimum lot area requirements of ~~§5.030-B~~ and the actual cumulative total area provided within the cluster development, whichever results in a greater amount of open space.

### Section 60.040 Major Subdivision Open Space ~~Reserved (Amended 7-1-2021)~~

#### **60.040-A Basic Open Space Requirements**

For new major Subdivisions in areas identified as “Rural Residential” on the future land use map in the current comprehensive plan, there shall be set aside 30% of the acreage of the development site as common open space. The required common open space shall not be used to calculate maximum site density and shall be subtracted after items in 5.030-B (3) (1) (a)-(b) for Conventional Developments, and 5.030-C (3) (a)-(c) for Cluster Developments, have been excluded from maximum site density.

#### **60.040-B Additional Open Space Requirements for Cluster Development**

Common open space as required by 60.040-A for Cluster Developments shall follow and meet the requirements for Open Space set forth in 5.030-C(4)(a)-(g).

#### **60.040-C Additional Open Space Requirements for Conventional Development**

Common open space as required by 60.040-A for Conventional Development (as “Conventional development” is defined in 5.030-B), shall follow and meet the following requirements:

1. Required open space must be directly accessible to residents of the development.
2. At least 50% of the common open space required to be set aside must be usable open space, meaning an area that is capable of being used and enjoyed for passive recreation and that:
  - a. Is left in its natural or undisturbed state (as of the date development began), if wooded, except for the cutting of trails for walking or jogging (see below), if not wooded at the time of development is property vegetated and landscaped with the objective of creating a wooded area or other area that is consistent with the objective of providing passive recreational opportunities; or
  - b. Consists of a pond, lake or other natural or human-made body of water.
3. Common open space must be protected in perpetuity by a binding legal instrument that is recorded with the deed. The legal instrument must be one of the following:

- a. A permanent conservation easement in favor of either:
    1. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization must be bona fide and in perpetual existence and the conveyance instruments must contain an appropriate provision for transfer in the event the organization becomes unable to carry out its functions;
    2. A governmental entity (if the entity accepting the easement is not the county, then a third right of enforcement favoring the county must be included in the easement);
  - b. An open space tract protected by a permanent restrictive covenant for conservation purposes in favor of a governmental entity; or
  - c. An equivalent legal tool that provides permanent protection, as approved by the county attorney.
4. The applicant must identify the owner of the open space. The designated owner and the owner's successors are responsible for maintaining the open space and any associated facilities. If a property owners association is the owner, membership in the association is mandatory and automatic for all property owners within the development and their successors.
  5. The applicant must submit a management plan for the open space and all common areas. The management plan must::
    - a. Allocate responsibility and guidelines for the maintenance and operation of the open space and any associated facilities, including provisions for ongoing maintenance and for long-term capital improvements;
    - b. Estimate the costs and staffing requirements needed for maintenance, operation and insurance and outline the means by which necessary funding will be obtained or provided; and
    - c. Describe the means of enforcing the management plan.

**Statements of Consistency and Reasonableness for Proposed Amendment to the Unified Development Ordinance of Union County, North Carolina**

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the text amendments amending sections of the Unified Development Ordinance of Union County, North Carolina related to open space requirements.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE CONSISTENT WITH THE CURRENT PLAN) (TXT-2024-002)**

Pursuant to Section 80.030-G of the Unified Development Ordinance of Union County, North Carolina, the Union County Board of Commissioners (the “Board”) does hereby find and determine that adoption of the proposed text amendments is consistent with the currently adopted Union County Comprehensive Plan (the “Plan”) and that adoption of the proposed text amendments is reasonable and in the public interest because:

1. These open space requirements will ensure there are open space recreation areas in major subdivisions which serve residents of the immediate neighborhood within the subdivision.
2. The Plan calls for increased open space requirements for the preservation of tree cover, open space and similar environmental features in the rural areas of the County, thereby protecting the rural character of such areas and related environmental features. A proposed implementation of this strategy of the Plan is requiring a minimum of 30% open space in major subdivisions to accomplish that goal.
3. Protecting open spaces will help preserve the tree canopy and open spaces in areas meeting such open space requirements.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE  
PROPOSED TEXT AMENDMENTS (THE PROPOSED TEXT AMENDMENTS ARE  
INCONSISTENT WITH THE CURRENT PLAN) (TXT-2024-002)**

Pursuant to Section 80.030-G of the Unified Development Ordinance of Union County, North Carolina, the Union County Board of Commissioners (the “Board”) does hereby find and determine that the proposed text amendments are inconsistent with the Union County Comprehensive Plan (the “Plan”) and that denial of the proposed text amendments is reasonable and in the public interest because:

1. Many areas in the Land Use Map portion of the Plan are designated as Rural Residential and are projected to develop slowly. Such already established development patterns will not significantly threaten the rural character of the area and will remain consistent with the goal of the Plan of protection of the rural character of such areas.
2. Requiring a minimum 30% open space may increase the cost of development of certain land, thereby impacting the already low supply of affordable housing.



# Union County, NC

## Staff Report

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

**File #:** 24-810

**Agenda Date:** 12/2/2024

### **TITLE:**

Public Hearing - Text Amendment to Table 5-2 (R District Lot and Building Regulations - Conventional Development) and 60.070 (Lots and Access) of the Union County Development Ordinance

### **INFORMATION CONTACT:**

Lee Jenson, Planning, Director, 704-283-3564

### **ACTION REQUESTED:**

Conduct a public hearing.

If the Board wishes to take action, consider the following:

### **TO APPROVE THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE CONSISTENT WITH THE CURRENT PLAN)**

#### **Motion**

(i) Adopt the Ordinance Approving Text Amendments to the Unified Development Ordinance of Union County, North Carolina; and (ii) adopt the consistency and reasonableness statement for approval.

### **TO DENY THE TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE INCONSISTENT WITH THE CURRENT PLAN)**

#### **Motion**

(i) Deny the text amendments set forth in TXT-2024-003; and (ii) adopt the consistency and reasonableness statement for denial.

### **PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

These proposed text amendments are intended to increase safety and decrease driveway access points along major corridors in Union County. The amendments would increase lot road frontage requirements along roadways in Union County that have a posted speed limit of 45 MPH or greater. In addition, along those same roadways, lot size requirements would be increased as well, thereby, decreasing overall density for lots taking direct access along higher speed corridors.

The Land Use Board considered this text amendment at their regular meeting in November and unanimously recommended to deny the amendment. The major concern the Land Use Board had was that the amendment could impact the affordability and availability of land and prevent families from conveying lots to children or grandchildren.

**FINANCIAL IMPACT:**

None.



**ORDINANCE APPROVING TEXT AMENDMENTS TO THE UNIFIED  
DEVELOPMENT ORDINANCE 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

WHEREAS, Union County has received an application for revision of certain provisions of the UDO, TXT 2024-003 submitted to the Board, specifically related to lot subdivision regulations and road frontage requirements of the UDO (the “Text Amendments”); and

WHEREAS, the Union County Land Use Board considered and made a recommendation concerning approval of the Text Amendments; and

WHEREAS, the Text Amendments are adopted pursuant to the Board’s authority to regulate the subdivision of land set forth in Article 8 of Chapter 160D of the North Carolina General Statutes, including, without limitation, requirements for the distribution of population and traffic in a manner that will avoid congestion set forth in N.C.G.S. § 160D-804; and

WHEREAS, the Board has determined that approval and adoption of the Text Amendments 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 Text Amendments are hereby approved and the UDO is hereby amended as shown on Exhibit A, which is attached to this ordinance.
2. This ordinance is effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair, Union County Board of Commissioners

## Section 5.030 Lot and Building Regulations

Table 5-2: R District Lot and Building Regulations--Conventional Development (amended 8-6-2018)

Figure 5-1

Regulations	RA-200	R-40 RA-40	R-20 RA-20	R-15	R-10	R-8	R-6	R-4	
<b>Minimum Lot Size</b>									
L1	Area (square feet)	200,000	40,000	20,000	15,000	10,000	8,000	6,000	4,000
	Area per dwelling unit (sq. ft.)								
	Detached House	200,000	40,000	20,000	15,000	10,000	8,000	6,000	4,000
	Two-unit house	NA	30,000	15,000	11,250	7,500	6,000	4,500	3,000
	Townhouse	NA	NA	NA	NA	6,250	5,000	3,750	2,000
	Multi-unit building	NA	NA	NA	NA	6,250	5,000	3,750	2,000
L2	Width (feet) [1]	300	120	100	80	70	60	50	35
<b>Minimum Setbacks (feet)</b>									
S1	Street/front [2]	40	40	40	30	30	30	25	20
S2	Side [3]	15	15	12	10	10	10	8	5
S3	Rear	40	40	40	30	30	30	25	25
S4	Corner Side	20	20	20	15	15	15	12.5	12.5
	<b>Max. Building Height (feet)</b>	35	35	35	35	35	50	50	50
	<b>Max. Coverage for bldgs. &amp; structures</b>	40%	40%	40%	40%	40%	40%	40%	40%

[1] Lot width does not apply to townhouses

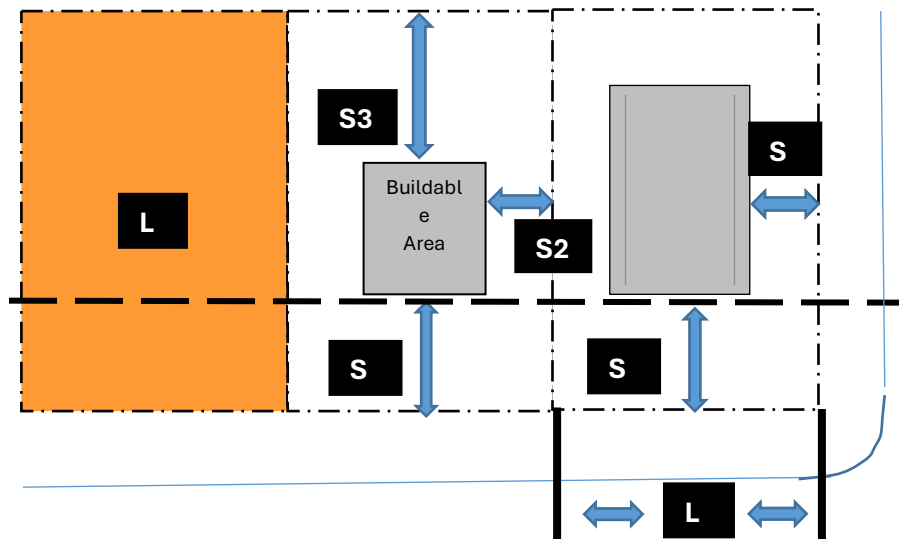
[2] Corner lots – one street side yard shall be ½ of the required street/front setback

[3] For townhouses, side setbacks apply to end units only.

[4] Non-residential uses allowed in residential districts may exceed the 35 ft. height limitation but shall not exceed 50 ft. in overall height.

[5] Lot sizes and width listed in this table apply only to properties which do not have public road frontage or which have frontage on public which have speed limits of less than 40 mph. For lots fronting on roads with a posted speed limit of 40mph or greater, please refer to section 60.070-A (3) for additional requirements.

Figure 5-1: Residential Lot and Building Regulations (Conventional Development) (amended 8-6-2018)



## Section 60.070 Lots and Access

### 60.070-A Lots

1. The size, shape and orientation of lots must comply with applicable zoning district standards and be appropriate for the location, topography and physical features present and for the type of development and use contemplated.
2. Minimum lot dimensions, building setback lines and lot areas must conform to applicable zoning district requirements.
3. In all residential zoning districts except RA-200, for lots with frontage on public roads with a speed limit of 40 mph or greater, the following standards apply:
  - a. For lots with frontage on public roads with a speed limit between 40 mph and 54 mph, the minimum lot size shall be 60,000 square feet, with a minimum of 150 feet of road frontage.
  - b. For lots with frontage on public roads with a speed limit of 55 mph or higher, the minimum lot size shall be 80,000 square feet with a minimum 240 feet of road frontage (unless it meets the criteria of subsection (c) immediately below.
  - c. For lots with frontage on public roads with a speed limit of 55 mph or higher that are less than two miles in length, the minimum lot size shall be 60,000 square feet with a minimum of 150 feet of road frontage.

**Statements of Consistency and Reasonableness for Proposed Amendment to the Unified Development Ordinance of Union County, North Carolina**

The Union County Land Use Board recommended that the Union County Board of Commissioners deny the text amendments submitted by Planning staff to amend sections of the Unified Development Ordinance of Union County, North Carolina related to lot subdivision regulation, including road frontage requirements.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED TEXT AMENDMENTS (THE TEXT AMENDMENTS ARE CONSISTENT WITH THE CURRENT PLAN) (TXT-2024-003)**

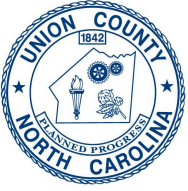
Pursuant to Section 80.030-G of the Unified Development Ordinance of Union County, North Carolina, the Union County Board of Commissioners (the “Board”) does hereby find and determine that adoption of the proposed text amendments is consistent with the currently adopted Union County Comprehensive Plan (the “Plan”) and that adoption of the proposed text amendments is reasonable and in the public interest because:

1. This amendment will help to protect public safety by reducing the number of access points along higher speed road corridors, thereby providing for the distribution of traffic in a manner that will potentially reducing the amount of high-speed vehicle collisions on such road corridors and substantially promote public safety.
2. The Plan calls for preservation of tree cover, open space and similar environmental features in the rural areas of the County, thereby protecting the rural character of such areas and related environmental features. This amendment will have the necessary impact of increasing lot sizes along higher speed road corridors, helping to preserve the rural character of areas of the County.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE  
PROPOSED TEXT AMENDMENTS (THE PROPOSED TEXT AMENDMENTS ARE  
INCONSISTENT WITH THE CURRENT PLAN) (TXT-2024-003)**

Pursuant to Section 80.030-G of the Unified Development Ordinance of Union County, North Carolina, the Union County Board of Commissioners (the “Board”) does hereby find and determine that the proposed text amendments are inconsistent with the Union County Comprehensive Plan (the “Plan”) and that denial of the proposed text amendments is reasonable and in the public interest because:

1. Many areas in the Land Use Map portion of the Plan are designated as Rural Residential and are projected to develop slowly. Such already established development patterns will not significantly threaten the rural character of the area and will remain consistent with the goal of the Plan of protection of the rural character of such areas.
2. Requiring increased lot sizes and road widths may increase the cost of development of certain land, thereby impacting the already low supply of affordable housing.



# Union County, NC

## Staff Report

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

**File #:** 24-789

**Agenda Date:** 12/2/2024

### **TITLE:**

Task Order Amendment - SCADA Master Plan

### **INFORMATION CONTACT:**

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

### **ACTION REQUESTED:**

Accept the scope of services as shown in the attached Amendment 04 to Task Order 2020-02 with HDR Engineering, Inc. of the Carolinas in the amount of \$139,850, and authorize the County Manager to negotiate and execute an agreement substantially consistent with this agenda item.

### **PRIOR BOARD ACTIONS:**

- 1) May 3, 2021, Regular Meeting, Agenda Item # 9 - Approved Task Order 2020-02 with HDR Engineering, Inc. of the Carolinas in the amount of \$396,582.
- 2) June 19, 2023, Regular Meeting, Agenda Item # 23-389 - Approved Amendment 02 to Task Order 2020-02 with HDR Engineering, Inc. of the Carolinas in the amount of \$48,199.

### **BACKGROUND:**

The Capital Improvement Program, as adopted by the Board of County Commissioners, includes funding for the assessment, design, and replacement of System Control and Data Acquisition (SCADA) infrastructure. Master planning for SCADA system replacement, radio communications analysis (telemetry), and human machine interface (HMI) software acquisition activities have been completed as part of the overall SCADA project effort. The master plan identified projects for implementation grouped into three main categories (1) network architecture, (2) telemetry, and (3) replacement of remote terminal units (RTU's) and programmable logic controllers (PLC's). The design and construction of required improvements for the SCADA system computer network (network architecture) has been completed. The design for the telemetry system and RTU and PLC replacements has been completed and the project is presently under construction. Supporting these projects is the implementation and deployment of the new HMI software.

The deployment and implementation of the selected HMI software, VTScada, is largely complete including the development of the object library, graphic interface, and establishing connectivity to the existing Data Flow Systems database. Amendments 01 through 03 to the scope of services with HDR Engineering of the Carolinas have been executed increasing the total contract amount by \$123,006 from \$396,582 to \$519,588 to cover costs related to system training, updates and additions to the object library, and support services for the purchase, installation, and configuration of network equipment required to support VTSCADA at the Crooked Creek WRF.

Amendment 04 to Task Order 2020-02 includes costs for additional services required for the

implementation and deployment of the HMI software for the Crooked Creek WRF; support services related to network security domain migration, VOIP alarm setup and configuration, data routing, and remote access coordination; and resolution of communication protocols at existing facilities. The additional services are required due to the complexities of implementing the VTSCADA HMI software with the existing Data Flow Systems hardware and database configurations.

The scope of services for VTScada deployment identified in the attached Task Order 2020-02 Amendment 04 has been reviewed by UCW Engineering staff and is appropriate for the project. Services are to be provided on a lump sum basis in the amount of \$139,850 and increase the total contract amount from \$519,588 to \$659,438.

**FINANCIAL IMPACT:**

Funding is available within the adopted Capital Improvement Program to support the VTScada deployment professional services contract as described in Task Order 2020-02 amendment 04 in the amount of \$139,850.

## **TASK ORDER AMENDMENT 04**

This Task Order pertains to an Agreement by and between Union County, North Carolina (“OWNER”), and HDR Engineering, Inc. of the Carolinas (“ENGINEER”), dated December 21, 2020, (“the Agreement”), as modified by Task Order 2020-02 dated May 27, 2021, as such Task Order was modified by amendments dated August 4, 2022, July 20, 2023, and February 26, 2024. ENGINEER shall perform services on the project described below as provided herein and in the Agreement and the Task Order. This Task Order Amendment shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order Amendment shall supplement the Agreement and the Task Order as it pertains to the project described below.

**TASK ORDER NUMBER:** 2020-02 Amendment 04

**PROJECT NAME:** VTScada Deployment

The parties agree to amend Task Order 2020-02 as specified below.

**1. Modify Task 8 Crooked Creek Configuration and Update** to also include:

Upon completion of work by others at the facility related to process control improvements, the ENGINEER has evaluated integration with VTScada and has determined that additional work is required to integrate additional data and operator interface for the Influent and RAS process areas. This additional work includes:

- a. Migrate PLC-11 communication from Modbus TCP to CIP.
- b. Integrate 275 additional tags from PLC-11.
- c. Migrate PLC-RAS communication from Modbus TCP to CIP.
- d. Integrate 880 additional tags from PLC-RAS.
- e. Create three new process area graphics and four control pop-ups for Influent Process area.
- f. Create five new process area graphics and five control pop-ups for PLC-RAS.
- g. Update test plan to include additional graphics and PLC tags.
- h. Perform unwitnessed field configuration and testing for additional screens and tag integration.
- i. Configure VOIP alarm setup, configuration and testing for additional alarms in each process area.
- j. Perform witnessed field testing for additional screens and tag integration.

Task 8 Deliverables:

- a. Graphics submittal (pdf)
- b. Test plan (pdf)
- c. Test report (pdf)

**2. Modify PART 2.0 to add Task 9 Network Coordination.**



ENGINEER has been requested by the OWNER to provide network coordination and troubleshooting support for the SCADA network at multiple facilities. This work includes the following:

- a. Assist with investigation of VOIP alarm setup and callout including configuration and testing. The results in coordination with OWNER's Automation Manager will be used to inform setup and configuration for OWNER's Telemetry, Crooked Creek, and 12-Mile projects.
- b. Investigate, troubleshoot, and test communication between VTScada and Modbus Gateways at Crooked Creek.
- c. Participate in OWNER IT and Automation Group collaboration meetings and follow-up support activities for outstanding system wide network coordination including data routing coordination, remote access coordination, VOIP, alarm notification, and network architecture topics at Yadkin WTP, 12-Mile WRF, Crooked Creek WWTP, water distribution sites, and wastewater collections sites.

Task 9 Assumptions:

- a. Collaboration meetings include preparation and participation in 20, two-hour sessions starting July 1, 2024 and ending by December 4, 2024 for one ENGINEER representative.

### 3. Modify **PART 2.0** to add **Task 10 Security Domain Migration**.

#### **Task 10: Security Domain Migration**

ENGINEER will provide support to OWNER's Automation Team and representatives for migration of SCADA system to domain security.

ENGINEER will provide the following support for the security migration associated with Remote Sites, Crooked Creek, and Yadkin WTP:

- a. Verify critical data points are being collected and trended in local operator interface terminals (OITs) where applicable and assist with OIT configuration if necessary.
- b. Configure the test server to run VTScada as a 3<sup>rd</sup> partner server to server as non-domain connected backup.
- c. Configure VTScada security to allow no non-domain logins.
- d. Shutdown VT on DAS servers.
- e. Coordinate with OWNER for migration of servers to Union County domain by others.
- f. Restart VTScada on DAS servers.
- g. Reconfigure and test domain login for VTScada applications.
- h. Check for and address gaps in VTScada historical data.

Task 8 Deliverables:

- a. Test Plan (pdf).

Task 8 Assumptions:

- a. OWNER's Automation team will configure and test domain controller using active directory service.
- 4. Modify **PART 4.0** to extend period of service. Period of service to be extended to end by February 28, 2025 pending completion of OWNER activities.
- 5. Modify **PART 5.0** to increase total project costs to \$659,438 and replace table with the following.

Compensation by OWNER to ENGINEER will be on a lump sum basis.

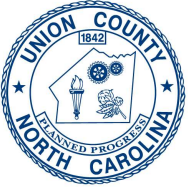
<b>Task</b>	<b>Project Costs</b>
Task 1 Project Management and Meetings	\$56,764
Task 2 Develop Object Library	\$152,871
Task 3 DFS Data Connection and Database Configuration	\$51,145
Task 4 Develop and Deploy Collections, Distribution, and Wastewater Screens	\$154,885
Task 5 Training	\$21,825
Task 6 Object Updates	\$37,077
Task 7 Procurement Support	\$2,400
Task 8 Crooked Creek Configuration and Deployment	<b>\$128,101</b>
Task 9 Network Coordination	<b>\$28,628</b>
Task 10 Security Domain Migration	<b>\$25,742</b>
<b>Total</b>	<b>\$659,438</b>

This Task Order is executed this \_\_\_\_\_.

<u>Union County, NC</u> "OWNER"	<u>HDR Engineering, Inc. of the Carolinas</u> "ENGINEER"
BY: _____	BY: _____
NAME: <u>Brian W. Matthews</u>	NAME: <u>Jonathan Henderson</u>
TITLE: <u>County Manager</u>	TITLE: <u>Senior Vice President</u>
ADDRESS: <u>500 N. Main Street</u> <u>Monroe, NC</u> <u>28112</u>	ADDRESS: <u>440 South Church Street</u> <u>Charlotte, NC 28202</u>

Approved as to Legal Form: BTI

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



# Union County, NC

## Staff Report

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

**File #:** 24-791

**Agenda Date:** 12/2/2024

---

### **TITLE:**

Contract - Program Management Services for Customer Information System Replacement

### **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:**

Union County Water's (UCW) existing Customer Information System (CIS), Harris NorthStar (NorthStar), is obsolete and not capable of meeting UCW's current or future needs. UCW is implementing a complete replacement with new CIS software that will be used by all UCW departments in the day-to-day management of the utility.

The CIS is a software application that acts as a central hub to manage all customer-related data, including billing, account details, usage information, payments, and service orders. The current CIS, NorthStar, has been utilized for approximately twenty years and is obsolete, lacking modern features of current technology required to better meet UCW's current or future needs. The obsolete condition of NorthStar has led to insufficient technical support, integration limitations with other systems utilized by UCW for day-to-day operations, and the need for additional software to generate essential reports for managing billing and customer accounts. In addition to being obsolete, UCW has experienced significant reliability issues with NorthStar, including frequent software crashing, slow performance, failure for work orders to transfer to UCW's asset management software, and frequent restarting of the server due to overall system failures.

Due to the unique nature and importance of this project, UCW developed a project charter for the implementation of a new CIS that identified the need for a Program Manager to serve as the subject matter expert to guide and assist UCW staff with the project.

The Procurement Department partnered with UCW to issue Request for Proposals 2024-077 Program Management Services for the Customer Information System Replacement Project. On June 04, 2024, ten proposals were received and reviewed by an evaluation team in accordance with

applicable evaluation criteria for this project. The top ranked five firms/vendors were invited to shortlist interview/presentations. The team selected Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) as the preferred offerer to provide Program Management services for Customer Information System Replacement Project.

The scope of services for initial planning and software needs assessment for the CIS replacement is outlined in the attached contract with BerryDunn. The scope of services provided has been reviewed by UCW staff and is appropriate for the project. Services are to be provided on a fixed fee basis of \$177,995.00 which includes an allowance of \$17,500 for travel expenses.

**FINANCIAL IMPACT:**

Funding is available within the adopted FY2025 UCW operating budget to support the contract in the amount of \$177,995.00.

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 BERRY, DUNN, McNEIL & PARKER, LLC, a Maine limited liability company authorized to do business in North Carolina, whose address is 2211 Congress Street, Portland, ME 04102, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain program management services for an information system replacement project; 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," 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 an amount not to exceed \$177,995.00, for performance of the Services in accordance with "Exhibit B: Fee Schedule" attached hereto and incorporated herein. 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 the date of mutual execution of this Agreement. This Agreement shall have a term of three (3) years (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. 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

BERRY, DUNN, McNEIL & PARKER, LLC

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



BerryDunn

Union County UB/CIS Selection and Implementation Project

Exhibit A: Scope of Services

Task 0: Project Planning and Ongoing Management

0.1 Conduct initial project planning. We will conduct an initial project planning session with UCW’s project management team (PMT) to discuss a variety of topics. Planning will include introducing key team members, clarifying goals and objectives, identifying known project constraints, and refining dates and/or tasks. We will also discuss our approach to managing communications, scope, risks, and resources, thereby preparing for common pitfalls and reaching agreement on how to address and help prevent issues, and a Quality Management Program (CQM), which includes policies, training, and support to our project teams to help provide the highest-quality client services. We will discuss goals, objectives, and success criteria for the project. We envision that this work session will involve the group of County leaders who oversee this initiative and can commit leads and subject matter experts (SMEs) from their respective departments. In our experience, convening this group as a first step in the project begins to establish the governance structure for success throughout the initiative. These discussions will inform the development of the draft Project Management Plan and the Project Schedule as well as any updates to the Project Charter previously developed internally by the County.

0.2 Develop a Project Management Plan and Project Schedule. Based on the information gathered from initial project planning, we will develop the Project Management Plan and Project Schedule, which will define the overall organizational structure of the project, the PMT’s responsibilities and reporting relationships, project approach, and work breakdown structure for management of cost, schedule, and resources, and plans and procedures for key data elements. After providing draft versions of these materials in advance, we will then facilitate a teleconference to review the drafts. This teleconference will serve as an opportunity to solicit feedback before updating the Project Management Plan and Project Schedule to final.

0.3 Develop a Project Schedule Based upon the time frames discussed for each task in the initial project planning meeting, we will develop a Project Schedule. Once complete, we will facilitate a work session with the County PMT to refine the details as necessary and update the Project Schedule to final.

▲ D1. Project Planning, Project Management Plan, and Project Schedule

0.5 Develop Ongoing Status Updates and Communications. On an ongoing basis, we will develop and provide the County weekly status summaries, facilitate biweekly status calls, and develop up to 12 accompanying monthly status updates throughout the course of the engagement. The purpose of these Ongoing Status Updates is to provide the County with clarity and awareness as to the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. These updates will also include key considerations related to organizational change management (OCM). We will also develop and deliver monthly Steering Committee presentations.

▲ D2. Ongoing Status Updates and Communications

Task 1: Requirements Capture

1.1 Develop Project Initiation Documents and review with the UCW’s PMT. We will develop draft versions of documents that will lay the groundwork for our fact-finding and current state assessment activities. The County can expect these materials to include:

## Task 1: Requirements Capture

- *An Information/Data Request*, which will help us gain an understanding of current UCW processes, data analysis and management structure and any business processes currently in place that are relevant to Customer Information System (CIS) functionality and use.
- *A SWOT Web Survey*, which will support our understanding of issues and challenges with the current CIS. We anticipate that this survey will be issued to the department leads and any identified staff. It will include an OCM initial assessment and provide the first snapshot of the UCW's current state, announcement memo, and functional area listing.

The web survey results will act as one of many data points in developing our evaluation of the current business processes and technologies. We will also provide the UCW with an information request sheet to gather available documentation that will be helpful to us during the project (e.g., organizational charts, documentation on existing systems, and requirements). These initiation documents will also include an announcement memo and functional area listing. Once complete, we will review the SWOT web survey, announcement memo, and functional area listing with the PMT in a work session to solicit feedback before updating to them to final.

**1.2 Administer SWOT web survey and information request and review results.** Our team will use the takeaways and data from the document review and web survey to build the outline of an on-site kickoff meeting, where we will present the project structure, goals, and schedule to PMT and key stakeholders. We will also use the results to develop fact-finding interview questions to follow up with the respondents. The PMT will have the opportunity to review and approve the interview questions prior to the kickoff.

**1.3 Facilitate stakeholder kickoff presentation.** We will conduct a project kickoff meeting with UCW's PMT and project stakeholders. This kickoff presentation will serve as an opportunity to introduce project team members, discuss your goals, present our project approach and methodology, review the schedule of key project dates, and answer questions.

As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

**1.4 Facilitate on-site discovery, fact-finding, and business process analysis work sessions.** We will facilitate a series of on-site discovery work sessions focused on current state business processes of the operation. Our fact-finding and business process analysis work sessions will focus on business process needs such as outputs, frequency, and opportunities for improvement (OFIs). We will meet with key staff and gather a thorough understanding of the current technologies and tools in use today that enable business processes.

We envision the audience of these meetings being a broad mix of stakeholders including those that own processes, those that participate in processes, as well as end users. In some cases, we may meet with select customer groups as appropriate. We will also meet with representatives from UCW's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs. When necessary, the BerryDunn team will accommodate unanticipated scheduling challenges of UCW personnel to make the best use of time and provide all stakeholders the opportunity to contribute their thoughts and ideas.

BerryDunn will travel to UCW (Monroe, NC) and conduct at least two days of onsite interviews with staff involved with daily use of the existing system. Staff will be determined by the Program Manager and UCW in coordination to identify the highest and best users of the existing system.

**1.5 Conduct fact-finding follow-up activities.** Our project team will conduct fact-finding follow-up activities, as needed, following our meetings. This will help ensure opportunities for all staff to provide input and to answer all questions.

**1.6 Prepare for and facilitate vendor information sessions.** We will develop a vendor information session announcement memo and determine an appropriate distribution list. Those on the distribution list will be provided a questionnaire to share basic information about software capabilities. We will also administer vendor invitations

## Task 1: Requirements Capture

and schedule sessions for vendors to present to and educate UCW staff and stakeholders on the capabilities of the modern marketplace.

We will provide an opportunity for up to eight CIS vendors to provide information on the capabilities of the systems on the marketplace. We will provide these vendors with a format to follow for ease of comparison. By holding these sessions, UCW will be better informed when finalizing requirements for the future CIS solution. At the conclusion of these sessions, we will conduct a debrief survey to solicit feedback from participants of desired functionality to be included in a future system.

**1.7 Develop Preliminary Functional and Technical Requirements.** BerryDunn has developed a database of technical and functional requirements based on our experience with other governmental agencies, as well as our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements based on those processes that are critical or unique to UCW's future CIS. These requirements will support supplemental functionality requirements with key reporting, interfaces, and conversion specifications. In our recent experience, those areas have significantly differentiated vendors' solutions and require a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients. Part of this analysis will be assisting with determining possible software vendors that fit UCW's criteria, including understanding UCW's request for proposal (RFP) process and how to register for RFP notifications. This will help ensure that the vendor proposals received align with the specific system needs of UCW and are reflective of our collective understanding of the capabilities of today's systems market and its capabilities.

**1.8. Develop a Requirements Summary Memo.** Drawing on information gathered through our review of documentation, web survey results, and fact-finding and business process analysis sessions, we will prepare a Requirements Summary Memo. This memo will include but not be limited to:

- Strategic evaluation of change management, staffing, and resource allocation requirements for new system
- Evaluation and suggested adjustment to existing business processes affected by new system
- Identification of best-practice models for new and future business processes
- Key decision points
- Considerations related to implementing a new system and process changes
- Recommended data conversion and migration strategies

We will provide a draft of the Requirements Summary Memo to UCW's PMT for review and facilitate work sessions via teleconference to discuss the memo, gain feedback, and build consensus related to the presented decision points and recommended improvements. We believe that it is important to obtain UCW's validation and approval of these findings, as this information will serve as the basis for future requirements. We will then revise the memo and update it to final.

### ▲ D3. Preliminary Functional and Technical Requirements and Requirements Summary Memo

**1.9 Facilitate joint requirements planning (JRP) work sessions with internal stakeholders.** We will facilitate a series of JRP work sessions with internal project stakeholders to review the Preliminary Functional and Technical Requirements. We will reconvene many of the same stakeholders who were involved with fact-finding and business process analysis activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item as well as assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

## Task 1: Requirements Capture

### ▲ D4. Final Requirements

## Task 2: RFP Development and System Selection Assistance

**2.1 Develop Draft Software RFP Package.** We will develop a draft Software RFP Scope Package in collaboration with Union County Procurement using a proven format that incorporates information pertaining to the project's history, a high-level description of UCW's current environment, UCW's desired approach to implementing a new system, UCW's Final Functional and Technical Requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with UCW in collaboration with Union County Procurement to develop objective evaluation criteria and weighting to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed, based upon established evaluation criteria.

**2.2 Facilitate work session with UCW to review the draft Software RFP Package.** We will meet with UCW's PMT to review the draft RFP Scope, collecting any feedback or additional terms for inclusion, before updating the RFP to final and providing it to the County's procurement team for distribution through its standard channels.

### ▲ D5. Software RFP Package

**2.3 Assist Union County Procurement with responding to vendor questions and developing addenda.** Our project team will assist UCW's PMT in collaboration with Union County Procurement in responding to vendor questions in an objective and timely manner, in accordance with the County's procurement guidelines, and develop corresponding addenda.

**2.4 Assist Union County Procurement with facilitating a vendor pre-proposal conference.** Our project team will assist Union County Procurement to coordinate, plan, and lead a pre-proposal conference for interested vendors, facilitating the question-and-answer portion of the meeting. We will then compile a list of questions raised and will prepare suggested responses on UCW's behalf. These will be provided in a format that the PMT can review, revise, and ultimately publish as an addendum to the RFP, as determined by the County's procurement team.

**2.5 Perform an initial completion review of vendor proposals received in collaboration with the Union County evaluation team, identify initial items for clarification, and develop a Proposal Summary Memo.** We will facilitate the proposal review process in collaboration with the Union County evaluation team by analyzing up to 12 vendor proposals to identify issues, risks, exceptions, omissions, and objections, compiling them in a single, executive-level Proposal Summary Memo. The memo will identify key areas for consideration by the evaluation team related to each vendor's ability to meet minimum requirements, and alignment with the established evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

**2.6 Facilitate round one scoring meetings to identify short-listed vendors and items needing clarification.** We will participate in a meeting with the evaluation team to review the proposal summaries, discuss each proposal received, assist UC Procurement in the scoring process as a non-voting member. UC Procurement will invite top scored vendors for demonstrations. We will clarify any open items with these short-list vendors in coordination with UC Procurement before issuing invitations for demonstrations.

### ▲ D6. Proposal Summary Memo and Short-List Identification

**2.7 Assist UCW's PMT in planning for demonstrations.** We will facilitate a demonstration planning work session with UCW's PMT. We will then develop demonstration scenarios and review with UCW's PMT in advance of demonstrations.

## Task 2: RFP Development and System Selection Assistance

**2.8 Assist Union County Procurement to Facilitate vendor demonstrations.** We will attend demonstrations and assist Union County Procurement and UCW's PMT with facilitation for a period of up to five days. Our project team's extensive background in the demonstration process will provide UCW's PMT with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

**2.9 Facilitate a round two scoring meeting to identify preferred vendors.** We will assist Union County Procurement to facilitate the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors for which UCW's PMT should perform its reference checks.

**2.10 Assist in planning for reference checks and site visits.** We will assist the UCW's PMT with identifying tasks that should be accomplished prior to meeting at each site. We will coordinate with the Union County Procurement and UCW's PMT to discuss the suggested format and structure for these reference checks.

**2.11 Facilitate a final scoring meeting.** We will participate in the final round of vendor scoring as non-voting member via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

### ▲ D7. Demonstration Facilitation and Preferred Vendor Identification

**2.13 Support UCW in the contract negotiations and approval process with its preferred vendor.** At the conclusion of final scoring activities, we anticipate supporting UCW with the contract negotiations and approval process when and where it will benefit UCW most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure UCW's best interests are met, and project goals and objectives are achieved.

Working collaboratively with UCW's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract, using UCW's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with UCW's project team to help ensure that requirements are clearly defined and to establish that UCW agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to UCW leadership as it relates to receiving approval and contract execution
- Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of UCW, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 50 hours, billed as incurred.

### ▲ D8. Contract Negotiations and Approval Assistance

**Task 3: Implementation Assistance**

BerryDunn may provide implementation program management assistance. This level of assistance will be mutually determined when such factors impacting the necessary assistance level are further defined.

## Exhibit B: Fee Schedule

Table 1 presents the fixed-fee services costs associated with Tasks 0 – 2 of our proposed work plan. These fees are based on the assumption that satisfying a deliverable is based on the County’s signed acceptance. That said, the County will not incur any additional costs associated with the process of reaching deliverable acceptance. We have also included our planned hours associated with each task.

*Table 1: Fee by Project Task*

Phase	Planned Hours	Cost
Task 0: Project Planning and Ongoing Management	118	\$27,970
Task 1: Requirements Capture	328	\$75,455
Task 2: RFP Development and System Selection Assistance	250	\$57,070
<b>Total Fixed-Fee Cost</b>		<b>\$160,495</b>
	<i>Travel Expense Estimate*</i>	\$17,500

*\*Travel expense will only be billed as incurred.*

In Table 2 below we have presented the hours by team member we anticipate for Tasks 0 – 2 based on the proposed hourly rates.

*Table 2: Hours by Team Member*

Team Member	Proposed Max Rate	Updated Rate	Task 0 Hours	Task 1 Hours	Task 2 Hours	Total Hours
Seth Hedstrom, Project Principal	\$395	\$375	15	16	20	51
Cary Pankovich, Project Manager	\$260	\$250	39	70	47	156
Shannon Schulman, Lead Business Analyst	\$190	\$180	49	116	107	272
Karen Whichard, Business Analyst	\$260	\$250	3	34	0	37
Cheree Ladner, Business Analyst	\$260	\$250	1	53	8	62
Candace Pierce, Technical Analyst	\$290	\$275	1	19	4	24
Kate Offerdahl-Joyce, Procurement Lead	\$260	\$250	10	10	58	78
Project Coordination/Editorial	\$160	\$160	0	10	0	16

## EXHIBIT C

### 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.

- 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. **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.

- E. **NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**

\$1,000,000	Claims Made
\$3,000,000	Aggregate Limit

Contractor 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.



**II. ADDITIONAL INSURANCE REQUIREMENTS.**

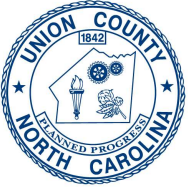
- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**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-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: Water - Engineering  
Contract #: 9286
- 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, NC

## Staff Report

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

**File #:** 24-807

**Agenda Date:** 12/2/2024

### **TITLE:**

Contract Renewal - Work Order Software

### **INFORMATION CONTACT:**

Aubrey Lofton, Union County Water - Planning & Resource Management, Director, 704-296-4241

### **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) June 20, 2016, Regular Meeting, Agenda Item # 4 - Approved purchase and implementation of software with five-year term
- 2) March 21, 2022, Regular Meeting, Agenda Item # 22-149 - Approved three-year renewal of software

### **BACKGROUND:**

This software is used to manage work order and maintenance activities, with both desktop and mobile versions. It allows staff to plan, dispatch, and complete work orders while capturing information about the assets involved as well as the equipment, labor, and parts utilized during the course of the work. Lucity/EAM also integrates with the Customer Information System, NorthStar, to allow staff to push customer service requests for execution by Operations staff.

The Union County Water Department has utilized the contractual services of Lucity/Tritech for work order software since June 2016. The company 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 opportunities during the early part of the third year of the agreement.

### **FINANCIAL IMPACT:**

The anticipated first year cost for this service is \$34,779.72. Since the contract contains an initial term of three years with an option for two one-year renewals, with an annual five percent increase in cost, a total of \$192,179.91 is estimated to be spent. Funding is available in the adopted FY2025 budget with future expenditures subject to annual budget appropriation.

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 “Client,” and TRITECH SOFTWARE SYSTEMS, INC., a California corporation, hereinafter referred to as “Contractor,” shall modify as indicated that agreement between the parties dated June 21, 2016, as modified by Amendments dated December 22, 2017, October 24, 2018, October 24, 2018, November 7, 2018, March 3, 2020, March 31, 2021, March 31, 2021, May 16, 2022, April 17, 2023, and March 15, 2024, hereinafter referred to as the “Agreement.”

W I T N E S S E T H:

WHEREAS, Client originally entered into an agreement with Lucity, Inc. pursuant to which Lucity, Inc. agreed to license to Client certain software programs used for work and maintenance management; and

WHEREAS, Contractor subsequently agreed to assume the duties, and be bound by, the terms and conditions of the Agreement; and

WHEREAS, Client now desires to renew its access to the Constant Connection Program pursuant to the terms of the Agreement, as amended; and

WHEREAS, Contractor is willing to provide Client such access during the renewal period.

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 renew the Agreement for an additional three (3)-year term beginning December 1, 2024, and ending November 30, 2027 (the “Renewal Term”). Client has the option, in its sole discretion, to extend this Agreement for up to two (2) additional one (1)-year terms by providing written notice to Contractor prior to the end of the then-current term.

2. The total cost of the Agreement for the term running through November 30, 2027, shall be increased as shown on “Attachment 1 - Renewal Pricing,” which is attached hereto and incorporated herein by reference. Pricing for this and subsequent Renewal Terms shall be consistent with the pricing listed on “Attachment 1 – Renewal Pricing.”

3. This Amendment shall be effective as of December 1, 2024.

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 caused this Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

By: \_\_\_\_\_ (SEAL)  
Brian W. Matthews, County Manager

TRITECH SOFTWARE SYSTEMS, INC.

By: \_\_\_\_\_ (SEAL)

Approved as to Legal Form RLM

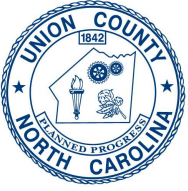
This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deputy Finance Officer

**Attachment 1 - Renewal Pricing**

***Tritech Software Systems, Inc.***

<b>Product Name</b>	<b>12/1/24 - 11/30/25</b>	<b>12/1/25 - 11/30/26</b>	<b>12/1/26 - 11/30/27</b>	<b>12/1/27 - 11/30/28</b>	<b>12/1/28 - 11/30/29</b>
EAM- API Annual Maintenace Fee	\$1,188.65	\$1,248.08	\$1,310.49	\$1,376.01	\$1,444.81
Asset Management - Assets Annual Maintenance Fee	\$1,426.38	\$1,497.70	\$1,572.58	\$1,651.21	\$1,733.77
Asset Management - GIS Desktop Annual Maintenance Fee	\$475.46	\$499.23	\$524.19	\$550.40	\$577.92
Asset Management - Work Annual Maintenance Fee	\$5,705.56	\$5,990.84	\$6,290.38	\$6,604.90	\$6,935.14
Asset Management - GIS Web Annual Maintenance Fee	\$3,565.98	\$3,744.28	\$3,931.49	\$4,128.07	\$4,334.47
Asset Management - Mobile Annual Maintenance Fee	\$5,348.96	\$5,616.41	\$5,897.23	\$6,192.09	\$6,501.69
Asset Management - Mobile Annual Maintenance Fee	\$5,218.50	\$5,479.43	\$5,753.40	\$6,041.07	\$6,343.12
Asset Management - GIS Desktop Annual Maintenance Fee	\$475.46	\$499.23	\$524.19	\$550.40	\$577.92
Asset Management - Mobile Annual Maintenance Fee	\$2,433.91	\$2,555.61	\$2,683.39	\$2,817.56	\$2,958.43
Asset Management - Work Annual Maintenance Fee	\$1,390.80	\$1,460.34	\$1,533.36	\$1,610.02	\$1,690.53
Asset Management - Assets Annual Maintenance Fee	\$927.20	\$973.56	\$1,022.24	\$1,073.35	\$1,127.02
Asset Management - Assets Annual Maintenance Fee	\$2,207.62	\$2,318.00	\$2,433.90	\$2,555.60	\$2,683.38
Asset Management - Mobile Annual Maintenance Fee	\$2,207.62	\$2,318.00	\$2,433.90	\$2,555.60	\$2,683.38
Asset Management - Work Annual Maintenance Fee	\$2,207.62	\$2,318.00	\$2,433.90	\$2,555.60	\$2,683.38
<b>Total</b>	<b>\$34,779.72</b>	<b>\$36,518.71</b>	<b>\$38,344.64</b>	<b>\$40,261.87</b>	<b>\$42,274.97</b>



# Union County, NC

## Staff Report

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

**File #:** 24-812

**Agenda Date:** 12/2/2024

**TITLE:**

Purchase - Tasers

**INFORMATION CONTACT:**

Dorothy Thomas, Public Safety Finance Administrator, Union County Sheriff's Office, 704-283-3578

**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 Sheriff's Office is requesting to add a total of fifteen (15) tasers for new positions over a period of 2 years.

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 15 tasers will be made using a Group Purchasing Program, League of Oregon Cities (NPP), Contract No. PS20270 as quoted by Axon Enterprise, Inc. Procurement and Contract Management has vetted this contract and purchase amount.

**FINANCIAL IMPACT:**

The anticipated cost for the tasers is \$35,802.00 per year with year-1 budgeted accordingly for FY2025 and year-2 pending annual budget approval. The 2-year total is \$71,604.00.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-608309-45611.822JB

Issued: 11/15/2024

Quote Expiration: 12/15/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 105296

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Union County Sheriff's Office - NC 3344 Presson Rd Monroe, NC 28112-9140 USA	Union County Sheriff's Office - NC 3344 Presson Rd Monroe NC 28112-9140 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julian Brown Phone: +1 4047715005 Email: jbrown@axon.com Fax: (480) 999-6155	Brian Wicker Phone: (704) 288-7538 Email: brianwicker@unioncountync.gov Fax:

**Quote Summary**

Program Length	24 Months
<b>TOTAL COST</b>	<b>\$71,604.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$76,376.82</b>

**Discount Summary**

Average Savings Per Year	(\$1,310.40)
<b>TOTAL SAVINGS</b>	<b>(\$2,620.80)</b>



**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Feb 2025	\$35,802.00	\$2,386.45	\$38,188.45
Feb 2026	\$35,802.00	\$2,386.37	\$38,188.37
<b>Total</b>	<b>\$71,604.00</b>	<b>\$4,772.82</b>	<b>\$76,376.82</b>

Quote Unbundled Price:	\$68,983.20
Quote List Price:	\$34,884.00
Quote Subtotal:	\$71,604.00

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	15	12		\$51.00	\$255.00	\$45,900.00	\$3,098.25	\$48,998.25
C00008	BUNDLE - TASER 7 CERTIFICATION	15	24	\$166.12	\$71.40	\$71.40	\$25,704.00	\$1,674.57	\$27,378.57
<b>Total</b>							<b>\$71,604.00</b>	<b>\$4,772.82</b>	<b>\$76,376.82</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	15	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	18	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CARD CARRIER	15	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	45	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	45	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	30	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	30	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	15	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	15	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	02/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	02/01/2026

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	30	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	30	1	02/01/2027

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	15	03/01/2025	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2025	02/28/2027

### Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	15

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	18	02/01/2026	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	15	02/01/2026	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2026	02/28/2027

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3344 Presson Rd	Monroe	NC	28112-9140	USA

## Payment Details

### Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	15	\$22,950.01	\$1,549.12	\$24,499.13
Year 1	C00008	BUNDLE - TASER 7 CERTIFICATION	15	\$12,851.99	\$837.33	\$13,689.32
<b>Total</b>				<b>\$35,802.00</b>	<b>\$2,386.45</b>	<b>\$38,188.45</b>

### Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	15	\$22,950.01	\$1,549.13	\$24,499.14
Year 2	C00008	BUNDLE - TASER 7 CERTIFICATION	15	\$12,851.99	\$837.24	\$13,689.23
<b>Total</b>				<b>\$35,802.00</b>	<b>\$2,386.37</b>	<b>\$38,188.37</b>

***Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.***

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract League of Oregon Cities (fka NPP) Contract No. PS20270 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

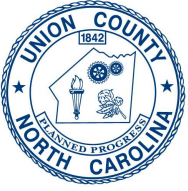
Signature

---

Date Signed

11/15/2024





# Union County, NC

## Staff Report

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

**File #:** 24-822

**Agenda Date:** 12/2/2024

### **TITLE:**

Change Order - Union County Jail Generator Replacement Project

### **INFORMATION CONTACT:**

Christopher J. Boyd, Facilities & Fleet Management, Director, 704-283-3868

### **ACTION REQUESTED:**

1) Authorize the County Manager to negotiate and execute an agreement substantially consistent with this agenda item, exercise any renewal or extension term options set forth in the agreement, and terminate the agreement if deemed in the best interest of the County, each in the County Manager's discretion, and 2) adopt Capital Project Ordinances # 259B and # 367A.

### **PRIOR BOARD ACTIONS:**

February 6, 2023, Regular Meeting, Agenda Item # 23-043 - Accepted the low bidder, authorized award of the contract to Locke-Lane Construction Inc. and adopted resolution providing notice of the Union County Jail Generator Replacement project.

### **BACKGROUND:**

The Union County Jail is currently served by a 160 kVA generator that is at the end of its service life. The project will replace the generator with a 600kVA generator currently owned by the County but not in service. The increased capacity of the replacement generator will allow more effective generator coverage for the Jail.

During the submittal process, an engineered electrical coordination study was completed and found compatibility issues related to the older switchgear in the existing Jail. The engineer and contractor determined that significant upgrades would be required that were not anticipated nor shown in the scope of work. This change order is for equipment and labor needed to properly upgrade the electrical service equipment.

Facilities Management has utilized the contractual services of Locke-Lane Construction Inc. for construction services on the Union County Jail Generator Replacement Project since February 2023. This request is to approve the contract amendment to upgrade existing electrical service equipment as required to ensure a safe and effective system is in place.

This request also includes the adoption of CPO #259B and CPO #367A to provide sufficient funds in the Jail Generator Replacement capital account, 40080113, to cover these additional costs and allow additional budget for future change orders if needed. Any unused budget can be transferred for use on other projects at the completion of the project. We are requesting the transfer of funds totaling \$75,000.00 from the UCSO R&R capital account, 40080135, into the Jail Generator Replacement capital account, 40080113.

The contractor has submitted Change Order # 5074-02 in the amount of \$99,512.00 to cover these unexpected costs. The original contract price was \$249,199.00 and with this change order will increase to \$348,711.00.

**FINANCIAL IMPACT:**

The cost of this change order is \$99,512.00. Upon approval of CPO #259B and CPO #367A there will be sufficient funds in the Jail Generator Replacement capital account, 40080113, to cover this expense.





**Change Order**

**PROJECT:** *(Name and address)*  
Union County Jail Generator  
Replacement Project  
Union County Sherriff's Office  
3344 Presson Road  
Monroe, NC 28112

**CONTRACT INFORMATION:**  
Contract For: Union County

**CHANGE ORDER INFORMATION:**  
Change Order Number: 5074-02

Date: May 18th , 2023

Date: October 25th , 2024

**OWNER:** *(Name and address)*  
Union County  
500 N. Main Street  
Monroe, North Carolina

**ARCHITECT:** *(Name and address)*  
AME Consulting Engineers  
413 Dalton Ave. Suite A  
Charlotte, NC 28206  
704.295.4263

**CONTRACTOR:** *(Name and address)*  
Andrew Sherrill, President  
Locke-Lane Construction Inc.  
5063 Taylorsville Highway  
Stony Point, NC 28678

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

SEE ATTACHED DOCUMENT

The original Contract Sum was	\$ 249,199.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 249,199.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 99,512.00
The new Contract Sum including this Change Order will be	\$ 348,711.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

AME CONSULTANT ENGINEERS

Locke-Lane Construction

**ARCHITECT** *(Firm name)*

**CONTRACTOR** *(Firm name)*

**OWNER** *(Firm name)*

\_\_\_\_\_

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

SEAN BRAUNBECK, DIRECTOR OF  
PROJECT MANAGEMENT

Andrew Sherrill, President

Brian W. Matthews, County Manager

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

10/28/2024

10/25/2024

\_\_\_\_\_

**DATE**

**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 CAM



Effective Construction Solutions

Date: October 25, 2024

REV 4

To: James Mangum Jr. "Buck"  
Project Manager  
Union County

Subject: **Union County Jail Generator Replacement Additional Scope of Work**

Buck,

Locke-Lane Construction is a Certified Service-Disabled Veteran-Owned Small Business (SDVOSB), Disadvantaged Business Enterprise (DBE) and recipient of the Duke Energy Diverse Supplier of the Year Award (2017). We are pleased to provide a proposal for the additional scope of work outlined below for the Union County Generator Replacement Project:

**Scope and Price** **\$99,512.00**

- Produce 5 complete Project Books – **Materials: \$220.00 Labor: \$350.00**
- All equipment and appurtenances outlined in ABB Proposal attached – **Material: \$62,510**
- All Labor needed for additional SOW – **Labor: \$36,432**
- Remove and replace all additional equipment required – **(Material & Labor included above)**

**Electrical Crew-Rate (Daily)**

Master Electrician	8	hr	\$	130.00	\$	1,040.00
3-man crew	8	hr	\$	270.00	\$	2,160.00
Master Electrician OT	2	hr	\$	195.00	\$	390.00
3-man crew OT	2	hr	\$	405.00	\$	810.00
Equipment	10	hr	\$	87.00	\$	870.00
disposal, delivery, misc.	1	day	\$	250.00	\$	250.00
OH&P	10%	day	\$	5,520.00	\$	552.00
					\$	<u>6,072.00</u>

Respectfully,

*Brad Warren*

Brad Warren  
Locke-Lane Construction, Inc.



# Bill of Materials

UJC-00027629

MCC for Union County Law Enforcement Center

Date: 8/28/2024

Item #	Qty	Description
1	1	<b>MCC 8000 Fastrac, MA1F1OB1H003A</b>
		<b>F-1</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type 3 hp; 2.24 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 10 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b>
		Height=12 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch
		SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
2	1	<b>MCC 8000 Fastrac, MA1F1OB1H003A</b>
		<b>F-7</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type 3 hp; 2.24 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 10 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b>
		Height=12 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch
		SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA

Item #	Qty	Description
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
<b>3</b>	<b>1</b>	<b>MCC 8000 Fastrac, MA1F1OB1H003A</b>
		<b>F-10</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type
		3 hp; 2.24 kW, Nema Size 1, Magnetic Starter
		480 V ac, 60 Hz
		Fused Switch, 10 A, 3 Pole, QMW 30
		25 kA Interrupt Rating
		UL 845 Certified, NEMA ICS 18 Certified
		NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b>
		Height=12 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch
		SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
<b>4</b>	<b>1</b>	<b>MCC 8000 Fastrac, MA1F1OB1H003A</b>
		<b>F-4</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type
		3 hp; 2.24 kW, Nema Size 1, Magnetic Starter
		480 V ac, 60 Hz
		Fused Switch, 10 A, 3 Pole, QMW 30
		25 kA Interrupt Rating
		UL 845 Certified, NEMA ICS 18 Certified
		NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b>
		Height=12 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch
		SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts

Item #	Qty	Description
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
<b>5</b>	<b>1</b>	<b>MCC 8000 Fastrac, MA1F1OB1H.75A</b>
		<b>F-3</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type 0.75 hp; 0.56 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 10 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b> Height=12 in; Width=15 in
		<b>List of Materials</b> Fused Switch SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
<b>6</b>	<b>1</b>	<b>MCC 8000 Fastrac, MA1F1OB1H.75A</b>
		<b>F-6</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type 0.75 hp; 0.56 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 10 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b> Height=12 in; Width=15 in
		<b>List of Materials</b> Fused Switch SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices

Item #	Qty	Description
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
<b>7</b>	<b>1</b>	<b>MCC 8000 Fastrac, MA1F1OB1H.75A</b>
		<b>F-9</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type 0.75 hp; 0.56 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 10 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b> Height=12 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	1	Lights : Run (Red), Standard, LED Transformer
<b>8</b>	<b>1</b>	<b>MCC 8000 Fastrac, MA1F1OB1H.75A</b>
		<b>F-12</b>
	1	8000 Starter
	1	Full Voltage Non-Reversing, 300 Contactor Type 0.75 hp; 0.56 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 10 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b> Height=12 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated

Item #	Qty	Description
	1	Lights : Run (Red), Standard, LED Transformer
<b>9</b>	<b>1</b>	<b>MCC 8000 Fastrac, MD1F1TL1H002A</b>
		<b>F-15</b>
	1	8000 Starter
	1	2 Speed 2 Winding Variable Torque, 300 Contactor Type 2 hp; 1.49 kW, Nema Size 1, Magnetic Starter 480 V ac, 60 Hz Fused Switch, 6 A, 3 Pole, QMW 30 25 kA Interrupt Rating UL 845 Certified, NEMA ICS 18 Certified NEMA Wiring Classification: I-BD
		<b>Dimensions and Weight (Estimated)</b>
		Height=18 in; Width=15 in
		<b>List of Materials</b>
		Fused Switch
		SHAWMUT A6D (TD RK1) Fuse Clips Provided (No Fuses Provided)
	1	STANDARD Overload Relay
	1	Control Power Type: Control Power Transformer - Min 60VA
	1	Starter Aux Contacts
	1	Pilot Devices
	1	Lights : Fast / Slow (Red / Amber), Standard, LED Transformer
	1	Switches / Pushbuttons : Fast / Slow / Off / Auto (SW) (Black), Non Illuminated

**CAPITAL PROJECT ORDINANCE AMENDMENT**

BUDGET General CIP Fund  
 FISCAL YEAR FY 2025

REQUESTED BY Chris Boyd  
 DATE December 2, 2024

**PROJECT SOURCES**

Source Description and Code	Project To Date	Requested Amendment	Revised Project
<b>General CIP Fund - Jail Maintenance</b>			
IFT from EMS Fund	360,000	-	360,000
IFT from General Fund	-	75,000	75,000
		-	-
<b>Total</b>	360,000	75,000	435,000

**PROJECT USES**

Project Description and Code	Project To Date	Requested Amendment	Revised Project
<b>General CIP Fund - Jail Maintenance</b>			
UC Jail Generator Replacement	295,000	75,000	370,000
UC Jail Domestic Water Alternate Source Piping	65,000	-	65,000
		-	-
<b>Total</b>	360,000	75,000	435,000

EXPLANATION: Transfer funding to UC Jail Generator Replacement project from UCSO R&R capital project budget to provide funds for equipment and labor necessary to upgrade the electrical service equipment.

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
<b>General CIP Fund - Jail Maintenance</b>			
<b>UC Jail Generator Replacement</b>			
IFT from EMS Fund 40080113-4020	295,000	-	295,000
IFT from General Fund 40080113-4010	-	75,000	75,000
<b>UC Jail Domestic Water Alternate Source Piping</b>			
IFT from EMS Fund 40080145-4020	65,000	-	65,000
<b>Total</b>	360,000	75,000	435,000

**PROJECT USES**

Project Description and Code	Project To Date	Requested Amendment	Revised Project
<b>General CIP Fund - Jail Maintenance</b>			
<b>UC Jail Generator Replacement</b>			
Buildings 40080113-5580	295,000	75,000	370,000
<b>UC Jail Domestic Water Alternate Source Piping</b>			
Buildings 40080145-5580	65,000	-	65,000
<b>Total</b>	360,000	75,000	435,000

Prepared By EC  
 Posted By \_\_\_\_\_  
 Date \_\_\_\_\_

Number CPO - 259B



**UNION COUNTY, NORTH CAROLINA**  
**2024-2025**  
**CAPITAL PROJECT ORDINANCE #259B**

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 an addition of \$75,000 is hereby appropriated for total project cost of \$435,000.

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	\$360,000
Transfer from General Fund	\$75,000

Section III. The attached CPO #259B 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 2<sup>nd</sup> day of December 2024.

ATTEST:

\_\_\_\_\_  
Lynn G. West,  
Clerk to the Board

\_\_\_\_\_  
Chair, Union County Board of Commissioners

**UNION COUNTY, NORTH CAROLINA  
ANNUAL OPERATING R&R – FISCAL YEAR 2024-2025  
CAPITAL PROJECT ORDINANCE #367A**

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 Operating Capital
- 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 a reduction \$75,000 is hereby appropriated for total project cost of \$3,040,900.

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	\$ 3,040,900

Section III. The attached CPO #367A 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 2nd day of December 2024.

ATTEST:

\_\_\_\_\_  
Lynn G. West,  
Clerk to the Board

\_\_\_\_\_  
Chair, Union County Board of  
Commissioners

**CAPITAL PROJECT ORDINANCE AMENDMENT**

BUDGET General CIP Fund REQUESTED BY Chris Boyd  
 FISCAL YEAR FY 2025 DATE December 2, 2024

<b>PROJECT SOURCES</b>				<b>PROJECT USES</b>			
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	3,115,900	(75,000)	3,040,900	R&R projects for General Capital	2,725,000	(75,000)	2,650,000
			-	R&R projects for SPCC	390,900	-	390,900
			-			-	-
<b>Total</b>	<b>3,115,900</b>	<b>(75,000)</b>	<b>3,040,900</b>	<b>Total</b>	<b>3,115,900</b>	<b>(75,000)</b>	<b>3,040,900</b>

EXPLANATION: Transfer funding to UC Jail Generator Replacement project from UCSO R&R capital project budget to provide funds for equipment and labor necessary to upgrade the electrical service equipment.

DATE: \_\_\_\_\_

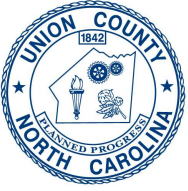
APPROVED BY: \_\_\_\_\_  
 BOCC/County Manager  
 Lynn West/Clerk to the Board

**FOR FINANCE POSTING PURPOSES ONLY**

<b>PROJECT SOURCES</b>				<b>PROJECT USES</b>			
Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
<b>Facilities Operating Capital</b>				<b>Facilities Operating Capital</b>			
IFT from General Fund 40080131-4010-52025	630,000	-	630,000	Building & Improvements 40080131-5580-52025	630,000	-	630,000
<b>Facilities Replacement &amp; Renewal</b>				<b>Facilities Replacement &amp; Renewal</b>			
IFT from General Fund 40080069-4010-52025	1,295,000	-	1,295,000	Building & Improvements 40080069-5580-52025	-	-	-
<b>UCSO Operating Capital</b>				<b>UCSO Operating Capital</b>			
IFT from General Fund 40080132-4010-52025	175,000	-	175,000	Building & Improvements 40080132-5580-52025	175,000	-	175,000
<b>UCSO Replacement &amp; Renewal</b>				<b>UCSO Replacement &amp; Renewal</b>			
IFT from General Fund 40080135-4010-52025	325,000	(75,000)	250,000	Building & Improvements 40080135-5580-52025	325,000	(75,000)	250,000
<b>Parks and Rec Replacement &amp; Renewal</b>				<b>Parks and Rec Replacement &amp; Renewal</b>			
IFT from General Fund 40080134-4010-52025	175,000	-	175,000	Building & Improvements 40080134-5580-52025	175,000	-	175,000
<b>CC Campground Replacement &amp; Renewal</b>				<b>CC Campground Replacement &amp; Renewal</b>			
IFT from General Fund 40080134-4010-52025	125,000	-	125,000	Building & Improvements 40080134-5580-52025	125,000	-	125,000
<b>SPCC Maintenance</b>				<b>SPCC Maintenance</b>			
IFT from General Fund 40080067-4010-52025	115,900	-	115,900	Payment to Other Gov't Agencies 40080067-5630-52025	-	-	-
<b>SPCC Technology</b>				<b>SPCC Technology</b>			
IFT from General Fund 40080076-4010-52025	175,000	-	175,000	Payment to Other Gov't Agencies 40080076-5630-52025	175,000	-	175,000
<b>SPCC HVAC, Security, Other</b>				<b>SPCC HVAC, Security, Other</b>			
IFT from General Fund 40080077-4010-52025	100,000	-	100,000	Payment to Other Gov't Agencies 40080077-5630-52025	100,000	-	100,000
<b>Total</b>	<b>3,115,900</b>	<b>(75,000)</b>	<b>3,040,900</b>	<b>Total</b>	<b>3,115,900</b>	<b>(75,000)</b>	<b>3,040,900</b>

Prepared By EC  
 Posted By \_\_\_\_\_  
 Date \_\_\_\_\_

Number CPO - 367



# Union County, NC

## Staff Report

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

**File #:** 24-815

**Agenda Date:** 12/2/2024

---

### **TITLE:**

Grant Application - Delta Dental Foundation

### **INFORMATION CONTACT:**

Dennis Joyner / Traci Colley, Human Services Agency - Public Health, Director, 704-296-4801; Janet Payne, Human Services Agency, Director, 704-296-4348

### **ACTION REQUESTED:**

1) Approve the Public Health Department's request to apply for Delta Dental Foundation funding, 2) upon award of the funding, authorize the County Manager to execute an agreement substantially consistent with this agenda item, and 3) upon receipt of grant award, recognize, receive, and appropriate the awarded amount to the Public Health budget.

### **PRIOR BOARD ACTIONS:**

- 1) November 7, 2022, Regular Meeting, Agenda Item # 22-751 - Approved Delta Dental Foundation grant application.
- 2) December 4, 2023, Regular Meeting, Agenda Item # 23-823 - Approved Delta Dental Foundation grant application.

### **BACKGROUND:**

The Delta Dental Foundation is accepting applications for grant funding up to \$5,000 to support community dental care for children through their Smiles for Kids Grants Program. The Public Health Dental Clinic requests approval to apply for these funds to support and expand our dental care services for children who have financial challenges receiving the necessary care. We anticipate 25-30 children can be served through this funding.

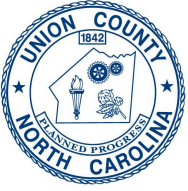
The County's Dental Clinic provides general dentistry services and education to residents who may have difficulty obtaining dental care due to financial needs or access to other providers. The clinic provides services for adults and children beginning at 1 year of age. The clinic accepts Medicaid, third-party insurance and private pay on a sliding-fee scale based on income. In FY2024, the clinic had 3,294 patient visits (2,009 adults and 1,285 children). Of the children served, 44% were uninsured/private pay.

Oral diseases, which range from cavities and gum disease to oral cancer, cause pain and disability for many in our community. Establishing good oral health practices and seeking early dental care is an important component for overall health and is especially important for children to begin routine dental care early in their lives.

This new application is required to receive additional funds for the current fiscal year's grant process.

**FINANCIAL IMPACT:**

Anticipated funding is \$5,000 and no County match is requested or required.



# Union County, NC

## Staff Report

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

---

**File #:** 24-790

**Agenda Date:** 12/2/2024

---

**TITLE:**

Banking Resolutions and Signature Cards

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

1) Adopt Resolution and Agreement for Deposit Account for Truist in the event of personnel changes and 2) authorize the Chair & Vice Chair of the Board of Commissioners, County Manager, and appointed Finance Officer to sign the signature cards, addendums, and incumbency certificates on behalf of Union County as necessary.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

In the event of a change to the Chair or Vice Chair of the Board of County Commissioners, it will be necessary to update all banking documents.

**FINANCIAL IMPACT:**

None.



Resolution for Deposit Account

- Corporation
- General Partnership
- Government Entity

- Sole Proprietorship
- Limited Partnership
- Limited Liability Company

- Unincorporated Association
- Non-Profit Corporation
- Other

Entity Name \_\_\_\_\_

TIN \_\_\_\_\_

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of \_\_\_\_\_, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

1. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.
2. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

**Designated Representatives' Signatures**

**Printed Name**

**Title**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders of payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

4. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, enter into an agreement for treasury services or products, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

5. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

6. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

**Signature** (Corporate Secretary/Custodian of Records) \_\_\_\_\_

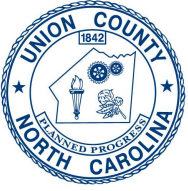
**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**FOR BANK USE ONLY**

Prepared By \_\_\_\_\_ Center \_\_\_\_\_ Bank Number \_\_\_\_\_ State \_\_\_\_\_ Date \_\_\_\_\_

**Forward to:** Centralized Document Scanning Operations M/C 100-99-15-11



# Union County, NC

## Staff Report

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

**File #:** 24-801

**Agenda Date:** 12/2/2024

---

**TITLE:**

2024 General Obligation Bond Referendum

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

1) Adopt Resolution Certifying Results of the 2024 Union County General Obligation Referendum that were approved by voters on November 5, 2024, and 2) adopt Capital Project Ordinance 378.

**PRIOR BOARD ACTIONS:**

1) June 17, 2024, Regular Meeting, Agenda Item #24-389 - Introduced Bond Order Authorizing the Issuance of \$39,425,000 General Obligation School Bonds of the County of Union, North Carolina and Adopted Resolution of the County of Union, North Carolina regarding Bond Order authorizing the issuance of \$39,425,000 General Obligation School Bonds, Setting Public Hearing for July 15, 2024, and Directing Publication of Notice of Said Public Hearing.

2) May 20, 2024, Regular Meeting, Agenda Item # 24-344 - Adopted the Resolution Directing Publication of Notice of Intent to Apply to the Local Government Commission and adopted the Resolution making certain statements of facts concerning the proposed school bond issue and authorizing the application to the LGC for \$39,425,000 of general obligation bonds.

3) May 6, 2024, Regular Meeting, Agenda Item # 24-290 - Authorized staff to move forward with the necessary steps for a 2024 Bond Referendum for Union County Public School to fund design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School in the amount of \$39,421,448.

4) July 15, 2024, Regular Meeting, Agenda Item #24-460 - 1) Adopted Bond Order Authorizing the Issuance of \$39,425,000 General Obligation Schools Bonds of the County of Union, North Carolina and 2) adopted the Resolution Setting a Special Bond Referendum and Directing the Publication of Notice of a Special Bond Referendum and Notification of the Union County Board of Elections.

**BACKGROUND:**

On November 5, 2024, Union County voters approved the General Obligation Bonds (GO Bonds) Referendum for Union County Public Schools. The GO Bonds will provide funding for the design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School.



The Resolution Certifying results indicates the approval of \$39,425,000 of bonds plus interest to pay the capital costs of providing for the design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School.

**FINANCIAL IMPACT:**

The estimated cumulative cost over the life of the bond, using the highest interest rate of 5.344% charged for similar debt over the last twenty years is estimated at \$61,541,611. The estimated maximum annual debt service impact is \$4,077,755 beginning in FY2026 and commencing in FY2045. The annual estimated amount of property tax liability increases for each \$100,000 of property tax value to service the cumulative cost over the life of the bond is estimated at \$8.00 (based on 0.80¢ increase in the ad valorem property tax rate). This estimate is based on the legislative requirements of NC Session Law 2022-53 for bond referendums.

**RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF \$39,425,000 GENERAL OBLIGATION SCHOOL BONDS HELD FOR THE COUNTY OF UNION, NORTH CAROLINA ON NOVEMBER 5, 2024**

*WHEREAS*, the Board of Commissioners of the County of Union, North Carolina has considered the Certificate of Canvass of the Union County Board of Elections canvassing the referendum held for the County of Union, North Carolina on November 5, 2024 and certifying the result thereof to the Board of Commissioners and has canvassed the result of said Referendum.

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA* that it be and hereby certified and declared that the number of voters registered and qualified to vote at said referendum was 183,689.

*BE IT FURTHER RESOLVED*, that it be and hereby is certified and declared that the total number of voters who voted “Yes” in answer to the question:

“Additional property taxes may be levied on property located in the County of Union, North Carolina in an amount sufficient to pay the principal of and interest on bonds if approved by the following ballot question. Shall the order authorizing \$39,425,000 of bonds plus interest to pay the capital costs of providing for the design, construction and renovation of facilities for Union County Public Schools, including, but not limited to, the design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School, the acquisition of equipment and furnishings therefor and the acquisition of land or rights-of-way, if necessary, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved, in light of the following:

- (1) The estimated cumulative cost over the life of the bond, using the highest interest rate charged for similar debt over the last 20 years, would be \$61,547,156 (consisting of \$39,425,000 principal amount of bonds plus \$22,122,156 of interest).
- (2) The estimated amount of property tax liability increase for each one hundred thousand dollars (\$100,000) of property tax value to service the cumulative cost over the life of the bond provided above would be \$8.00 per year.”

was 69,742. The total number of voters who voted “No” in answer to such question was 56,332. The question in the form submitted was APPROVED by the vote of a majority of those who voted thereon at said referendum.

*BE IT FURTHER RESOLVED*, that a statement substantially in the form hereinafter set forth declaring the result of said referendum will be filed in the office of the Clerk to the Board of Commissioners and inserted in the Board of Commissioners minutes and published in accordance with law.

*BE IT FURTHER RESOLVED*, that this Resolution shall become effective on the date of its adoption.

***READ, APPROVED AND ADOPTED*** this 2nd day of December, 2024.

\_\_\_\_\_  
Clerk to the Board of Commissioners

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF UNION                    )            SS:

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF \$39,425,000 GENERAL OBLIGATION SCHOOL BONDS HELD FOR THE COUNTY OF UNION, NORTH CAROLINA ON NOVEMBER 5, 2024**” adopted by the Board of Commissioners of the County of Union, North Carolina at a meeting held on the 2nd day of December, 2024.

*IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the corporate seal of said County, this the \_\_\_\_ day of December, 2024.

(SEAL)

\_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Union, North Carolina

**STATEMENT OF RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF \$39,425,000 GENERAL OBLIGATION SCHOOL BONDS, HELD FOR THE COUNTY OF UNION, NORTH CAROLINA ON NOVEMBER 5, 2024**

*WHEREAS*, by direction of the Board of Commissioners (the “Board”) of the County of Union, North Carolina, a special bond referendum was duly called and held for said County on November 5, 2024 for the purpose of submitting to the qualified voters of said County the questions hereinafter set forth, and said Board of Commissioners has received from the Union County Board of Elections a certification of the results of said referendum, and has determined the result of said referendum to be as hereinafter stated;

*NOW, THEREFORE*, the Board of Commissioners hereby makes the following statement of the result of said referendum pursuant to The Local Government Bond Act:

The total number of voters who voted “Yes” in answer to the question,

“Additional property taxes may be levied on property located in the County of Union, North Carolina in an amount sufficient to pay the principal of and interest on bonds if approved by the following ballot question. Shall the order authorizing \$39,425,000 of bonds plus interest to pay the capital costs of providing for the design, construction and renovation of facilities for Union County Public Schools, including, but not limited to, the design of a new high school to be known as Parkwood High School and the design and renovation of converting the current Forest Hills High School into a middle school to be known as East Union Middle School, the acquisition of equipment and furnishings therefor and the acquisition of land or rights-of-way, if necessary, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved, in light of the following:

- (1) The estimated cumulative cost over the life of the bond, using the highest interest rate charged for similar debt over the last 20 years, would be \$61,547,156 (consisting of \$39,425,000 principal amount of bonds plus \$22,122,156 of interest).
- (2) The estimated amount of property tax liability increase for each one hundred thousand dollars (\$100,000) of property tax value to service the cumulative cost over the life of the bond provided above would be \$8.00 per year.”

was 69,742. The total number of voters who voted “No” in answer to such question was 56,332. The question in the form submitted was APPROVED by the vote of a majority of those who voted thereon at said referendum.

Any action or proceeding challenging the regularity or validity of this bond referendum must be begun within 30 days after December 4, 2024.

**BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA**

**UNION COUNTY, NORTH CAROLINA**  
**UCPS Capital 2024-2025**  
**CAPITAL PROJECT ORDINANCE #378**

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;**

Parkwood High School Phase I  
East Union Middle School Phase II

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, \$39,425,000 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:

General Obligation Bond Proceeds	\$ 39,425,000
----------------------------------	---------------

Section III. The attached CPO #378 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 2nd day of December 2024.

ATTEST:

\_\_\_\_\_  
Lynn G. West,  
Clerk to the Board

\_\_\_\_\_  
Chair, Union County Board of  
Commissioners

**CAPITAL PROJECT ORDINANCE AMENDMENT**

BUDGET FISCAL YEAR UCPS CIP Fund  
FY 2025

REQUESTED BY DATE UCPS  
December 2, 2024

**PROJECT SOURCES**

Source Description and Code	Project To Date	Requested Amendment	Revised Project
GO Bond Proceeds	-	39,425,000	39,425,000
		-	-
<b>Total</b>	-	39,425,000	39,425,000

**PROJECT USES**

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Parkwood High Phase I	-	10,995,000	10,995,000
East Union Middle Phase II	-	28,430,000	28,430,000
		-	-
<b>Total</b>	-	39,425,000	39,425,000

EXPLANATION: Appropriate bond proceeds for Parkwood High School Phase I and East Union Middle School Phase II.

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Bd of Comma/County Manager  
Lynn West/Clerk to the Board

**FOR FINANCE POSTING PURPOSES ONLY**

**PROJECT SOURCES**

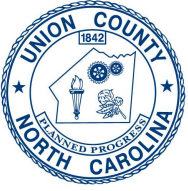
Source Description and Code	Project To Date	Requested Amendment	Revised Project
<b>Parkwood High Phase I</b>			
GO Bond Proceeds 40182377-4710	-	10,995,000	10,995,000
<b>East Union Middle Phase II</b>			
GO Bond Proceeds 40182378-4710	-	28,430,000	28,430,000
<b>Total</b>	-	39,425,000	39,425,000

**PROJECT USES**

Project Description and Code	Project To Date	Requested Amendment	Revised Project
<b>Parkwood High Phase I</b>			
Payment to Other Govt Agencies 40182377-5630	-	10,995,000	10,995,000
<b>East Union Middle Phase II</b>			
Payment to Other Govt Agencies 40182378-5630	-	28,430,000	28,430,000
<b>Total</b>	-	39,425,000	39,425,000

Prepared By EC  
Posted By \_\_\_\_\_  
Date \_\_\_\_\_

Number CPO - 378



# Union County, NC

## Staff Report

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

**File #:** 24-833

**Agenda Date:** 12/2/2024

### **TITLE:**

Contract - Forensic Pathology Services

### **INFORMATION CONTACT:**

Clayton Voignier, County Manager's Office, Assistant County Manager, 704-283-3687

### **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 contract between Union County and NC DHHS Division of Public Health specifies that the County will provide forensic pathology services in North Carolina through professional staff, technical staff and suitable facilities for death investigations and autopsies as a regional autopsy center (RAC) beginning December 16, 2024. The contract also serves as an agreement for the state to reimburse the County on a per autopsy basis at the statutory fixed cost rates as defined in NCGS 130A-389(a) and NCGS 130A-389(a1).

### **FINANCIAL IMPACT:**

Anticipated revenues of \$2,175 per autopsy for 440 autopsies equal to \$957,000



**GENERAL CONTRACT COVER**

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Public Health (the "Division") and County of Union (the "Grantee") with Grantee Tax ID 566000345, Grantee FYE 6/30 (referred to collectively as the "Parties").

**1. Contract Documents:**

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) The Line Item Budget
- (e) State Certification

**Incorporated By Reference**

The following documents are reference materials and are available by going to the following website, [Open Window \(https://openwindow.ncdhhs.gov/index.aspx?pid=doc\\_ReferenceDocuments\)](https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Grantees

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:**

This contract shall be effective on 12/16/2024 and shall terminate on 5/31/2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

**4. Grantee’s Duties:**

The Grantee shall provide the services as described in the scope of work and in accordance with the approved budget.

**5. Division’s Duties:**

The Division shall pay the Grantee in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Grantee under this contract shall not exceed \$957,000. This amount consists of \$957,000 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$957,000.

Acct	Budget/Fund	AMU/RCC	Year	Federal	State	County/Local	Other
52131004	131301 / 1172	1000	2	\$0.00	\$870,000.00	\$0.00	\$0.00
52131004	131301 / 1172	1000	1	\$0.00	\$87,000.00	\$0.00	\$0.00

**6. Conflict of Interest Policy:**

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

**7. Reporting Requirements:**

The Division has determined that this is a contract for purchase of goods and services, and therefore is exempt from the reporting requirements of N.C.G.S. § 143C-6-22 & 23.

**8. Payment Provisions:**

Payment shall be made in accordance with the contract documents as described in the scope of work.

**9. 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 Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Nikki Marshall, Operations Manager Division of Public Health 1918 Mail Service Center Raleigh, NC 27699  <b>Telephone :</b> (919)-743-9074 <b>Fax:</b> (919)-743-9099 <b>Email:</b> nikki.marshall@dhhs.nc.gov	Nikki Marshall, Operations Manager Division of Public Health 4312 District Drive Raleigh, NC 27699

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michelle Lancaster, Acting Manager for South Piedmont Regional Autopsy Center County of Union 500 North Main Street Monroe, NC 28112  <b>Telephone:</b> (704)-283-3636 <b>Fax:</b> ()-- <b>Email:</b> michelle.lancaster@unioncountync.gov	Michelle Lancaster, Acting Manager for South Piedmont Regional Autopsy Center County of Union 500 North Main Street Monroe, NC 28112

**10. Supplementation of Expenditure of Public Funds:**

The Grantee 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 the Grantee otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**11. Outsourcing to Other Countries:**

The Grantee certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

**12. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

**13. Electronic Signatures:**

The parties agree that this Contract may be executed by electronic signature and with equal validity, authenticity, enforceability, and admissibility as a handwritten signature. Each party will retain one fully executed copy of the Contract.

**County of Union**

_____ Signature	_____ Date
Brian Matthews _____ Printed Name	County Manager _____ Title

**Division of Public Health, North Carolina Department of Health and Human Services**

_____ Authorized Signature	_____ Date
_____ Printed Name	_____ Title

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Grantee 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 Grantee 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 Division.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee, or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Division and the named Grantee. 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 Division and Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** The Division may terminate this contract without cause by giving 30 days written notice to the Grantee.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this contract.

**Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this contract by the Grantee 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 Department and the Grantee 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 Division.

**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 Division. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee 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.

**Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Grantee agrees that, if the Division 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 Division may require to ensure compliance.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee 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 Division. The Grantee 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.

**Data Security:** The Grantee shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Grantee shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Division contract administrator of any contact by the

federal Office for Civil Rights (OCR) received by the grantee.

**Cost Borne by Grantee:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee shall bear the cost of the notice.

### 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.

**Record Retention:** See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

### 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 Grantee, 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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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 Division and the Grantee. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**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.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Grantee shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. 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 Grantee 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

Division for loss of, or damage to, such property. At the termination of this contract, the Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subcontractor/subgrantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

N. C. Department of Health and Human Service  
Division of Public Health

## SCOPE OF WORK

### BACKGROUND

Pursuant to N.C.G.S. 1304-383, any death resulting from sudden, unnatural, violent, or suspicious causes; occurring in a jail, a prison or a state operated facility, or unattended by a physician must be reported to a county Medical Examiner (ME). County Medical Examiners, appointed by the Chief Medical Examiner, investigate the circumstances surrounding the death and certify the cause and manner of death. If the Medical Examiner decides that an autopsy is needed, the Chief Medical Examiner or a pathologist designated by the Chief Medical Examiner conducts the autopsy examination.

North Carolina General Statute 130A-377 authorizes establishing district or regional offices to provide appropriate personnel and facilities for postmortem medical-legal examinations. Appropriate personnel would include board-certified forensic pathologists who conduct inspections and autopsy examinations, file death certificates, confer with and advise county medical examiners and law enforcement officers in medical-legal death investigation matters, and communicate with the decedents' families. Appropriate facilities would be staffed with the necessary technical, investigative and administrative support staff capable of providing 24 hours/day, seven days/week support of the death investigation system, including storage of bodies awaiting examination.

Should the Examiner's Office reduce its role in the death investigation system, the Office of the Chief Medical Examiner (OCME) in Raleigh will feel the impact, in caseload and related costs. The OCME is already overburdened, performing more than 2,000 autopsies per year. Picking up autopsy cases would mean additional autopsies at the OCME, a caseload that would require additional personnel and physical capacity to manage the extra autopsies. Without a regional medical examiner presence in North Carolina and the surrounding counties, bodies would have to be transported much longer distances and at a higher cost to the state. The longer distances to Raleigh and scheduling difficulties at the OCME would have adverse effects on the families of the decedents as well as on law enforcement officials. In addition, the state's capacity to respond to a mass fatality incident will be adversely affected if resources cannot be used for storage, identification and examination of multiple bodies.

### PURPOSE

This contract establishes the Contractor as a regional autopsy center (RAC) which provides forensic pathology services in North Carolina through professional staff, technical staff and suitable facilities for death investigations and autopsies. This contract also serves as an agreement to reimburse the Contractor at the statutory reimbursement rates defined N.C.G.S. 130A-389(a) and N.C.G.S. 130A-389(a1) for a pre-determined number of autopsies.

*Note: This contract does not include autopsies resulting from mass casualty, disaster, or other regional emergency situations, which may require additional negotiation and funding.*

The parties understand and agree that this contract is not a research project but is a professional services agreement for the services described in this Scope of Work. Nothing in this Agreement shall prohibit the Contractor from publication (i) in reputable journals or presentations at professional and/or academic seminars or conferences, and (ii) of information necessary for the accurate interpretation and presentation of any published data.

### COUNTIES

This contract serves the following North Carolina County(ies): Union

The Contractor may on occasion be asked by Division or regional medical examiners to provide services to other counties. Such requests are hereby anticipated and authorized for Contractor's performance under this Scope of Work.

### PERFORMANCE REQUIREMENTS

The Contractor shall, during the contract period:

1. Serve as the regional medical examiner center for the North Carolina counties listed in the foregoing "COUNTIES" section ("Designated Counties"), advising county medical examiners who conduct medical-legal death investigations. As Union County notifies the Division, Fiscal Research, and the NC Joint Legislative Oversight Committee on Health and Human Services that regional autopsy services are "operational" in additional counties, this Contract will be amended to include those counties;
2. Perform medical-legal autopsies that are advisable and in the public interest for the Designated Counties as mandated by North Carolina law and North Carolina General Statute 130A-377. Payment for these autopsies shall be in the amount and method as set forth and statutorily defined in N.C.G.S. 130A-389(1) and N.C.G.S.1304-389(a1);
3. Maintain a sufficient professional staff of forensic pathologists to meet the workload needs in the Designated



Counties with autopsies performed by forensic pathologist(s) with current certification by the American Board of Pathology ("board-certified");

4. Maintain sufficient investigative and technical staff to support the needs of county medical examiners and autopsy-related inquiries in the Designated Counties and serve as backup coverage to county medical examiners 24 hours per day, seven days per week ("24/7"). This includes 24/7 access to a board-certified forensic pathologist (in-person or on-call);
5. Serve as a backup RAC for performing autopsies for other areas of the State in cases in which the district attorney has asserted to the Chief Medical Examiner or the medical examiner of the county in which the body was located that there is probable cause to believe that a violation of G.S. 14-18.4 has occurred, at the request of the Office of Chief Medical Examiner (OCME);
6. Allow the RAC to be available for critical medical examiner surge capacity, as determined necessary by the OCME.
7. Assure that autopsy examinations and inspections are scheduled and completed in a timely and efficient manner, generally within two to three calendar days;
8. Submit toxicology samples via mail/courier service to the OCME with a complete history and appropriate orders for analysis;
9. Complete/submit autopsy reports via ocme.ar@dhhs.nc.gov in entirety, to include a statement of the cause of death;
10. Certify and file the supplemental death certificate for all pending death certificates for autopsy cases performed at the facility;
11. Submit a copy of the supplemental death certificate along with the autopsy report;
12. Submit monthly autopsy data report(s) via ocme.admin@dhhs.nc.gov. Data elements will be defined in advance by the Chief Medical Examiner;
13. Submit a monthly log of the number of autopsies performed, including the decedent's name and the date of service via ocme.admin@dhhs.nc.gov.
14. Confer with local medical examiners and the OCME to assess opportunities to contribute to the Mass Fatality Incident plans in the event of a natural or man-made disaster in the designated counties to effectively integrate the functions of the Contractor and OCME;
15. Secure at Contractor cost a suitable facility in the designated catchment area capable of storing and examining decomposed remains and managing multiple fatality incidents;
16. Deploy professional and technical staff for critical medical examiner surge capacity at another regional medical examiner center, including the OCME, as needed in the event of a multiple fatality incident, as directed by the Chief Medical Examiner, with expenses for such deployment to be submitted to OCME for consideration as soon as practicable thereafter;
17. Provide information and communication to family members of the deceased, law enforcement officials, and other branches of the judicial system;
18. Ensure that any pathologist employed by the Contractor does not enter into any contract, or accept any additional employment, to act as an expert witness in opposition to the OCME. This includes publishing a report for litigation and/or offering testimony that conflicts with the report or testimony of (i) a professional staff member of the OCME, (ii) another pathologist under contract with OCME, or (iii) another local medical examiner in the North Carolina Examiner System;
19. Testify in court and depositions concerning cause of death findings for autopsies performed by Contractor pathologists at this location;
20. Work collaboratively with the OCME to fully implement the new medical examiner information system (MEIS) and manage integration of the system into daily operation in compliance with OCME guidance and direction; and
21. Designate two (2) "super users" (one primary, one secondary) to serve as liaisons with the OCME regarding implementation, operation, and support of the new MEIS. Liaisons shall oversee and manage access rights of Contractor staff with the MEIS in coordination with the OCME Operations Manager. Liaisons shall also serve as key points of contact for all systems-related training and will service in a train-the-trainer capacity as necessary.

PERFORMANCE STANDARDS

The Contractor shall:

1. Maintain a regional presence in Designated Counties so bodies can be examined locally;
2. Conduct medical-legal autopsies in accordance with established OCME guidelines;
3. Complete autopsy reports within 180 calendar days per 10A N.C.A.C. 44. 0202;
4. Submit monthly data reports to the OCME Epidemiologist via [ocme.admin@dhhs.nc.gov](mailto:ocme.admin@dhhs.nc.gov); and
5. Submit a hard copy of the autopsy log(s) with the corresponding invoice(s) to the Office of the Chief Medical Examiner via [ocme.admin@dhhs.nc.gov](mailto:ocme.admin@dhhs.nc.gov).

PERFORMANCE MONITORING/QUALITY ASSURANCE PLAN

The authority of the Chief Medical Examiner, under NCGS 130A-381, to contract with qualified persons to perform or provide support services for autopsies and other studies and investigations is preserved. Nothing in this contract shall change or revoke the authority granted under NCGS 130A-381.

This contract will be monitored according to the following plan:

1. The Chief Medical Examiner and OCME staff will monitor the Contractor's performance by conducting peer reviews of medical examiner autopsy and investigation reports to assure that the content and conclusions meet OCME requirements and forensic pathology best practice standards;
2. The Chief Medical Examiner and OCME staff will monitor the Contractor's performance by reviewing concerns raised by family members of the deceased, local medical examiners, funeral homes, transportation service providers, law enforcement officials and attorneys; and
3. The Chief Medical Examiner will consult directly with Contractor's pathologists when the peer reviews reveal instances where report content and conclusions do not meet program and professional standards.

REIMBURSEMENT

Per autopsy performed, not to exceed the contract amount, the Division will reimburse the Contractor the statutory fixed cost rates of either \$2,175 as the State's portion when the subject of the autopsy becomes deceased in their county of residence or \$5,800 as payment in full when the subject of the autopsy becomes deceased within the state outside their county of residence, in accordance with N.C.G.S. 130A-389(a1). For instances of shared compensation responsibilities between the County of Residence and the State, the Division will reimburse the Contractor the State's portion (\$2,175) of the fixed cost autopsy fee upon receipt of the Contractor's invoice.

For the remaining fees, the portion attributed to the county of residence the Division will attempt to ensure Contractor is paid an amount equal to the statutory reimbursement rates for each autopsy by either billing the appropriate county and directing it to pay the Contractor or initiating payment by the state pursuant to N.C.G.S. 130A-389(a1) upon accepting a completed autopsy report.

The Contractor's invoice must include an itemization of the number of autopsies performed. The itemization may be an attached document but it must include the following information:

- Decedent's Legal Name
- Date of Autopsy

Invoices should be submitted no less than monthly. Failure to include the required itemization information with the invoice will delay receipt of payment.

**LINE ITEM BUDGET**

**This begins the line item budget for year 1**

<b>Budget Detail - Year 1</b>			
<b>Category</b>	<b>Item</b>	<b>Narrative</b>	<b>Amount</b>
Salary\Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Operational Other	Service Payments	<p>Contractor performs medical legal autopsies for the NC Medical Examiner system and is paid at a fixed rate as defined by N.C.G.S 130A-389 (a) and N.C.G.S 130A-389 (a1).</p> <p>The contract is currently budgeted for 440 autopsies.</p> <p>\$2,175 per autopsy x 440 autopsies = \$957,000.</p>	\$957,000.00
Subcontracts and Grants			\$0.00

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Match			\$0.00
Cost Per Service			\$0.00
<b>Sub Total</b>			\$957,000.00
Indirect Cost			\$0.00
<b>Total Budget</b>			\$957,000.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			\$0.00
<b>Sub Total</b>			\$0.00

Salaries - Year 1								
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total	Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00	\$0.00

## STATE CERTIFICATIONS

**Note: For the purposes of this document, references to the “Contractor” are references to the grantee/directed grant recipient.**

### 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](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):  
<https://ethics.nc.gov/media/242/download?attachment>
- G.S. 105-164.8(b):  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](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](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](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](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](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](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](http://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. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Union County

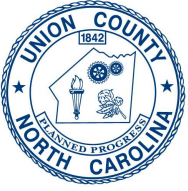
Contractor's Authorized Agent: Signature DocuSigned by: Brian W Matthews 924F58F8F9F1E89... Date 06/20/24 | 10:04 AM EDT

Printed Name Brian W Matthews Title County Manager

Witness: Signature DocuSigned by: Michelle Lancaster 814A870D4BBC438... Date 06/13/24 | 1:25 PM EDT

Printed Name Michelle Lancaster Title Management Consultant

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



# Union County, NC

## Staff Report

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

**File #:** 24-808

**Agenda Date:** 12/2/2024

### **TITLE:**

Resolution - Surplus Vehicle Sale

### **INFORMATION CONTACT:**

Cheryl Wright, Procurement & Contract Management, Director, 704-283-3563

### **ACTION REQUESTED:**

Adopt Resolution Authorizing Surplus Property Sale by Internet Auction which 1) declares the property itemized on Attachment A as "Surplus" to the needs of Union County, 2) authorizes sale at electronic auction of the surplus property described in Attachment A as per the terms and conditions as specified in the online auction service provider contract, and 3) authorizes the Procurement Director or her designee to execute any and all documents necessary to transfer title to said property on behalf of Union County.

### **BACKGROUND:**

North Carolina General Statutes allow the disposition of personal property by local governments through a variety of means including private negotiations and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In 2001, the legislature amended the Statues to provide for disposition of property through electronic auction.

The sale will begin December 3, 2024, at 9:00 AM and end December 13, 2024, with incremental closings as indicated on Attachment A.

The vehicles are to be picked up at 610 Patton Avenue, Monroe, NC with the following terms of sale:

1. Sale to the highest bidder with all sales final.
2. All items sold "as is" with no warranty, expressed or implied, which extends beyond the description of the item.
3. Purchasers must remove vehicles(s) within ten (10) business days from the time and date of issuance of the Buyer's Certificate.
4. Payment must be made online though the online auction website. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment will not be accepted onsite.

### **FINANCIAL IMPACT:**

Estimated revenue is \$75,000. The revenue will be returned to the fund from which the asset came.

RESOLUTION AUTHORIZING SURPLUS PROPERTY SALE BY INTERNET AUCTION

WHEREAS, G.S. 160-270(c) allows Union County to sell personal property at electronic auction upon adoption of a resolution authorizing the Procurement Manager or her designee to dispose of the property at electronic auction; and

WHEREAS, the Procurement Manager has developed a list of these items as shown on Attachment “A” for review by the Board of Commissioners for disposal by electronic auction;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Union County Board of Commissioners that the items of personal property included on Attachment “A” and incorporated herein by reference, be declared surplus and that the Procurement Manager or her designee be authorized to sell at electronic auction, beginning December 3, 2024, at 9:00 a.m. and ending December 13, 2024, with incremental closings as indicated on Attachment “A”, the surplus property described on Attachment “A”, as per the terms and conditions as specified in the County’s existing contract with the on-line auction Service Provider to the highest bidders.

BE IT FURTHER RESOLVED that the Procurement Director or her designee is authorized to execute any and all documents necessary to transfer said property on behalf of Union County.

BE IT FURTHER RESOLVED that the terms of sale applicable at the aforementioned auction of the items listed on Attachment “A” shall be as follows:

1. Sale to the highest bidder with all sales final.
2. All items sold “as is” and “where is” with no warranty, expressed or implied, which extends beyond the description of the items.
3. Purchasers must remove vehicle(s) within ten business days from the time and date of issuance of the Buyer’s Certificate. The vehicles are to be picked up at 610 Patton Avenue, Monroe, North Carolina. Purchasers shall bear sole risk of loss for all items remaining on the premises ten (10) calendar days from the time and date of issuance of the Buyer’s Certificate.
4. Payment must be made online through the on-line auction Website. Payment in full is due not later than five (5) calendar days from the time and date of the Buyer’s Certificate. Payment cannot be accepted onsite.

BE IT FURTHER RESOLVED that payment of advertising and miscellaneous expenses be paid from the proceeds of the sale.

Adopted this 2<sup>nd</sup> day of December 2024

ATTEST:

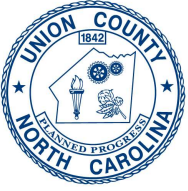
\_\_\_\_\_  
Lynn G. West, Clerk to the Board

\_\_\_\_\_  
J.R. Rowell, Chairman



## Attachment A

Tag Number	Description	Serial/Parcel	Mileage	Department	Auction Start	Auction End
03-08	2008 DODGE CHARGER	2B3KA43H38H239968	118,483	UCSO	12/3/2024 9:00:00 AM	12/13/2024 9:00 AM
08-14	2014 Ford F-350 Super Duty 4x4	1FDRF3BT0EEA43631	187,680	UC Water	12/3/2024 9:00:00 AM	12/13/2024 9:10 AM
22-05	2005 Ford Explorer	1FMZU72K95ZA63678	9,968	Facilities	12/3/2024 9:00:00 AM	12/13/2024 9:20 AM
26-07	2007 Chevrolet Mailbu	1G1ZS57F37F232228	87,348	HHS	12/3/2024 9:00:00 AM	12/13/2024 9:30 AM
30-14	2014 FORD TAURUS	1FAHP2MK7EG127791	215,416	UCSO	12/3/2024 9:00:00 AM	12/13/2024 9:40 AM
30-08	2008 DODGE AVENGER	1B3LC46R88N220326	45,194	HHS	12/3/2024 9:00:00 AM	12/13/2024 9:50 AM
41-07	2005 Ford F150 4x4	1FTRX14W07FA87414	109,224	Facilities	12/3/2024 9:00:00 AM	12/13/2024 10:00 AM
43-06	2006 CARGO FORD VAN	1FTSS34P36DA67205	118,685	Facilities	12/3/2024 9:00:00 AM	12/13/2024 10:10 AM
43-14	2014 FORD F150	1FTMF1CM4EKD94778	172,577	UC Water	12/3/2024 9:00:00 AM	12/13/2024 10:20 AM
50-08	2008 Chevrolet Silverado 1500 4x4	2GCEK133081332533	145,130	Solid Waste	12/3/2024 9:00:00 AM	12/13/2024 10:30 AM
52-14	2014 FORD F150	1FTMF1CMXEFB63005	147,691	UC Water	12/3/2024 9:00:00 AM	12/13/2024 10:40 AM
53-14	2014 FORD F-150	1FTFX1EF9EFB70578	205,143	UC Water	12/3/2024 9:00:00 AM	12/13/2024 10:50 AM
66-19	2019 FORD E-350 LTV BUS	1FDEE3FS9KDC35697	172,376	Transportation	12/3/2024 9:00:00 AM	12/13/2024 11:00 AM



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-820

**Agenda Date:** 12/2/2024

---

**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 November 18, 2024.

**PRIOR BOARD ACTIONS:**

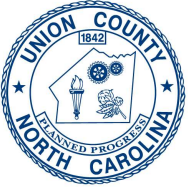
None.

**BACKGROUND:**

Draft minutes have been provided to the Board for review and approval on the consent agenda.

**FINANCIAL IMPACT:**

None.



# Union County, NC

## Staff Report

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

**File #:** 24-795

**Agenda Date:** 12/2/2024

### **TITLE:**

Monthly Update - Wastewater Treatment Capacity

### **INFORMATION CONTACT:**

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

### **ACTION REQUESTED:**

Receive status update on wastewater treatment capacity for the Twelve Mile Creek, Crooked Creek, Olde Sycamore, Tallwood, and Grassy Branch facilities.

### **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 October 2024 is summarized in the attached table.

#### Twelve Mile Creek

- Actual + Permitted Obligated Flows (MGD) = 6.917
- Percent of Permitted Flow Used = 92.2%

#### Crooked Creek

- Actual + Permitted Obligated Flows (MGD) = 1.720
- Percent of Permitted Flow Used = 90.5%

#### Olde Sycamore

- Actual + Permitted Obligated Flows (MGD) = 0.046
- Percent of Permitted Flow Used = 30.7%

#### Tallwood

- Actual + Permitted Obligated Flows (MGD) = 0.023
- Percent of Permitted Flow Used = 46.0%

#### Grassy Branch

- Actual + Permitted Obligated Flows (MGD) = 0.049
- Percent of Permitted Flow Used = 98.0%

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 October 2024 are summarized in the attached tables.

**FINANCIAL IMPACT:**

None.

### Water Reclamation Facility Flows

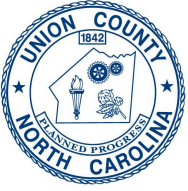
WRF	Permitted Capacity (MGD)	Actual Average Daily Flow <sup>1</sup> (MGD)	Percent of Actual Flow Used	Actual + Permitted Obligated Flows (MGD)	Percent of Permitted Flow Used	Actual Rainfall (in)
Twelve Mile Creek	7.5	5.409	72.1%	6.917	92.2%	0.2
Crooked Creek	1.9	1.133	59.6%	1.720	90.5%	0.1
Olde Sycamore	0.15	0.046	30.7%	0.046	30.7%	0.2
Tallwood	0.05	0.023	46.0%	0.023	46.0%	0.0
Grassy Branch	0.05	0.048	96.0%	0.049	98.0%	0.0

<sup>1</sup>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	2	0.133
Engineering Plan Review	13	0.508
Sketch Plan Review	15	0.731
<b>Totals</b>	<b>30</b>	<b>1.372</b>

Crooked Creek WRF		
Backlog Type	Number of Projects	Requested Flow (MGD)
Approved – Permit Submittal Pending	2	0.051
Engineering Plan Review	7	0.175
Sketch Plan Review	3	0.054
<b>Totals</b>	<b>12</b>	<b>0.280</b>



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-811

**Agenda Date:** 12/2/2024

---

**TITLE:**

Tax Collector's Departmental Report for October 2024

**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 October 2024 as required by NCGS 105-350(7).

**FINANCIAL IMPACT:**

None.

**To:** Board of County Commissioners  
Brian Matthews, County Manager  
Lynn West, Clerk to the Board

**From:** Vann Harrell  
Tax Administrator

**Date:** November 8, 2024

**Re:** Departmental Monthly Report

---

The Tax Collector's monthly/year to date collections report for the month ending October 31, 2024 is attached for your information and review.

Should you desire additional information, I will provide that at your request.

Attachment

VH/JM

**OCTOBER 2024  
PERCENTAGE FOR REGULAR TAX**

<b>OCTOBER 31, 2024 REGULAR TAX</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
BEGINNING CHARGE	237,462,552.18	226,119,601.31	216,943,492.71	208,152,978.28
TAX CHARGE				
PUBLIC UTILITIES CHARGE				
DISCOVERIES	97,421.09			
NON DISCOVERIES	1,993.36	2,205.42	2,205.42	2,218.57
RELEASES	(249,366.96)	(3,716.90)	(752.50)	(648.97)
<b>TOTAL CHARGE</b>	<b>237,312,599.67</b>	<b>226,118,089.83</b>	<b>216,944,945.63</b>	<b>208,154,547.88</b>
BEGINNING COLLECTIONS	31,098,443.41	225,931,923.72	216,834,850.10	208,071,844.07
COLLECTIONS	10,974,252.95	16,325.08	7,583.80	4,200.18
<b>TOTAL COLLECTIONS</b>	<b>42,072,696.36</b>	<b>225,948,248.80</b>	<b>216,842,433.90</b>	<b>208,076,044.25</b>
BALANCE OUTSTANDING	195,239,903.31	169,841.03	102,511.73	78,503.63
<b>PERCENTAGE OF REGULAR</b>	<b>17.73%</b>	<b>99.92%</b>	<b>99.95%</b>	<b>99.96%</b>
<b>OVERALL CHARGED</b>	<b>237,312,599.67</b>	<b>226,118,089.83</b>	<b>216,944,945.63</b>	<b>208,154,547.88</b>
<b>OVERALL COLLECTED</b>	<b>42,072,696.36</b>	<b>225,948,248.80</b>	<b>216,842,433.90</b>	<b>208,076,044.25</b>
<b>OVERALL PERCENTAGE</b>	<b>17.73%</b>	<b>99.92%</b>	<b>99.95%</b>	<b>99.96%</b>



**OCTOBER 2024  
PERCENTAGE FOR REGULAR TAX**

<b>OCTOBER 31, 2024 REGULAR TAX</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
BEGINNING CHARGE	192,184,591.23	186,541,899.71	180,719,078.58	186,663,147.60
TAX CHARGE				
PUBLIC UTILITIES CHARGE				
DISCOVERIES				
NON DISCOVERIES	228.00			0.01
RELEASES	(1,033.88)	(1,159.15)	(1,267.14)	
<b>TOTAL CHARGE</b>	<b>192,183,785.35</b>	<b>186,540,740.56</b>	<b>180,717,811.44</b>	<b>186,663,147.61</b>
BEGINNING COLLECTIONS	192,102,074.15	186,437,740.39	180,657,414.76	186,613,396.52
COLLECTIONS	380.26	(146.84)	(1,140.46)	32.70
<b>TOTAL COLLECTIONS</b>	<b>192,102,454.41</b>	<b>186,437,593.55</b>	<b>180,656,274.30</b>	<b>186,613,429.22</b>
BALANCE OUTSTANDING	81,330.94	103,147.01	61,537.14	49,718.39
<b>PERCENTAGE OF REGULAR</b>	<b>99.96%</b>	<b>99.94%</b>	<b>99.97%</b>	<b>99.97%</b>
<b>OVERALL CHARGED</b>	<b>192,183,785.35</b>	<b>186,540,740.56</b>	<b>180,717,811.44</b>	<b>186,663,147.61</b>
<b>OVERALL COLLECTED</b>	<b>192,102,454.41</b>	<b>186,437,593.55</b>	<b>180,656,274.30</b>	<b>186,613,429.22</b>
<b>OVERALL PERCENTAGE</b>	<b>99.96%</b>	<b>99.94%</b>	<b>99.97%</b>	<b>99.97%</b>

**OCTOBER 2024  
PERCENTAGE FOR REGULAR TAX**

<b>OCTOBER 31, 2024 REGULAR TAX</b>	<b>2016</b>	<b>2015</b>
BEGINNING CHARGE	176,859,604.37	174,193,635.20
TAX CHARGE		
PUBLIC UTILITIES CHARGE		
DISCOVERIES		
NON DISCOVERIES		
RELEASES		
<b>TOTAL CHARGE</b>	<b>176,859,604.37</b>	<b>174,193,635.20</b>
BEGINNING COLLECTIONS	176,818,112.01	174,171,587.92
COLLECTIONS	59.22	16.62
<b>TOTAL COLLECTIONS</b>	<b>176,818,171.23</b>	<b>174,171,604.54</b>
BALANCE OUTSTANDING	41,433.14	22,030.66
<b>PERCENTAGE OF REGULAR</b>	<b>99.98%</b>	<b>99.99%</b>
<b>OVERALL CHARGED</b>	<b>176,859,604.37</b>	<b>174,193,635.20</b>
<b>OVERALL COLLECTED</b>	<b>176,818,171.23</b>	<b>174,171,604.54</b>
<b>OVERALL PERCENTAGE</b>	<b>99.98%</b>	<b>99.99%</b>



# Union County, NC

## Staff Report

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

**File #:** 24-831

**Agenda Date:** 12/2/2024

### **TITLE:**

Resolution - Resolution in Support of House Bill 463, "North Carolina Farmland and Military Protection Act"

### **INFORMATION CONTACT:**

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

### **ACTION REQUESTED:**

Adopt the Resolution in Support of House Bill 463, "North Carolina Farmland and Military Protection Act"

### **PRIOR BOARD ACTIONS:**

None

### **BACKGROUND:**

On March 23, 2023, House Bill 463, referenced as the "North Carolina Farmland and Military Protection Act," was filed in the North Carolina House of Representatives. This bill generally provides that no adversarial foreign government shall purchase, acquire, lease, or hold any interest in agricultural land or land situated within a 25-mile radius of a military base.

The purpose of this act is to guard agricultural lands in the State from adversarial foreign government control and ensure a safe, abundant, and affordable supply of food for the benefit of the people of the State of North Carolina and the United States. Safeguarding and preserving farmland in order to secure a safe and abundant food supply and agricultural products is a matter of critical importance to the residents of Union County, particularly those who own or live near agricultural land in the County.

This resolution requests that the General Assembly adopt House Bill 463 or a similar bill in the next biennial session of the General Assembly. Copies of the resolution will also be sent to the County's legislative delegation to the General Assembly.

### **FINANCIAL IMPACT:**

None

**RESOLUTION IN SUPPORT OF HOUSE BILL 463, “NORTH CAROLINA FARMLAND AND MILITARY PROTECTION ACT”**

**WHEREAS**, on March 23, 2023, House Bill 463, referenced therein as the “North Carolina Farmland and Military Protection Act” (the “Act”), was filed in the North Carolina House of Representatives; and

**WHEREAS**, the Act provides that it is in the public interest for the State to guard its agricultural land from the potential of adversarial foreign government control in order to ensure that the State’s farmers are able to produce a safe, abundant, and affordable supply of food and fiber for the benefit of the people of the State of North Carolina and the United States; and

**WHEREAS**, the Act generally provides that no adversarial foreign government shall purchase, acquire, lease, or hold any interest in agricultural land or land situated within a 25-mile radius of a military installation; and

**WHEREAS**, the General Assembly did not fully adopt House Bill 463; and

**WHEREAS**, the Union County Board of Commissioners agrees that safeguarding and preserving farmland from adversarial foreign government interests in order to secure a safe, abundant, and affordable supply of food and agricultural products is a matter of critical importance to the residents of Union County, particularly those who own or live near agricultural land in Union County; and

**WHEREAS**, the Union County Board of Commissioners believe that adoption of the Act, or a similar bill in the next biennial session of the General Assembly, would assist in protecting the health, safety, and welfare of the people of Union County and the State of North Carolina.

**NOW, THEREFORE, BE IT RESOLVED** that the Union County Board of Commissioners requests that the General Assembly adopt, and that the Union County Legislative Delegation support the adoption of, House Bill 463, the “NC Farmland and Military Protection Act,” or a similar bill in the next biennial session of the General Assembly.

**BE IT FURTHER RESOLVED** that copies of this resolution be sent to the Union County Legislative Delegation to the North Carolina General Assembly.

Adopted this 2<sup>nd</sup> day of December, 2024.

---

Chair, Union County Board of Commissioners

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2023

H

3

HOUSE BILL 463  
Committee Substitute Favorable 4/25/23  
Third Edition Engrossed 4/26/23

Short Title: NC Farmland and Military Protection Act.

(Public)

Sponsors:

Referred to:

March 27, 2023

A BILL TO BE ENTITLED

AN ACT TO PROHIBIT THE ACQUISITION OF AGRICULTURAL AND OTHER LANDS  
CRITICAL TO THE SAFETY AND SECURITY OF THE STATE BY CERTAIN  
FOREIGN GOVERNMENTS DESIGNATED AS ADVERSARIAL BY THE UNITED  
STATES DEPARTMENT OF COMMERCE.

The General Assembly of North Carolina enacts:

**SECTION 1.** Chapter 64 of the General Statutes is amended by adding a new Article  
to read:

"Article 3.

"Prohibit Adversarial Foreign Government Acquisition of Certain Lands.

**"§ 64-50. Title.**

This act shall be known and be cited as the North Carolina Farmland and Military Protection  
Act.

**"§ 64-51. Purpose.**

The General Assembly finds that it is in the public interest for the State to guard its  
agricultural land from the potential of adversarial foreign government control in order to ensure  
that the State's farmers are able to produce a safe, abundant, and affordable supply of food and  
fiber for the benefit of the people of this State and the United States and to protect our vital  
resources.

**"§ 64-52. Definitions.**

As used in this Article, the following definitions apply:

- (1) Adversarial foreign government. – A state-controlled enterprise or the  
government of a foreign nation that has received a designation under 15 C.F.R.  
§ 7.4 from a determination by the United States Secretary of Commerce that  
the entity has engaged in a long-term pattern or serious instances of conduct  
significantly adverse to the national security of the United States or security  
and safety of United States persons.
- (2) Agricultural land. – Any land situated in this State that is used for agricultural  
production purposes as defined in G.S. 106-581.1(1) through (4). The term  
does not include land situated in this State that is leased for agricultural  
research and development purposes or other activities for the purpose of  
producing inputs and/or products for farmers or other end-users, provided that  
the acreage leased by the lessee does not exceed 250 acres in the aggregate.
- (3) Controlling interest. – Possession of more than fifty percent (50%) of the  
ownership interest in an entity. The term also includes possession of fifty



\* H 4 6 3 - V - 3 \*

1 percent (50%) or less of the ownership interest in an entity if an owner directs  
2 the business and affairs of the entity without the requirement or consent of any  
3 other party.

4 (4) Interest. – Any estate, remainder, or reversion, or any portion of the estate,  
5 remainder, or reversion, or an option pursuant to which one party has a right  
6 to cause the transfer of legal or equitable title to agricultural land.

7 (5) Military installation. – Fort Bragg, Pope Army Airfield, Marine Corps Base  
8 Camp Lejeune, New River Marine Corps Air Station, Cherry Point Marine  
9 Corps Air Station, Military Ocean Terminal at Sunny Point, the United States  
10 Coast Guard Air Station at Elizabeth City, Naval Support Activity Northwest,  
11 Air Route Surveillance Radar (ARSR-4) at Fort Fisher, and Seymour Johnson  
12 Air Force Base, in its own right and as the responsible entity for the Dare  
13 County Bombing Range, and any facility located within the State that is  
14 subject to the installations' oversight and control.

15 (6) State-controlled enterprise. – A business enterprise, however denominated, in  
16 which a foreign government has a controlling interest.

17 **"§ 64-53. Adversarial foreign government acquisition of agricultural land prohibited.**

18 (a) Notwithstanding any provision of law to the contrary, no adversarial foreign  
19 government shall purchase, acquire, lease, or hold any interest in the following:

20 (1) Agricultural land.

21 (2) Land situated within a 25-mile radius of a military installation.

22 (b) Any transfer of an interest in land in violation of this section shall be void.

23 (c) The responsibility for determining whether an individual or other entity is subject to  
24 this Article rests solely with the adversarial foreign government and the State of North Carolina  
25 and no other individual or entity. An individual or other entity who is not an adversarial foreign  
26 government shall bear no civil or criminal liability for failing to determine or make inquiry of  
27 whether an individual or other entity is an adversarial foreign government."

28 **SECTION 2.** If any section or provision of this act is declared unconstitutional or  
29 invalid by the courts, it does not affect the validity of this act as a whole or any part other than  
30 the part so declared to be unconstitutional or invalid.

31 **SECTION 3.** This act becomes effective on January 1, 2024, and applies only to  
32 interests in land acquired on and after that date.



# Union County, NC

## Staff Report

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

---

**File #:** 24-832

**Agenda Date:** 12/2/2024

---

**TITLE:**

County Participation in Outside Events

**INFORMATION CONTACT:**

Commissioner Brian Helms

**ACTION REQUESTED:**

Potential action to prohibit the County, and County employees in their official capacity, from participation in certain outside events.

**PRIOR BOARD ACTIONS:**

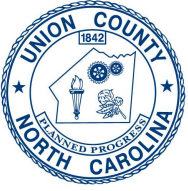
August 21, 2023, Regular Meeting - Board considered a motion concerning County participation in outside events at this meeting; however, it was not passed with a tie 2-2 vote.

**BACKGROUND:**

A motion concerning County participation in outside events was considered at the August 21, 2023, continued regular meeting of the Board. That motion was voted on at that time; however, the motion failed to pass with a 2-2 tie vote. This item is for discussion and potential action concerning prohibition of the County, and County employees in their official capacity, from participation in certain outside events.

**FINANCIAL IMPACT:**

None.



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

---

**File #:** 24-819

**Agenda Date:** 12/2/2024

---

**TITLE:**

Appointment of Commissioners to Boards and Committees

**INFORMATION CONTACT:**

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

**ACTION REQUESTED:**

Appoint Commissioners to fill positions on Boards and Committees.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

None.

**FINANCIAL IMPACT:**

None.



<b>Boards and Committees Appointments</b>	
Agricultural Advisory Board	
Catawba River Water Supply Project Governing Board	
Centralina Council of Governments	Vice Chair Brian W. Helms Alternate: All Commissioners
Centralina Economic Development Commission	
Economic Development Board of Advisors	Commissioner Melissa Merrell
Monroe-Union County Economic Development Commission	Two Commissioner Appointments* *Comm. Merrell currently serving
Fire Commission	Vice Chair Brian W. Helms
Human Services Board	
Job Ready Partnership Council	
Juvenile Crime Prevention Council	
Library Board of Trustees	
Local Emergency Planning Committee	
Charlotte Regional Transportation Planning Org.	Vice Chair Brian W. Helms Alternate:
Parks and Recreation Advisory Board	Commissioner Melissa Merrell
Rocky River Rural Planning Organization Transportation Advisory Committee	Commissioner Melissa Merrell Alternate:
South Piedmont Community College	Jerry Simpson (Re-appointed on June 3, 2024 – Term expires: June 30, 2028) (Does not require a new appointment)
School Liaison	Chairman Vice Chairman
Transportation Advisory Board (Transit System)	No Appointment made at 12/04/2023
Yadkin River Water Supply Project Advisory Board	*Two Commissioner Appointments Commissioner Melissa Merrell currently serving in one position
Partners Board of Directors	Commissioner David Williams (re-appointed June 3, 2024 – term expires June 30, 2027) (Does not require a new appointment)

BOARD OF DIRECTORS

CHAIR

Cliff Brumfield

Lincoln Economic Development Association – Executive Director

TREASURY/SECRETARY

Leslie Johnson

Assistant Manager,  
Mecklenburg County

Leigh Altman

Jenn Bosser

Page Castrodale

Randy Collins

Rod Crider

Tracy Dodson

Mike Downs

Greg Edds

Donny Hicks

David Hollars

Bob Hovis

Alan Kathman

Anna London

Candice Lowder

Patrick Lucitt

Beth Mull

Melanie O'Connell-

Underwood

Bill Thunberg

Jarvis Woodburn

EX-OFFICIO

Geraldine Ide Gardner

President & Chief

Operating Officer, Centralina EDD



Centralina

ECONOMIC DEVELOPMENT DISTRICT

Date: November 15, 2024

To: Lynn West, Clerk to the Board of Commissioners, Union County

From: Narissa Claiborne, Boards Administrator, Centralina Regional Council

RE: Board of Directors Appointment Recommendation Request

As a member of the Centralina Economic Development District (EDD) which provides regional coordination of economic development and federal grant services to support local investments, you hold two seats on the Board of Directors, which meets four times per year. You are currently represented by:

- Public Sector/Government (2-year term, Jan. 1, 2024 – Dec. 31, 2025):  
**Vacant.**
- Private Sector (3-year term, Jan. 1, 2024 – Dec 31, 2026): **Vacant.**  
**Formerly held by Mary Hogland from Spectrum Enterprises. Ms. Hogland resigned her seat in December 2022 and Centralina has not been informed of her replacement.**

We respectfully request that you provide recommendations to fill your current vacancies on the Board by Friday, December 20, 2024. To meet EDA federal requirements, your candidates must have established professional connections to local government, economic development organizations, workforce development and education institutions or private-sector industries. The specific categories for appointments are further defined below:

- Public Sector/Government representatives may be elected or appointed officials or county staff
- Private Sector representatives may be leaders from economic development organizations (not county departments), businesses, non-profits, educational institutions and/or workforce development organizations.

Board of Director recommendations are subject to approval by the Centralina Regional Council Executive Board. The Executive Board will review and approve recommendations at its **January 8<sup>th</sup> meeting** so that vacant seats can be filled ahead of the **April 17<sup>th</sup> Centralina EDD Board Meeting**. The Board meets on the following dates in 2025, from **4:00 PM to 5:30 PM**:

- **Thursday, January 16, 2025 (Annual Meeting)**
- **Thursday, April 17, 2025**
- **Thursday, June 26, 2025**
- **Thursday, October 16, 2025**

If we don't receive your recommendations or if you decline to make a recommendation, Centralina EDD may fill the vacant seats to maintain compliance with EDA federal requirements.

Should you have any questions about the Centralina EDD, the Board recommendation process or need an extension to meet your local procedures, please reach out to Geraldine Gardner, President & COO at [ggardner@centralina.org](mailto:ggardner@centralina.org) or 704-351-7130.