

Union County, NC

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



Meeting Agenda

Monday, December 8, 2025

6:00 PM

Board Room, First Floor

Board of Commissioners

Chair Melissa Merrell

Vice Chair Brian Helms

Commissioner Clancy Baucom

Commissioner Christina Helms

Commissioner Gary Sides

Visitor Advisory

Due to construction on the first floor of the UC Government Center, the primary entrance off Main Street Plaza is closed. Throughout construction, visitors should follow signage to enter or exit the facility. For meetings of the Board of County Commissioners, two temporary entrances will be available. Meeting attendees may enter via Main Street Plaza (near the intersection of W. Crowell St. and N. Stewart St.) or via the ground floor of the Government Center (off N. Church St.). To learn more about the project or view a project map, visit ucgov.info/PardonOurProgress.

Opening of Meeting - 6:00 PM

Invocation - Commissioner Gary Sides

Pledge of Allegiance

25-733

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.

25-734

Oaths of Office - Chair and Vice Chair

INFORMATION CONTACT:

Brian W. Matthews, County Manager

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.

Proclamations and Awards

25-621

Proclamation - Cervical Cancer Awareness Month

INFORMATION CONTACT:

Brian Matthews, County Manager, 704-292-2597

ACTION REQUESTED:

Adopt Proclamation proclaiming January 2026 to be Cervical Cancer Awareness Month in Union County.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

National Cervical Cancer Awareness Month was first recognized in 2002 and is observed every January. The U.S. Congress first introduced it in 1999 as a House Concurrent Resolution. Cervical Cancer Awareness Month is an annual observance held throughout the month of January. It is intended to raise awareness of cervical cancer and to promote research into its cause, prevention, diagnosis, treatment, survivorship and cure.

FINANCIAL IMPACT:

None.

Informal Comments

Public Hearing(s)

[25-748](#)**Public Hearing - Consider Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)****INFORMATION CONTACT:**

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

ACTION REQUESTED:

Hold Public Hearing.

PRIOR BOARD ACTIONS:

- 1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
- 2) October 20, 2025, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed \$696,000 paid over a 5-year period beginning in FY 2028

BACKGROUND:

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

promotion of business, and creation of job opportunities within Union County. The purchase consideration is \$4,267,900.00 in cash, subject to all easements, right of ways, and other restrictions of record. The Board of Commissioners has determined that the property subject to conveyance has a fair market value of \$4,267,900.00.

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

FINANCIAL IMPACT:

Union County would receive \$4,267,900.00 in cash in exchange for the land. The project would also bring a prospective \$40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of \$30.28 per hour into Union County.

Consent Agenda

25-716

Interlocal Agreement - Cabarrus County Detention Center

INFORMATION CONTACT:

Dorothy Thomas, Union County Sheriff's Office, Public Safety Finance Administrator, 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:

March 18, 2024, Regular Meeting, Agenda Item # 24-192 - Approved Initial Agreement.

BACKGROUND:

The Union County Detention Center has recently been operating at or near its overall inmate population capacity. In a proactive effort to alleviate potential overcrowding, and to allow for proper classification of its current inmate population, the Union County Sheriff's Office is requesting to enter into an agreement with the Cabarrus County Sheriff's Office to house ten (10) Union County inmates in the Cabarrus County Detention Facility. As NC jail code does not allow a Detention Center to exceed its current designed inmate capacity, the temporary relocation of these inmates will allow for a reduction in our overall inmate numbers and will allow for the proper separation of multiple defendants charged with the same crime. As part of this agreement, Union County agrees to reimburse Cabarrus County \$70 per day, per Union County inmate, and

will cover all related, out-of-pocket expenses directly related to those inmates.

FINANCIAL IMPACT:

Union County will reimburse Cabarrus County \$70 per day, per Union County inmate, and will cover all related, out-of-pocket expenses directly related to those inmates.

25-742

Contract - Taser Certification Bundles

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:

The Union County Sheriff's Office utilizes the Axon Taser as an effective less lethal tool in both the jail and throughout Union County, when a situation requires a heightened level of response. Taser 10 is the latest Taser platform to be released by the company. This new platform offers features that are not available on the platform currently utilized by the Agency, such as increased probe distance, which provides an increased safety buffer between themselves and the offender. The new platform also offers a virtual reality (VR) training tool using scenario-based simulations that mimic real world events. This gives deputies and detention officers the opportunity to better prepare for situations they might encounter. It also greatly reduces the need for training cartridges, which come at an additional cost. The need for cartridges may be alleviated altogether. The VR platform also gives the UCSO Training Bureau the ability to train more deputies in a reduced amount of time, since the VR platform has multiple scenarios available for training. This has the possibility of reducing overtime costs related to mandatory training hours. Axon provides a five-year support and maintenance plan following the year of implementation that includes a limited number of training cartridges, as well as duty carry cartridges, replacement of any Taser or component that breaks or fails and provides automatic upgrades in the case of technological changes.

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 Taser 10 Certification Bundles will be made using

Group Purchasing Program, National Purchasing Partners, Contract Number PS20270 as quoted by Axon.

FINANCIAL IMPACT:

The anticipated first-year cost for the Taser 10 Certification Bundles is \$225,520.94. Annual costs for years two through six will be \$330,429.98, for a total six-year cost of \$1,877,670.84. Funding is available in the adopted FY26 budget with future expenditures subject to annual BOCC budget appropriation.

25-744

Contract Renewal- Automated License Plate Readers, Cameras and Software

INFORMATION CONTACT:

Dorothy Thomas, Union County Sheriff's Office, Public Safety Finance Administrator, 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:

April 3, 2023, Regular Meeting, Agenda Item #23-179- Approved two-year initial contract for ten License Plate Readers and software.

BACKGROUND:

Flock Safety, Inc. is a large manufacturer for automated license plate readers (ALPRs) that capture computer-readable images of license plates for vehicles that pass cameras installed along the roadways. These high-tech devices allow law enforcement agencies to compare plate numbers against those of stolen cars, as well as identify vehicles connected to the commission of crimes. Over 70% of crimes committed involve the use of a vehicle. Flock Safety has the ability capture vehicles traveling at speeds up to 100 MPH and at a distance of 75 feet, regardless of the time of day. Once images are captured, the camera instantly uploads them into Flock's securely encrypted cloud server. Law enforcement can search by vehicle type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and more. With the Flock Safety network, our agency is not limited to cameras within Union County; we can connect and collaborate with adjacent agencies and nearby privately-owned cameras in neighborhoods to extend our reach and multiply our search capacity. Flock Safety's network provides centralized data collection, combined with sophisticated database search tools, retrospective searches, analysis, and movement tracking opportunities. Robust functionality allows law enforcement to access real-time information such as suspicious activity, intelligence reports, and analysis of vehicle behavior. The partnership between the Union County Sheriff's Office and Flock Safety has resulted in the identification of suspects involved in violent crimes leading to faster than

average case resolution. The contract that has been submitted includes a continuation of the current services provided by Flock Safety, as well as an expansion to include the Flock NOVA database. This database allows investigators to search for and research persons of interest and suspects in ongoing investigations. NOVA is a cross-platform design which integrates Flock's ALPRs into the database, which continuously adds and updates information. Many law enforcement agencies are migrating to this platform due to its ability to link information housed in the database to the active case files. FLOCK NOVA does not require licensed access, allowing utilization throughout the agency. Additionally, the proposal provides several live feed cameras that will be placed throughout the county, on the main thoroughfares. The UCSO's Real Time Crime Center will serve as the hub for the monitoring of those camera feeds. Most recently, the Sheriff's Office has contracted with Thomson Reuters West for database services like those outlined above. That contract has not been renewed and the budgeted funds, approximately \$32,000, will be allocated to the Flock Safety, Inc. Contract. The Union County Sheriff's Office has utilized the contractual services of Flock Group, Inc. for Automated License Plate Readers since April of 2022. Flock Group, Inc. has been effective and efficient in meeting our Automated License Plate Reader needs. The addition of the Flock NOVA database and live feed cameras will greatly enhance our investigative toolkit. The additional funding required to meet the full cost of the contract has been identified within the FY2026 budget, to include utilizing funds paid by the contract municipalities, as they will see a great deal of benefit from this upgraded technology. The Sheriff's Office has utilized the contractual services of Flock Safety for License Plate Reader Services since 2022. The vendor has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional two years and add the Flock NOVA Database.

FINANCIAL IMPACT:

The anticipated first-year cost for this service is \$145,600.00 and the anticipated second-year cost for this service is \$142,500.00. Since the contract term is for two years, a total of \$288,100.00 is estimated to be spent. Funding is available in the adopted FY26 budget with future expenditures subject to annual BOCC budget appropriation.

25-720

Interlocal Agreement - NC 84 and Potter Intersection Improvement

INFORMATION CONTACT:

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

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:

October 21, 2024, Regular Meeting, Agenda Item # 24-701 - Approved contribution of \$413,000 to the project

BACKGROUND:

The NCDOT approached Wesley Chapel and Union County in mid-2024 to explore their willingness to contribute local funds as part of a project submittal to the Charlotte Regional Transportation Planning Organization (CRTPO). This partnership was requested after the NCDOT determined the previously funded roundabout design would not accommodate projected traffic volumes. Both Union County and Wesley Chapel agreed to commit \$413,000 in October 2024 and the project was funded by CRTPO. This interlocal agreement documents Union County's fiscal commitment, with payment due during the construction phase of the project. The NCDOT is responsible for all costs that exceed the total estimated cost.

FINANCIAL IMPACT:

\$413,000 from Critical Intersection Capital Fund, likely not expected until FY28 or later.

25-738**Interlocal Agreement - Moores Park Water Main Extension****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 with Town of Indian Trail substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Water (UCW) Capital Improvement Plan (CIP) includes an annual allocation in the Water Rehabilitation & Replacement Program for the design and construction of water system improvements. The purpose of this interlocal agreement with the Town of Indian Trail is to equally share the construction costs for extending water lines to the Moores Park subdivision.

The estimated construction costs for the project is \$850,000.00. UCW will be responsible for an amount not to exceed \$425,000.00 based on an equal cost share (50%) of the total cost of the project. The Town of Indian Trail agrees to reimburse UCW in an amount not to exceed \$425,000.00 based on an equal share (50%) of the total cost of the project. UCW will work with the Procurement Department to issue an Invitation for Bid for the construction of the project upon execution of this interlocal agreement. A future Board action will be requested for the award of the

construction contract after bids are received.

FINANCIAL IMPACT:

None for this agreement. Funds are available within the Water Rehabilitation & Replacement Program to fund the construction bid award in the future.

25-632

Local Emergency Planning Committee

INFORMATION CONTACT:

Andrew Ansley, Emergency Management, Director, 704-283-3575

ACTION REQUESTED:

Approve the nomination of individuals as listed to the Union County Local Emergency Planning Committee (LEPC) for appointment by the North Carolina State Emergency Response Commission and re-appoint Andrew Ansley (Union Co. Emergency Management Director) as the Chair of the Union County LEPC for 2026.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Local Emergency Planning Committee is a federally mandated committee with membership from business, industry, first responders, media, hospitals, schools, environmental groups, universities and the public.

FINANCIAL IMPACT:

None.

25-690

Grant Application - FY2027 Alliance for Children-Smart Start Child Care Health Consultant Continued Grant Funding

INFORMATION CONTACT:

Traci Colley, Human Services Agency - Public Health Department, Director, 704-296-4801

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

Requests and appropriation of received funding from the Alliance for Children for this program is approved by the Board annually.

BACKGROUND:

The Human Services Agency, Public Health Department is seeking approval to apply for FY2027 Smart Start grant funding from the Alliance for Children to support our Child Care Health Consultant (CCHC) program. This program is available to childcare centers and parents that need a link to experts in the field of child health and safety. Childcare licensing regulations offer minimal standards for health care and safety in

NC childcare centers. CCHC staff are health care professionals with specialized training and expertise in child health issues who can provide expert guidance and technical assistance on a wide range of health and safety topics. The program has enabled Union County to implement strategies for the health and wellness of children from birth to five years of age, and research demonstrates this age sets the stage for the child's future success.

The Smart Start program has the potential to impact local childcare facilities that can benefit from access to health consultations, including health care plans, training and technical assistance on child health, safety, nutrition and child development. CCHC Registered Nurses have the training to implement health care plans and obtain appropriate resources to assist the childcare providers in successfully including children with special health care needs and/or behavioral needs.

FINANCIAL IMPACT:

In FY2026, Union County received \$91,500 in grant funding and the FY2027 amount is anticipated to remain approximately the same. The FY2027 financial cost to Union County is an in-kind contribution of 19%, which is typically provided by the Human Services Agency through County personnel and use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.

25-728

Grant Application - FY2027 Alliance for Children-Smart Start Peer Breastfeeding Support Continued Grant Funding

INFORMATION CONTACT:

Stephanie Starr, Human Services Agency - Community Support and Outreach, Director, 704-296-4302

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Human Services Agency Community Support and Outreach Department seeks approval to apply for FY2027 Smart Start grant funding to support the Peer Breastfeeding Support program. Part of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program, the Breastfeeding Support Program was established in 2000 and is available for at-risk pregnant women, breastfeeding women, and infants. The Program provides prenatal and postpartum support and education to WIC Program participants and Union County residents, which includes prenatal breastfeeding classes, one-on-one consults from

a breastfeeding peer counselor, an after-hours telephone hotline, and issuance of various breastfeeding supplies.

Breastfeeding is the recommended source of nutrition and preventative health care for the first six months of life and is recommended to be continued for at least one year. Many health and scientific organizations support the benefits of breastfeeding, which is associated with a decreased risk of acute otitis media, nonspecific gastroenteritis, asthma, lower respiratory infection, atopic dermatitis, obesity, childhood leukemia, type I and type II diabetes, necrotizing enterocolitis (NEC) and sudden infant death syndrome (SIDS) for infants and children. It is also prescribed for infants for a variety of reasons such as mal-absorption, congenital anomalies, feeding intolerance, gut priming and immunologic deficiencies. Lack of breastfeeding may be detrimental to maternal health, increasing the risk of developing certain chronic conditions and cancers, and may also lead to quicker additional pregnancies as women may not experience the fertility reduction associated with lactation amenorrhea that occurs when fully breastfeeding. Breastfeeding success is associated with accurate, up-to-date education and support.

Prenatal and postpartum breastfeeding promotion, education, and support are helpful in building confidence in new mothers, preparing them for what to expect when their infant arrives, and increasing duration and initiation rates. Breastfeeding Peer Counselors significantly improve initiation rates and have been shown to have a positive effect on duration of breastfeeding by providing support from someone who has also breastfed.

In FY2026, the Peer Breastfeeding Support Program received \$62,807. All funding was expended in FY2025, primarily for personnel-related expenses, and we expect the same in FY2026 and FY2027.

FINANCIAL IMPACT:

In FY2026, the Peer Breastfeeding Support Program received \$62,807 in grant funding and the FY2027 amount is anticipated to remain approximately the same. The FY2027 cost to Union County is an in-kind contribution of 19%, which is typically provided by the Human Services Agency through County personnel (WIC personnel and contracted services provided by WIC's regional breastfeeding coordinator) and \$6,400 for use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.

25-730

Grant Application - FY2027 Alliance for Children Subsidized Child Care Assistance Application for Funding

INFORMATION CONTACT:

Ashley Lantz, Human Services Agency - Social Services Department,
Director, 704-296-4380

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Human Service Agency Department of Social Services seeks approval to apply for FY27 Smart Start grant funding to support our Subsidized Child Care Assistance Program. North Carolina boasts one of the highest rates of working mothers with young children in the nation, making the availability of quality child care essential for the State's economic development and stability. Many of Union County's working families are struggling financially to meet the needs of their families. The availability of affordable, quality, legal and safe child care offers them financial support and relief as well as increases their likelihood of being successful in their jobs. By providing subsidized child care assistance to children in Union County, pre-school aged children can get a high-quality early childhood education which increases their chances of being healthy and more socialized. Additionally, early education enhances a child's ability to learn therefore they are better prepared for academic success when it is time for them to enter kindergarten.

In FY25, a total of 679 unduplicated children were served through the Subsidized Child Care Program. 105 of those children were funded with Smart Start Funds. The target population we serve with Smart Start Funds is pre-school aged (birth through age 5) residents of Union County, who are placed in a 5 star Union County child care facility or a 5-star child care home that has completed an agreement through NC FAST. One of our goals is to reach out and provide childcare assistance to as many eligible Union County families possible so they can become more financially stable in conjunction with strengthening each child's health, emotional development and educational foundation.

FINANCIAL IMPACT:

In FY26, we received a total of \$1,080,000 Smart Start funds for Subsidized Child Care Assistance, including \$155,000 for personnel and \$925,000 for direct purchase of services. For FY27, we are requesting a total of \$1,105,000 which includes \$155,000 for personnel and \$950,000 for direct purchase of services. No county funds are required. The FY2027 financial cost to Union County is an in-kind contribution of 19%, which is typically provided by the Human Services Agency through County personnel and use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.

25-745**Grant Application - FY2027 Alliance for Children-Smart Start Parenting Support and Nurturing Parent Program Continued Grant Funding****INFORMATION CONTACT:**

Stephanie Starr, Human Services Agency, Community Support and Outreach Director, 704-296-4302

ACTION REQUESTED:

- 1) Authorize the County Manager to submit the associated grant application and make necessary assurances and certifications associated with the grant application as substantially consistent with this agenda item, which includes the authorization to execute documents related to award of the grant and budget funds as appropriate. 2) Upon receipt of the grant award, recognize, receive, and appropriate the awarded amount to the Community Support and Outreach budget.

PRIOR BOARD ACTIONS:

Requests and appropriation of received funding from the Alliance for Children for this program is approved by the Board annually.

BACKGROUND:

The Human Services Agency's Department of Community Support and Outreach seeks approval to apply for FY2027 Smart Start funding from the Alliance for Children to support our Parenting Support and Nurturing Parenting (PSNP) Program. The Program, currently in its 12th year of administration by the County, is available for at-risk parents of children ages birth to five years old who struggle with the parenting role or whose children are experiencing the early stages of child maltreatment and need intervention and treatment. The 13-session PSNP program meets weekly to help participating parents gain a better understanding of their infants, toddlers, and preschoolers as they grow and teach them self-worth, empowerment, and the importance of nurturing and its effect on others. Through self-awareness and skill-building activities, parents increase empathy, develop realistic expectations of children and appropriate family roles, and learn positive discipline practices.

Staff provided 722 parent sessions in FY2025 and 217 sessions in FY2026 to date. The program tracks parents who complete all sessions and successfully graduate, boasting a current success rate of 91.8% with a total of 471 parents who have completed the full 13-week program throughout its 14-year history. The estimated savings/economic impact to our community resulting from these parents' successful program completion is roughly \$438,568,200, which factors in the approximate costs of CPS Social Workers and their 0-5-year-old caseloads, the lifetime cost of child maltreatment, and the cost of the Parenting Support and Nurturing Parenting program itself. The Program impacts local child maltreatment recidivism rates, thus affecting the generational ripple effect on families and is a valuable investment that produces high returns for our children and community.

FINANCIAL IMPACT:

In FY2026 Union County received \$144,655 in grant funding; the FY2027 amount is anticipated to be \$174,000. The FY2027 cost to Union County is an in-kind contribution of 19%, which is anticipated to include supervision expenses of \$8,060 and \$25,000 for use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.

25-721**October 2025 NCVTS Motor Vehicle Tax Report****INFORMATION CONTACT:**

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

ACTION REQUESTED:

Approve the October 2025 NCVTS Motor Vehicle Tax Refund Report.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

FINANCIAL IMPACT:

\$3,397.65

25-722**Grant Application - North Carolina Department of Environmental Quality - Helene Recovery Recycling Infrastructure****INFORMATION CONTACT:**

Caleb Sinclair, Solid Waste, Director, 704-296-4234

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The purpose of this grant program is to assist Hurricane Helene-impacted local governments with the implementation, expansion, recovery, and improvement of waste reduction programs in western North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Helene Recovery Recycling Infrastructure (HRRRI) grant program through funding from the United States Environmental Protection Agency (EPA), Grant D1-05D52025, Hazardous Waste Management State Program Support (66.801) through the American Relief Act of 2025. Successful applicants to the Helene Recovery Recycling Infrastructure

grant program will enter into contracts with NCDEQ (the pass-through entity) to become subrecipients of the EPA grant.

The Union County department of Solid Waste is committed to providing environmentally responsible and cost-effective waste management solutions and infrastructure for the residents of Union County. We are seeking a \$4,306,100 grant to expand our recycling infrastructure which will increase yard waste processing capacity, increase beneficial compost production and enhance safety, program efficiency and public access, at residential waste and recycling centers throughout Union County.

Union County manages an average of 6,300 Tons of yard waste annually. This grant will make possible the revitalization of Union County's composting program as it will make equipment available for processing and composting material on-site on a much greater scale. Currently, this waste material is processed, hauled and disposed off-site by a contract service provider. Equipment made available through the HRRI grant award will position the Union County department of Solid Waste to have the throughput processing capacity to manage increased volumes of material when needed to assist our region with storm generated material if/when future events impact our area. This project will create increased processing capacity for yard waste for Union County and will produce beneficial compost material and save the Solid Waste program approximately \$300,000 annually in contract costs.

Elements of this grant project scope include improvements to recycling convenience centers which will improve public access, enhance safety and efficiency to the collection and transportation of traditional recyclables and E-Waste.

FINANCIAL IMPACT:

Grant request for \$4,306,100

25-727

Grant Application - Gary Sinise Foundation First Responder Outreach

INFORMATION CONTACT:

Jon Williams, Fire Marshal's Office, Fire Marshal, 980-699-8880

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Gary Sinise Foundation provides grants to first responder departments for essential equipment and training through its First

Responder Outreach Grant program. There are currently known areas in Union County where radio coverage is insufficient, preventing reliable communication among first responders. The Fire Marshal's office seeks to purchase (2) digital vehicle repeater systems, which are crucial technology in modern public safety communications. They bridge the gap between portable radios and wide area radio networks, ensuring first responders maintain reliable communication in places where normal coverage drops off. Grant amount requested will be approximately \$60,643.

FINANCIAL IMPACT:

There is no County match required for this grant so no cost to the County.

25-739

Capital Project Ordinance Amendments - South Piedmont Community College Aseptic Training Center Construction Project

INFORMATION CONTACT:

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

ACTION REQUESTED:

Adopt Capital Project Ordinance Amendments 184A and 314D.

PRIOR BOARD ACTIONS:

- 1) June 30, 2016 - Approved CPO 184 as part of the Capital Improvement Project (CIP) Adopted Budget for FY 2017.
- 2) September 19, 2022, Regular Meeting, Agenda Item # 22-657 - Approved CPO 314 for construction of the SPCC Aseptic Training Center.
- 3) February 19, 2024, Regular Meeting, Agenda Item # 24-114 - Approved CPO Amendment 314A.
- 4) May 6, 2024, Regular Meeting, Agenda Item # 24-263 - Approved CPO Amendment 314B.
- 5) May 19, 2025, Regular Meeting, Agenda Item # 25-286 - Approved CPO Amendment 314C.

BACKGROUND:

As part of the Adopted CIP Budget for FY 2017, Capital Project Ordinance (CPO) 184 was established for SPCC projects, including two projects for parking lot construction (80079) and resurfacing (80078), totaling \$812,000. CPO 314 for the construction of the Aseptic Training Center (80179) was first adopted in May 2022 and has been amended three times (as referenced above), with a current balance of \$6,175,100.

SPCC would like to transfer funds from the parking projects above (80078 and 80079) to the Aseptic Training Center construction project (80179), and complete all of these items as part of a larger single project totaling \$6,987,200. Approval of CPO amendments 184A and 314D is required to facilitate this transfer of funds and completion of the project.

FINANCIAL IMPACT:

None.

25-740

Interlocal Agreement - Town of Marshville Community Development Block Grant Park Lighting and Fencing Project

INFORMATION CONTACT:

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County has prepared an Interlocal Agreement with the Town of Marshville to support park improvements funded through the Community Development Block Grant (CDBG) program. The County receives CDBG funds from HUD and will administer lighting, fencing, and related safety and accessibility upgrades at a public park located on Olive Branch Road in Marshville. These improvements meet the CDBG national objective of benefiting low- and moderate-income residents.

Under the agreement, Union County will retain full responsibility for procurement, environmental review, financial management, monitoring, reporting, and overall compliance with federal grant requirements. The Town of Marshville will cooperate by providing site access, coordinating work, supporting community engagement, and assuming responsibility for all ongoing maintenance and operation of the improvements once the project is complete. The Town will not receive or directly expend CDBG funds.

A separate project agreement will be executed for contracted construction services. The interlocal agreement outlines each party's obligations, indemnification provisions, term, termination rights, and compliance with applicable federal and state regulations.

FINANCIAL IMPACT:

None.

25-741**Purchase - Community Development Block Grant Marshville Municipal Park Lighting****INFORMATION CONTACT:**

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County received a turnkey proposal from Musco Sports Lighting, LLC for new LED lighting at Marshville Municipal Park, supporting baseball, softball, and tennis/basketball facilities. The quote was procured through the Sourcwell cooperative purchasing contract (041123-MSL), for which Union County is an active member.

The scope includes demolition of existing wooden poles/fixtures, installation of Musco's Light-Structure System™ with Total Light Control (TLC-LED™) technology, new electrical service components, signed/sealed engineering drawings, permitting, and required MWBE participation (35%). The system includes a 25-year warranty covering all maintenance, labor, materials, and communication costs via Musco's Control Link monitoring system.

Total Project Cost (Turnkey): \$1,125,000

- Musco materials and pole modifications: \$707,000
- Installation (includes 35% MWBE): \$395,000
- Estimated USE tax: \$23,000
-

This project supports the planned CDBG-funded park improvements in partnership with the Town of Marshville and aligns with the lighting needs for Fields #1-3 and the tennis/basketball courts.

FINANCIAL IMPACT:

Union County CDBG program will be expending \$1,125,000 of its federal funds in a HUD Qualified Census Tract area on Parks and Recreation equipment. Completing this project will push the CDBG program towards compliance with HUD Timeliness and meeting the mission of CDBG in Union County.

25-725

Bid Award and Construction Contract - Union County Progress Building Roof Replacement

INFORMATION CONTACT:

Linda Whitaker, Facilities and Fleet Management, Assistant Director Design and Construction, 704-420-2626

ACTION REQUESTED:

1) Award contract to Dry-Tech Commercial Roofing Services in the amount of \$116,654.78; 2) authorize the County Manager to i) negotiate and execute an agreement substantially consistent with this agenda item, ii) exercise any renewal or extension term options set forth in the agreement, and iii) terminate the agreement if deemed in the best interest of Union County, each in the County Manager's discretion; and 3) adopt Resolution Providing Notice of Construction of the Union County Progress Building Roof Replacement.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The project scope of work entails replacing the existing stone ballast

EPDM roof, metal roof coping, metal flashing, gutters and downspouts on the administrative building with a modified bitumen flat roof system as a part of scheduled life cycle replacement.

On October 9, 2025, Procurement and Contract Management partnered with Facilities and Fleet Management to issue an Invitation for Bids, IFB 2025-052. On November 6, 2025, six (6) bids for the titled project were received and processed. All bids were tabulated, reviewed and certified by Gensler. The bids ranged from \$116,654.78 - \$155,625.00; staff recommends the project be awarded to the lowest, responsive, responsible bidder, Dry-Tech Commercial Roofing Services, in the amount of \$116,654.78.

FINANCIAL IMPACT:

Funding is available within the adopted capital account - Facilities Repair and Renovation, 40080069, to support the construction contract amount of \$116,654.78

25-743

Contract - UC Jail Rooftop HVAC Replacement Units

INFORMATION CONTACT:

Linda Whitaker, Facilities & Fleet Management, Assistant Director of Design and Construction, 704-420-2626

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:

Project to replace 13 Rooftop HVAC Units at the Union County Jail. Includes labor and materials, program, installation, testing, warranty and training for the system operators. Pricing indicates a full Turnkey project, including but not limited to engineering, management, equipment, testing, adjusting and balancing.

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 UC Jail Rooftop HVAC Replacement Units and Installation will be made using OMNIA Group Purchasing Program) Trane's OMNIA Contract #3341- Project ID- F1-262533-25-003 quoted by Trane U.S. Inc.

FINANCIAL IMPACT:

The anticipated cost for the UC Jail Rooftop HVAC Replacement Units and Installation is \$498,830.00 and is budgeted accordingly for FY26.

25-726**Amendment to the Union County Procurement Policy****INFORMATION CONTACT:**

Corey Brooks, Procurement and Contract Management, Interim Director,
704-283-3683

ACTION REQUESTED:

Adopt the Amendment to the Union County Procurement Policy.

PRIOR BOARD ACTIONS:

- 1) June 5, 2023, Regular Meeting, Agenda Item #23-335 - Policy Approved
- 2) August 11, 2025, Regular Meeting, Agenda Item #25-518 - Policy Amendment Approved

BACKGROUND:

On February 14, 2025, the Board of Commissioners approved adopting an updated Union County Procurement Policy to ensure compliance with all applicable state and federal procurement regulations. The proposed amendment modifies Appendix A - Procurement Procedures with Federal Funds to align the County's policy with recent regulatory changes issued by the Federal Acquisition Regulatory (FAR) Council, which increase the Simplified Acquisition Threshold (SAT) from \$250,000 to \$350,000, effective October 1, 2025.

This federal threshold is incorporated by reference into 2 C.F.R. §200.1 and §200.320 of the Uniform Guidance, which governs procurement standards for federally funded projects. The amendment ensures Union County remains in compliance with current federal procurement requirements and allows departments utilizing federal financial assistance to conduct simplified acquisitions up to the new \$350,000 limit while maintaining all other safeguards and approval processes outlined in the County's Procurement Policy.

FINANCIAL IMPACT:

None.

25-729**Resolution - Surplus Vehicle Sale****INFORMATION CONTACT:**

Corey Brooks, Procurement & Contract Management, Interim Director,
704-283-3683

ACTION REQUESTED:

Adopt a Resolution Authorizing the Sale of Personal Property.

BACKGROUND:

Union County currently has five (5) vehicles to be disposed of as scrap. The vehicles are County-owned units that reached the end of their useful lives and were subsequently used for training exercises, which rendered them unsuitable for re-sale through normal surplus channels. Additional

vehicle information can be found on Attachment A.

FINANCIAL IMPACT:

Estimated revenue is \$500. The revenue will be returned to the fund from which the asset came.

25-706

Banking Resolutions and Signature Cards

INFORMATION CONTACT:

Beverly Liles, 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.

25-751

Contract - Auditing Services Amendment

INFORMATION CONTACT:

Beverly Liles, Finance, Director, 704-283-3674

ACTION REQUESTED:

Authorize the Chair to the Board 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 Chair's discretion.

PRIOR BOARD ACTIONS:

1) April 18, 2022, Regular Meeting, Agenda Item #22-212 - Approved FY22 Financial Audit Contract

2) May 5, 2023, Regular Meeting, Agenda Item #23-236 - Approved FY23 Financial Audit Contract

3) April 1, 2024, Regular Meeting, Agenda Item #24-209 - Approved FY24 Financial Audit Contract

4) March 17, 2025, Regular Meeting, Agenda Item #25-136 - Approved FY25 Financial Audit Contract

BACKGROUND:

This request is to extend the terms of the FY 2025 contract for auditing services with Cherry Bekeart, LLP. This extension is due to the Federal Government shutdown and the fact that the Compliance Supplement for federal grants were not available prior to the shutdown for FY 2025. Therefore, the auditors were not able to complete the federal and state

grant single audit testing for FY 2025 as they normally are able to do so for each fiscal year.

The NC State Treasurer's Office and the Local Government Commission are requiring counties in NC to extend the terms of the contracts with their audit firms to allow additional time for auditors to be able complete the federal and state grant testing. The expectation is that the auditors will have this completed in the January timeframe since the Federal Government recently released the final Compliance Supplement for single audit testing of federal grant programs.

This amendment will extend the terms through February 12, 2026.

FINANCIAL IMPACT:

None.

25-746

Employees' Bonds

INFORMATION CONTACT:

Mike Farrar, Security & Risk Management, Risk & 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.

25-747

Elected Officials' Bonds

INFORMATION CONTACT:

Mike Farrar, Security & Risk Management, Risk & Safety Program Manager, 704-283-3592

ACTION REQUESTED:

Approve bond amounts for the Sheriff (\$5,000) and 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 Sheriff is \$5,000. The bond for the Register of Deeds is \$25,000.

FINANCIAL IMPACT:

\$325.00 for a four-year term (expiring December 2026) for the Sheriff bond. \$88.00 paid annually for the Register of Deeds bond.

25-750**Resolution - Adopt Board of Commissioners' 2026 Regular Meeting Schedule****INFORMATION CONTACT:**

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

ACTION REQUESTED:

Adopt the Resolution for the Regular Meeting Schedule of the Union County Board of Commissioners for 2026.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This resolution is for the adoption of the Board of Commissioners' meeting schedule for 2026, which includes its regular meetings as shown on "Attachment A" to the resolution.

FINANCIAL IMPACT:

None.

Information Only**25-711****Human Resources Reports for October 2025****INFORMATION CONTACT:**

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

FINANCIAL IMPACT:

None.

25-712**Monthly Update - Wastewater Treatment Capacity****INFORMATION CONTACT:**

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

Twelve Mile Creek

Percent of Actual Flows	= 69.9%
• Percent of Actual + Permitted Flows	= 89.0%
• Actual Flows (MGD)	= 5.243
• Actual + Permitted Obligated Flows (MGD)	= 6.675

Crooked Creek

• Percent of Actual Flows	= 59.8%
• Percent of Actual + Permitted Flows	= 86.5%
• Actual Flows (MGD)	= 1.137
• Actual + Permitted Obligated Flows (MGD)	= 1.644

Olde Sycamore

• Percent of Actual Flows	= 26.0%
• Percent of Actual + Permitted Flows	= 26.0%
• Actual Flows (MGD)	= 0.039
• Actual + Permitted Obligated Flows (MGD)	= 0.039

Tallwood

• Percent of Actual Flows	= 44.0%
• Percent of Actual + Permitted Flows	= 44.0%
• Actual Flows (MGD)	= 0.022
• Actual + Permitted Obligated Flows (MGD)	= 0.022

Grassy Branch

• Percent of Actual Flows	= 84.0%
• Percent of Actual + Permitted Flows	= 86.0%
• Actual Flows (MGD)	= 0.042
• Actual + Permitted Obligated Flows (MGD)	= 0.043

In addition to the wastewater treatment capacities, flow volumes associated with development projects that are in the planning and review process within the Twelve Mile Creek and Crooked Creek WRF service

areas are provided for information as well. Development flow volumes through October 2025 are summarized in the attached tables.

FINANCIAL IMPACT:

None.

25-718

Tax Collector's Departmental Report for October 2025

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This report reflects the totals of all tax transactions within the Tax Collector's Office for the month of October 2025 as required by NCGS 105-350(7).

FINANCIAL IMPACT:

None.

25-723

Tax Refunds, Releases and Prorations Approved by Finance Officer

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

FINANCIAL IMPACT:

None.

25-724

FY2026 Budget Transfers Reporting - 1st Quarter

INFORMATION CONTACT:

Blake Hart, Assistant Director, Budget & Grants Management,
704-283-3674

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Per section XV, XVI, XVII, XVIII, XIX, and XX of the FY 2026 Adopted Operating and Capital Budget Ordinance, management reports the following County Manager Budget Amendments (CMBA) made by the County Manager for the first quarter of fiscal year 2026.

CMBA 1: To transfer funds from the FY 2026 Class & Compensation Phase 3, to implement phase 3 of the Class & Compensation Plan in the General, Water and Sewer and Solid Waste funds.

CMBA 2: Transfer funds from the UCSO Central Vehicle Allocation to the Sheriff's Office for the purchase of vehicles and associated upfit equipment.

CMBA 3: To appropriate 2025 Charlotte Regional Transportation Planning Organization (CRTPO) funds and municipal contributions for Critical Intersection Design Projects.

CMBA 4: Transfer Centralized Revenues & Expenditures Vehicle Capital Outlay funds to the departments receiving the approved vehicle replacements: HS - Social Services, the Fire Marshal's Office, and Fleet Services.

CMBA 5: To appropriate revenues and expenses received through a Duke Energy Foundation grant for storm preparedness and natural disaster readiness.

CMBA 6: To roll ARPA enabled funds for the Well Rehabilitation program. Project will provide needed repairs to a resident.

CMBA 7: To appropriate revenue and fund balance/retained earnings for outstanding contracts, purchase orders and available project/program balances for expenditures, projects and programs of fiscal year 2026.

FINANCIAL IMPACT:

None.

Business**[25-749](#)****Consider Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)****INFORMATION CONTACT:**

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

- 1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
- 2) October 20, 2025, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed \$696,000 paid over a 5-year period beginning in FY 2028
- 3) December 8, 2025, Regular Meeting, Agenda Item #25-748 - Public Hearing Conducted on conveyance of real property.

BACKGROUND:

The Union County Economic Development Department started conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company has submitted an offer of \$4,267,900, being \$70,000 per acre. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1(the specific parcel considered for sale is Union County Tax Parcel #09372003D). McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The purchase consideration is \$4,267,900.00 in cash, subject to all easements, right of ways, and other restrictions of record. The Board of Commissioners has determined that the property subject to conveyance has a fair market value of \$4,267,900.00.

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

FINANCIAL IMPACT:

Union County would receive \$4,267,900.00 in cash in exchange for the

land. The project would also bring a prospective \$40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of \$30.28 per hour into Union County.

25-736**Rezoning Petition RZ-2025-010 Haney****INFORMATION CONTACT:**

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

ACTION REQUESTED:

Approve or deny proposed rezoning

PRIOR BOARD ACTIONS:

November 17, 2025, Agenda Item 25-686, Conduct public hearing

BACKGROUND:

This case is requesting to rezone one parcel totaling 0.51 acres appearing on the tax map as tax parcel 091-31-001 located on Pageland Highway from RA-40 to HC (Highway Corridor). The rezoning request is a "straight" rezoning, so there are no conditions associated with this request.

The Land Use Board evaluated this proposal at its October 21 meeting and recommended approval on a 5-1 vote, citing consistency with the land use map.

A public hearing was conducted November 17, 2025, and no one spoke for or against the proposed rezoning.

FINANCIAL IMPACT:

None.

25-737**Rezoning Petition CZ-2024-005 Secrest****INFORMATION CONTACT:**

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

ACTION REQUESTED:

Approve or deny proposed rezoning

PRIOR BOARD ACTIONS:

November 17, 2025, Agenda Item 25-685, Conduct public hearing

BACKGROUND:

This case is requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres outside of road right of way appearing on the tax map as tax parcel 07-042-002A along Secrest Short Cut Road from R-20 to B-4 with Conditions. The flea market incorporated a special use permit approval as part of this rezoning. The rezoning will include the following conditions:

- 1) Limited to site plan dated August 17, 2025
- 2) Uses limited to flea market and driving school
- 3) Owner will construct improvements to Secrest Short Cut as

required by NCDOT

- 4) Five-year vesting of development rights
- 5) Development will meet all requirements of the Union County Unified Development Ordinance as of the date of approval

The Land Use Board evaluated this proposal at its October 21 meeting and recommended denial on a 5-1 vote, noting flood and noise concerns. One member of the public spoke and expressed concern over noise and traffic impacts.

A public hearing was held November 17, 2025, and no one spoke for or against this proposed rezoning.

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 #: 25-733

Agenda Date: 12/8/2025

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

File #: 25-734

Agenda Date: 12/8/2025

TITLE:

Oaths of Office - Chair and Vice Chair

INFORMATION CONTACT:

Brian W. Matthews, County Manager

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.



Union County, NC

Staff Report

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

File #: 25-621

Agenda Date: 12/8/2025

TITLE:

Proclamation - Cervical Cancer Awareness Month

INFORMATION CONTACT:

Brian Matthews, County Manager, 704-292-2597

ACTION REQUESTED:

Adopt Proclamation proclaiming January 2026 to be Cervical Cancer Awareness Month in Union County.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

National Cervical Cancer Awareness Month was first recognized in 2002 and is observed every January. The U.S. Congress first introduced it in 1999 as a House Concurrent Resolution. Cervical Cancer Awareness Month is an annual observance held throughout the month of January. It is intended to raise awareness of cervical cancer and to promote research into its cause, prevention, diagnosis, treatment, survivorship and cure.

FINANCIAL IMPACT:

None.

PROCLAMATION BY THE UNION COUNTY BOARD OF COMMISSIONERS
CERVICAL CANCER AWARENESS MONTH 2026

WHEREAS, in North Carolina, in 2025, more than 428 women will be diagnosed with invasive cervical cancer and over 135 women will die of cervical cancer according to estimates from the North Carolina Department of Health and Human Services; and

WHEREAS, the National Cancer Institute says that the five-year survival rate of individuals diagnosed with cervical cancer is 67.4 percent, due to improved treatment, early diagnosis and vaccinations; and

WHEREAS, cervical cancer incidence rates and death rates are still high among certain populations in the United States, according to the National Institutes of Health, largely due to limited access to cervical cancer screening and vaccinations; and

WHEREAS, the Union County Public Health Breast and Cervical Cancer Control Program provides free breast and cervical cancer screening and follow-up services for women who meet the financial qualifications set by the state of North Carolina; and

WHEREAS, the Union County Board of Commissioners recognizes cervical cancer awareness and encourages all residents to recognize that cervical cancer is treatable, and that routine screening and HPV vaccinations can save lives; and

WHEREAS, the results from a simple Pap test and HPV co-test can be used to help prevent cervical cancer or detect cervical cancer in its earliest and most curable stage; and

WHEREAS, patient advocacy organizations, like Cervivor, inspire and empower those affected by cervical cancer by educating and motivating them to use their voices for creating awareness to end stigma, influence decision and change, and end cervical cancer;

NOW, THEREFORE, BE IT PROCLAIMED by the Union County Board of Commissioners that January 2026 shall be known as "Cervical Cancer Awareness Month" in Union County, North Carolina.

Adopted the 8th day of December 2025.

ATTEST:

Lynn G. West, Clerk to the Board

Chair
Union County Board of Commissioners



Union County, NC

Staff Report

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

File #: 25-748

Agenda Date: 12/8/2025

TITLE:

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

INFORMATION CONTACT:

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

ACTION REQUESTED:

Hold Public Hearing.

PRIOR BOARD ACTIONS:

- 1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
- 2) October 20, 2025, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed \$696,000 paid over a 5-year period beginning in FY 2028

BACKGROUND:

The Union County Economic Development Department started conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company has submitted an offer of \$4,267,900, being \$70,000 per acre. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1(the specific parcel considered for sale is Union County Tax Parcel #09372003D). McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The purchase consideration is \$4,267,900.00 in cash, subject to all easements, right of ways, and other restrictions of record. The Board of Commissioners has determined that the property subject to conveyance has a fair market value of \$4,267,900.00.

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

FINANCIAL IMPACT:

Union County would receive \$4,267,900.00 in cash in exchange for the land. The project would also bring a prospective \$40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of \$30.28 per hour into Union County.



Union County, NC

Staff Report

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

File #: 25-716

Agenda Date: 12/8/2025

TITLE:

Interlocal Agreement - Cabarrus County Detention Center

INFORMATION CONTACT:

Dorothy Thomas, Union County Sheriff's Office, Public Safety Finance Administrator, 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:

March 18, 2024, Regular Meeting, Agenda Item # 24-192 - Approved Initial Agreement.

BACKGROUND:

The Union County Detention Center has recently been operating at or near its overall inmate population capacity. In a proactive effort to alleviate potential overcrowding, and to allow for proper classification of its current inmate population, the Union County Sheriff's Office is requesting to enter into an agreement with the Cabarrus County Sheriff's Office to house ten (10) Union County inmates in the Cabarrus County Detention Facility. As NC jail code does not allow a Detention Center to exceed its current designed inmate capacity, the temporary relocation of these inmates will allow for a reduction in our overall inmate numbers and will allow for the proper separation of multiple defendants charged with the same crime. As part of this agreement, Union County agrees to reimburse Cabarrus County \$70 per day, per Union County inmate, and will cover all related, out-of-pocket expenses directly related to those inmates.

FINANCIAL IMPACT:

Union County will reimburse Cabarrus County \$70 per day, per Union County inmate, and will cover all related, out-of-pocket expenses directly related to those inmates.



CABARRUS COUNTY SHERIFF'S OFFICE

Van W. Shaw, Sheriff

Public Safety through Professionalism and Integrity

Interlocal Detention Center Agreement

This Interlocal Detention Center Agreement ("Agreement") is entered into effective March 06, 2024, by and between **Union County, North Carolina**, a political subdivision of the state of North Carolina, with its principal place of business at 3344 Presson Road, Monroe N.C. 28112 ("Union County") and **Cabarrus County, North Carolina** a political subdivision of the state of North Carolina, with its principal place of business at 65 Church Street South, PO Box 707, Concord, N.C. 28025 ("Cabarrus County").

Whereas, Union County has a need to separate multiple defendants charged with the same crime, and to alleviate jail overcrowding, which would require a reduction of the inmate population; and

Whereas, Cabarrus County is not currently experiencing overcrowding of its inmate detention facilities and on occasion, has space available to house additional inmates; and

Whereas, Union County has requested that Cabarrus County consider housing certain Union County inmates and Cabarrus County has agreed to do so, all in accordance with the terms and conditions of this Agreement, and

Whereas, this Agreement is authorized pursuant to North Carolina General Statute Chapter 160A-460 et.seq.

Now therefore, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Housing Facilities.** Cabarrus County will provide inmate detention facilities for certain Union County detainees and prisoners (hereafter, "Inmate(s)") in Cabarrus County's Detention Center ("Center") located at 30 Corban Avenue SE, Concord, N.C. and houses the inmates detained for pre-trial and sentenced inmates confined to Cabarrus County. Cabarrus County will provide the same standard of care with regard to surveillance, security, and protection of inmates as is afforded Cabarrus County detainees and prisoners.
2. **Overcrowding of Center.** In the event the Center reaches maximum capacity, Cabarrus County shall not be required to accept any Inmates until such time as the Center has enough available space to accept additional inmates. The Detention Center presently has 473 beds available for use, although due to classification of inmates, the actual number is slightly lower. Because of this, Cabarrus County can require Union County to pick up Inmates housed in the Center.

3. **Expenses.** As reimbursement of general room and board expenses, Union County agrees to pay Cabarrus County the sum of seventy dollars (\$70.00) per day per Union County inmate housed in the Center.

In addition to room and board expenses, Union County will reimburse Cabarrus County for the cost of ordinary and extraordinary medical costs and expenses attributable to any Inmate, including without limitation the following:

- a. Medical care provided to any inmate as a result of hospitalization
- b. Ordinary expenses for Inmate medical care including all expenses for any illnesses as an outpatient or inpatient of the Center Infirmary.
- c. The cost of replacing eyeglasses and dental prosthetic devices. Replacement will be made only if the inmate was using the damaged or lost eyeglasses or dental device at the time of commitment to the center, the eyeglasses or dental devices broken or lost while the inmate is incarcerated at the Center, and only upon prior approval of Cabarrus County.
- d. The cost of any other out of pocket expense that occurs with a Union County inmate.

4. **Limitation On Number of Inmates.** Union County shall be permitted to house no more than ten (10) inmates in the Center.

5. **Restrictions on Inmates Offenses/Medical Condition.** Inmates housed in the Center must be serving misdemeanor, civil sentences, pretrial, or sentenced confinement. In addition, Union County will not transport any Inmate to the Center who has a known serious medical condition. Each inmate shall have a medical clearance form stating that they have been cleared medically by the medical staff of the Union County Detention Center and approved by the medical staff of the Cabarrus County Detention Center prior to arrival.

6. **Transportation of Inmates.** The Union County Sheriff's Office shall be responsible for transporting any Union County inmate to and from the Center.

7. **Payment Terms.** Each month the Inmates are incarcerated at the Center, Cabarrus County shall invoice Union County for all costs and expenses attributable to the Inmates by the fifteenth (15th) day of each month. Union County shall pay such invoice by the last day of each month.

8. **Removal of Disruptive Inmates.** If in the opinion of the Cabarrus County Sheriff's Office, any Inmate becomes unduly disruptive or becomes such a disciplinary problem as to interfere with the orderly operation of the Center, the Cabarrus County Sheriff's Office will notify the Union County Sheriff's Office and the Union County Sheriff's Office will pick up the disruptive Inmate immediately.

9. **Term of Agreement.** The initial term of this Agreement expired at midnight, June 30, 2025. The Agreement is renewed effective July 1st 2025 and expires at midnight, June 30th, 2026. It may be renewed at the expiration of this agreement, by mutual written agreement of the parties hereto. However, in the event either party hereto deems it necessary to terminate this Agreement for whatever reason, this Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party at the address set forth in this Agreement.

10. **Amendments and Modifications.** This Agreement may only be modified in writing, signed by the parties hereto. However, Cabarrus County and Union County agree that the Sheriff's Office of both counties may attach exhibits or supplements to this Agreement pertaining solely to specific procedures for the transport, acceptance and discharge of Inmates, provided the terms of such supplements or exhibits are not in contradiction to the terms and conditions of this Agreement.


11. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not deemed to be a controlling part of this Agreement.

In Witness hereof, the parties hereto have executed this Agreement in duplicate originals, effective the date set forth above.

Cabarrus County, North Carolina

Read and Agreed to:

Cabarrus County Sheriff's Office



Van Shaw, Cabarrus County Sheriff

Union County, North Carolina

Read and Agreed to:

Union County Sheriff's Office

Eddie Cathey, Union County Sheriff



Union County, NC

Staff Report

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

File #: 25-742

Agenda Date: 12/8/2025

TITLE:

Contract - Taser Certification Bundles

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:

The Union County Sheriff's Office utilizes the Axon Taser as an effective less lethal tool in both the jail and throughout Union County, when a situation requires a heightened level of response. Taser 10 is the latest Taser platform to be released by the company. This new platform offers features that are not available on the platform currently utilized by the Agency, such as increased probe distance, which provides an increased safety buffer between themselves and the offender. The new platform also offers a virtual reality (VR) training tool using scenario-based simulations that mimic real world events. This gives deputies and detention officers the opportunity to better prepare for situations they might encounter. It also greatly reduces the need for training cartridges, which come at an additional cost. The need for cartridges may be alleviated altogether. The VR platform also gives the UCSO Training Bureau the ability to train more deputies in a reduced amount of time, since the VR platform has multiple scenarios available for training. This has the possibility of reducing overtime costs related to mandatory training hours. Axon provides a five-year support and maintenance plan following the year of implementation that includes a limited number of training cartridges, as well as duty carry cartridges, replacement of any Taser or component that breaks or fails and provides automatic upgrades in the case of technological changes.

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 Taser 10 Certification Bundles will be made using Group Purchasing Program, National Purchasing Partners, Contract Number PS20270 as quoted by Axon.

FINANCIAL IMPACT:

The anticipated first-year cost for the Taser 10 Certification Bundles is \$225,520.94. Annual costs for years two through six will be \$330,429.98, for a total six-year cost of \$1,877,670.84. Funding is available in the adopted FY26 budget with future expenditures subject to annual BOCC budget appropriation.



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-681205-45986JB

Issued: 11/25/2025

Quote Expiration: 12/12/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 105296

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

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	60 Months
TOTAL COST	\$1,877,670.84
ESTIMATED TOTAL W/ TAX	\$1,970,783.04

Discount Summary

Average Savings Per Year	\$81,162.35
TOTAL SAVINGS	\$405,811.74

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$225,520.94	\$11,268.77	\$236,789.71
Dec 2026	\$330,429.98	\$16,368.70	\$346,798.68
Dec 2027	\$330,429.98	\$16,368.70	\$346,798.68
Dec 2028	\$330,429.98	\$16,368.70	\$346,798.68
Dec 2029	\$330,429.98	\$16,368.70	\$346,798.68
Dec 2030	\$330,429.98	\$16,368.63	\$346,798.61
Total	\$1,877,670.84	\$93,112.20	\$1,970,783.04

Quote Unbundled Price:	\$2,277,310.76
Quote List Price:	\$1,947,370.76
Quote Subtotal:	\$1,877,670.84

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$12,489.87)	(\$12,489.87)	\$0.00	(\$12,489.87)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$131,201.35	\$131,201.35	\$8,856.09	\$140,057.44
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	60	\$104.99	\$86.66	\$77.89	\$1,402,020.00	\$74,431.40	\$1,476,451.40
A la Carte Hardware									
101300	AXON VR - TABLET CASE	6			\$65.00	\$59.15	\$354.90	\$23.96	\$378.86
100210	AXON VR - TAP REFRESH 1 - TABLET	6			\$1,198.00	\$1,090.18	\$6,541.08	\$441.52	\$6,982.60
101294	AXON VR - TABLET	6			\$1,395.00	\$1,269.45	\$7,616.70	\$514.12	\$8,130.82
100832	AXON VR - CONTROLLER - HANDGUN VR19H	6			\$1,900.00	\$1,729.00	\$10,374.00	\$700.25	\$11,074.25
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6			\$2,054.00	\$1,869.14	\$11,214.84	\$757.00	\$11,971.84
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	48		\$2,637.91	\$55.47	\$26,626.70	\$1,797.29	\$28,423.99
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	36		\$2,637.73	\$71.11	\$25,598.50	\$1,727.89	\$27,326.39
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	24		\$2,637.55	\$102.54	\$24,609.20	\$1,661.14	\$26,270.34
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	12		\$2,628.75	\$197.16	\$23,658.80	\$1,596.98	\$25,255.78
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	40	48		\$5.71	\$5.14	\$9,866.80	\$0.00	\$9,866.80
101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	60		\$11.93	\$10.86	\$195,414.00	\$0.00	\$195,414.00
A la Carte Services									
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$5,400.00	\$5,400.00	\$364.50	\$5,764.50
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,107.40	\$6,107.40	\$0.00	\$6,107.40
A la Carte Warranties									
100213	AXON VR - EXT WARRANTY - TABLET	6	48		\$3.48	\$3.17	\$912.06	\$61.56	\$973.62
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	48		\$10.09	\$9.18	\$2,644.38	\$178.50	\$2,822.88
Total							\$1,877,670.84	\$93,112.20	\$1,970,783.04

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	6	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	300	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	12	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	4500	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	2100	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	280	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	20	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	6	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	6	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	300	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	10	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	12	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	60	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	300	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	4	1	02/01/2026
A la Carte	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	1	02/01/2026
A la Carte	101294	AXON VR - TABLET	6	1	02/01/2026
A la Carte	101300	AXON VR - TABLET CASE	6	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1500	1	02/01/2027
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	02/01/2027
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	10	1	02/01/2027
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1500	1	02/01/2028
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	02/01/2028
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	10	1	02/01/2028
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	6	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	1	08/01/2028
A la Carte	100210	AXON VR - TAP REFRESH 1 - TABLET	6	1	08/01/2028
A la Carte	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1500	1	02/01/2029
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	02/01/2029
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	10	1	02/01/2029
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1500	1	02/01/2030
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	02/01/2030
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	10	1	02/01/2030
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	300	02/01/2026	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	300	02/01/2026	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	300	02/01/2026	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	2	02/01/2026	01/31/2031
A la Carte	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	02/01/2026	01/31/2031
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	40	02/01/2027	01/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	300
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	300
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	6	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	300	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	6	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	300	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	60	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	4	02/01/2027	01/31/2031
A la Carte	100213	AXON VR - EXT WARRANTY - TABLET	6	02/01/2027	01/31/2031
A la Carte	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	02/01/2027	01/31/2031
TASER 10 A-LA-CARTE Hardware Kit	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	02/01/2028	01/31/2031
TASER 10 A-LA-CARTE Hardware Kit	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2028	01/31/2031
TASER 10 A-LA-CARTE Hardware Kit	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	02/01/2029	01/31/2031
TASER 10 A-LA-CARTE Hardware Kit	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2029	01/31/2031
TASER 10 A-LA-CARTE Hardware Kit	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	02/01/2030	01/31/2031
TASER 10 A-LA-CARTE Hardware Kit	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2030	01/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3344 Presson Rd	Monroe	NC	28112-9140	USA
2	3344 Presson Rd	Monroe	NC	28112-9140	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront PSO	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$5,400.00	\$364.50	\$5,764.50
Year 1	100210	AXON VR - TAP REFRESH 1 - TABLET	6	\$769.03	\$51.91	\$820.94
Year 1	100213	AXON VR - EXT WARRANTY - TABLET	6	\$107.23	\$7.24	\$114.47
Year 1	100552	TRANSFER BALANCE - GOODS	1	\$15,425.21	\$1,041.20	\$16,466.41
Year 1	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,468.42)	\$0.00	(\$1,468.42)
Year 1	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	\$1,219.66	\$82.33	\$1,301.99
Year 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	\$310.90	\$20.99	\$331.89
Year 1	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	\$1,318.52	\$89.00	\$1,407.52
Year 1	101294	AXON VR - TABLET	6	\$895.49	\$60.44	\$955.93
Year 1	101300	AXON VR - TABLET CASE	6	\$41.73	\$2.82	\$44.55
Year 1	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	\$22,974.62	\$0.00	\$22,974.62
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	40	\$1,160.03	\$0.00	\$1,160.03
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$718.04	\$0.00	\$718.04
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	\$164,834.02	\$8,750.82	\$173,584.84
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$3,130.47	\$211.31	\$3,341.78
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$3,009.59	\$203.15	\$3,212.74
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$2,893.28	\$195.30	\$3,088.58
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$2,781.54	\$187.76	\$2,969.30
Total				\$225,520.94	\$11,268.77	\$236,789.71

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100210	AXON VR - TAP REFRESH 1 - TABLET	6	\$1,154.41	\$77.92	\$1,232.33
Year 2	100213	AXON VR - EXT WARRANTY - TABLET	6	\$160.97	\$10.86	\$171.83
Year 2	100552	TRANSFER BALANCE - GOODS	1	\$23,155.23	\$1,562.98	\$24,718.21
Year 2	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$2,204.29)	\$0.00	(\$2,204.29)
Year 2	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	\$1,830.87	\$123.58	\$1,954.45
Year 2	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	\$466.70	\$31.50	\$498.20
Year 2	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	\$1,979.26	\$133.60	\$2,112.86
Year 2	101294	AXON VR - TABLET	6	\$1,344.24	\$90.74	\$1,434.98
Year 2	101300	AXON VR - TABLET CASE	6	\$62.63	\$4.23	\$66.86
Year 2	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	\$34,487.88	\$0.00	\$34,487.88
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	40	\$1,741.35	\$0.00	\$1,741.35
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,077.87	\$0.00	\$1,077.87
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	\$247,437.20	\$13,136.11	\$260,573.31
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,517.78	\$304.95	\$4,822.73
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,343.18	\$293.17	\$4,636.35
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,699.25	\$317.21	\$5,016.46

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,175.45	\$281.85	\$4,457.30
Total				\$330,429.98	\$16,368.70	\$346,798.68

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100210	AXON VR - TAP REFRESH 1 - TABLET	6	\$1,154.41	\$77.92	\$1,232.33
Year 3	100213	AXON VR - EXT WARRANTY - TABLET	6	\$160.97	\$10.86	\$171.83
Year 3	100552	TRANSFER BALANCE - GOODS	1	\$23,155.23	\$1,562.98	\$24,718.21
Year 3	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$2,204.29)	\$0.00	(\$2,204.29)
Year 3	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	\$1,830.87	\$123.58	\$1,954.45
Year 3	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	\$466.70	\$31.50	\$498.20
Year 3	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	\$1,979.26	\$133.60	\$2,112.86
Year 3	101294	AXON VR - TABLET	6	\$1,344.24	\$90.74	\$1,434.98
Year 3	101300	AXON VR - TABLET CASE	6	\$62.63	\$4.23	\$66.86
Year 3	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	\$34,487.88	\$0.00	\$34,487.88
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	40	\$1,741.35	\$0.00	\$1,741.35
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,077.87	\$0.00	\$1,077.87
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	\$247,437.20	\$13,136.11	\$260,573.31
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,699.25	\$317.21	\$5,016.46
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,175.45	\$281.85	\$4,457.30
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,343.18	\$293.17	\$4,636.35
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,517.78	\$304.95	\$4,822.73
Total				\$330,429.98	\$16,368.70	\$346,798.68

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100210	AXON VR - TAP REFRESH 1 - TABLET	6	\$1,154.41	\$77.92	\$1,232.33
Year 4	100213	AXON VR - EXT WARRANTY - TABLET	6	\$160.97	\$10.86	\$171.83
Year 4	100552	TRANSFER BALANCE - GOODS	1	\$23,155.23	\$1,562.98	\$24,718.21
Year 4	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$2,204.29)	\$0.00	(\$2,204.29)
Year 4	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	\$1,830.87	\$123.58	\$1,954.45
Year 4	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	\$466.70	\$31.50	\$498.20
Year 4	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	\$1,979.26	\$133.60	\$2,112.86
Year 4	101294	AXON VR - TABLET	6	\$1,344.24	\$90.74	\$1,434.98
Year 4	101300	AXON VR - TABLET CASE	6	\$62.63	\$4.23	\$66.86
Year 4	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	\$34,487.88	\$0.00	\$34,487.88
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	40	\$1,741.35	\$0.00	\$1,741.35
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,077.87	\$0.00	\$1,077.87
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	\$247,437.20	\$13,136.11	\$260,573.31
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,175.45	\$281.85	\$4,457.30
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,699.25	\$317.21	\$5,016.46
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,517.78	\$304.95	\$4,822.73
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,343.18	\$293.17	\$4,636.35
Total				\$330,429.98	\$16,368.70	\$346,798.68

Dec 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100210	AXON VR - TAP REFRESH 1 - TABLET	6	\$1,154.41	\$77.92	\$1,232.33
Year 5	100213	AXON VR - EXT WARRANTY - TABLET	6	\$160.97	\$10.86	\$171.83
Year 5	100552	TRANSFER BALANCE - GOODS	1	\$23,155.23	\$1,562.98	\$24,718.21

Dec 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$2,204.29)	\$0.00	(\$2,204.29)
Year 5	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	\$1,830.87	\$123.58	\$1,954.45
Year 5	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	\$466.70	\$31.50	\$498.20
Year 5	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	\$1,979.26	\$133.60	\$2,112.86
Year 5	101294	AXON VR - TABLET	6	\$1,344.24	\$90.74	\$1,434.98
Year 5	101300	AXON VR - TABLET CASE	6	\$62.63	\$4.23	\$66.86
Year 5	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	\$34,487.88	\$0.00	\$34,487.88
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	40	\$1,741.35	\$0.00	\$1,741.35
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,077.87	\$0.00	\$1,077.87
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	\$247,437.20	\$13,136.11	\$260,573.31
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,175.45	\$281.85	\$4,457.30
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,517.78	\$304.95	\$4,822.73
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,343.18	\$293.17	\$4,636.35
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,699.25	\$317.21	\$5,016.46
Total				\$330,429.98	\$16,368.70	\$346,798.68

Dec 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 B	100210	AXON VR - TAP REFRESH 1 - TABLET	6	\$1,154.41	\$77.93	\$1,232.34
Year 5 B	100213	AXON VR - EXT WARRANTY - TABLET	6	\$160.97	\$10.88	\$171.85
Year 5 B	100552	TRANSFER BALANCE - GOODS	1	\$23,155.23	\$1,562.97	\$24,718.20
Year 5 B	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$2,204.29)	\$0.00	(\$2,204.29)
Year 5 B	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	\$1,830.87	\$123.60	\$1,954.47
Year 5 B	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	\$466.70	\$31.51	\$498.21
Year 5 B	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	\$1,979.26	\$133.60	\$2,112.86
Year 5 B	101294	AXON VR - TABLET	6	\$1,344.24	\$90.72	\$1,434.96
Year 5 B	101300	AXON VR - TABLET CASE	6	\$62.63	\$4.22	\$66.85
Year 5 B	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	300	\$34,487.88	\$0.00	\$34,487.88
Year 5 B	20248	AXON TASER - EVIDENCE.COM LICENSE	40	\$1,741.35	\$0.00	\$1,741.35
Year 5 B	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,077.87	\$0.00	\$1,077.87
Year 5 B	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	300	\$247,437.20	\$13,136.14	\$260,573.34
Year 5 B	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,343.18	\$293.16	\$4,636.34
Year 5 B	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,517.78	\$304.94	\$4,822.72
Year 5 B	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,699.25	\$317.14	\$5,016.39
Year 5 B	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	10	\$4,175.45	\$281.82	\$4,457.27
Total				\$330,429.98	\$16,368.63	\$346,798.61

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 Sourcwell #101223-AXN 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), 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.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-338982, Q-608309

Agency is terminating those contracts effective 11/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$118,711.48

Any credits contained in this quote are contingent upon payment in full of the following amounts:

0

Signature

Date Signed

11/25/2025





Union County, NC

Staff Report

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

File #: 25-744

Agenda Date: 12/8/2025

TITLE:

Contract Renewal- Automated License Plate Readers, Cameras and Software

INFORMATION CONTACT:

Dorothy Thomas, Union County Sheriff's Office, Public Safety Finance Administrator, 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:

April 3, 2023, Regular Meeting, Agenda Item #23-179- Approved two-year initial contract for ten License Plate Readers and software.

BACKGROUND:

Flock Safety, Inc. is a large manufacturer for automated license plate readers (ALPRs) that capture computer-readable images of license plates for vehicles that pass cameras installed along the roadways. These high-tech devices allow law enforcement agencies to compare plate numbers against those of stolen cars, as well as identify vehicles connected to the commission of crimes. Over 70% of crimes committed involve the use of a vehicle. Flock Safety has the ability to capture vehicles traveling at speeds up to 100 MPH and at a distance of 75 feet, regardless of the time of day. Once images are captured, the camera instantly uploads them into Flock's securely encrypted cloud server. Law enforcement can search by vehicle type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and more. With the Flock Safety network, our agency is not limited to cameras within Union County; we can connect and collaborate with adjacent agencies and nearby privately-owned cameras in neighborhoods to extend our reach and multiply our search capacity. Flock Safety's network provides centralized data collection, combined with sophisticated database search tools, retrospective searches, analysis, and movement tracking opportunities. Robust functionality allows law enforcement to access real-time information such as suspicious activity, intelligence reports, and analysis of vehicle behavior. The partnership between the Union County Sheriff's Office and Flock Safety has resulted in the identification of suspects involved in violent crimes leading to faster than average case resolution. The contract that has been submitted includes a continuation of the current services provided by Flock Safety, as well as an expansion to include the Flock NOVA database. This database allows investigators to search for and research persons of interest and suspects in ongoing investigations. NOVA is a cross-platform design which integrates Flock's ALPRs into the database, which continuously adds and updates information. Many law enforcement agencies are migrating to this platform due to its ability to link information housed in

the database to the active case files. FLOCK NOVA does not require licensed access, allowing utilization throughout the agency. Additionally, the proposal provides several live feed cameras that will be placed throughout the county, on the main thoroughfares. The UCSO's Real Time Crime Center will serve as the hub for the monitoring of those camera feeds. Most recently, the Sheriff's Office has contracted with Thomson Reuters West for database services like those outlined above. That contract has not been renewed and the budgeted funds, approximately \$32,000, will be allocated to the Flock Safety, Inc. Contract. The Union County Sheriff's Office has utilized the contractual services of Flock Group, Inc. for Automated License Plate Readers since April of 2022. Flock Group, Inc. has been effective and efficient in meeting our Automated License Plate Reader needs. The addition of the Flock NOVA database and live feed cameras will greatly enhance our investigative toolkit. The additional funding required to meet the full cost of the contract has been identified within the FY2026 budget, to include utilizing funds paid by the contract municipalities, as they will see a great deal of benefit from this upgraded technology. The Sheriff's Office has utilized the contractual services of Flock Safety for License Plate Reader Services since 2022. The vendor has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional two years and add the Flock NOVA Database.

FINANCIAL IMPACT:

The anticipated first-year cost for this service is \$145,600.00 and the anticipated second-year cost for this service is \$142,500.00. Since the contract term is for two years, a total of \$288,100.00 is estimated to be spent. Funding is available in the adopted FY26 budget with future expenditures subject to annual BOCC budget appropriation.

Eddie Cathey

Sheriff of Union County

3370 Presson Road
Monroe, North Carolina 28112



Telephone: (704) 283-3789
Fax: (704) 292-2700

Email: eddiecathey@co.union.nc.us

To: Brian Matthews, County Manager

From: Sheriff Eddie Cathey, Union County Sheriff

Cc: Patrick Niland, Deputy County Manager

Dorothy Thomas, Public Safety Finance Administrator

Corey Brooks, Director, Procurement

Date: November 21, 2025


Re: Exemption of RFP Process – Flock Group, Inc.

Pursuant to Union County Government Procurement Policy, Section 3.5, which states, in part, "Because there are no statutory requirements applicable to the procurement of such services, an Assistant County Manager (ACM) or the County Manager may exempt a service from the RFP process for good cause and when in the best interests of Union County. "The exemption of any such service exceeding \$50,000 shall be reported to the Board of Commissioners at its next regular meeting and shall include the justification for exemption."

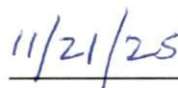
BACKGROUND: The Union County Sheriff's Office requests an exemption of the RFP process for a Two (2) Year Subscription for Flock Group Automated License Plate Readers, Cameras, and Software.

Upon receiving your approval, this service will be provided for a term of 24 months (2 yr.) for a total cost of \$142,500. The Union County Sheriff's Office has utilized the contractual services of Flock Group, Inc. for Automated License Plate Readers since April of 2022. Flock Group, Inc. has been effective and efficient in meeting our Automated License Plate Reader needs. The contract that has been submitted includes a continuation of the current services provided by Flock Safety, as well as an expansion to include the Flock NOVA database. This database allows investigators to search for and research persons of interest and suspects in ongoing investigations. NOVA is a cross-platform design which integrates Flock's ALPRs into the database, and continuously adds and updates information. Many law enforcement agencies are migrating to this platform due to its ability to link information housed in the database to the active case files. Flock NOVA does not require licensed access, allowing utilization throughout the agency. Additionally, the proposal provides several live feed cameras that will be placed throughout the county, on the main thoroughfares. The addition of the Flock NOVA database and live feed cameras will greatly enhance our investigative toolkit.

I respectfully request the exemption of the RFP process to award a contract/agreement to Flock Group, Inc. to provide the services listed above.



Brian Matthews, County Manager



Date

Flock Safety + NC - Union County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Heather Ouellette
heather.ouellette@flocksafety.com
(470) 852-3342



EXHIBIT A
ORDER FORM

Customer: NC - Union County SO
Legal Entity Name: ~~NC~~ - Union County ~~SO~~
Accounts Payable Email: thomas.allen@unioncountync.gov
Address: 500 N Main St Monroe, North Carolina 28112

Initial Term: 24 Months
~~Renewal Term: 24 Months~~
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

INT _____

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$142,500.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	38	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	1	Included
Flock Safety Long-Range LPR, fka Falcon LR	Included	1	Included
Flock Safety Video Products			
Solar Video Camera, fka Condor	Included	14	Included
Flock Safety Platform Add Ons			
Flock Nova - OSINT Data	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Advanced Implementation Fee (Long Range LPR)	\$1,000.00	1	\$1,000.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	14	\$2,100.00
Professional Services - Standard Implementation Fee	\$0.00	20	\$0.00

Subtotal Year 1: \$145,600.00
Annual Recurring Subtotal: \$142,500.00
Discounts: \$17,000.00
Estimated Tax: \$19,446.75

Contract Total: \$288,100.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement ~~will automatically~~ **may** renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) ~~unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.~~ **upon mutual execution of a written amendment to this Agreement.**

INT _____

The Term shall commence upon execution of the agreement.

Special Terms:

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$145,600.00
Annual Recurring after Year 1	\$142,500.00
Contract Total	\$288,100.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$4,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$13,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Long-Range LPR, fka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Solar Video Camera, fka Condor	Law enforcement grade solar-powered video fixed camera addition to existing LPR install
Professional Services - Advanced Implementation Fee (Long Range LPR)	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspects license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>, as attached hereto and incorporated herein.

INT _____

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: ~~NC~~ Union County ~~SO~~

By: _____

By: _____

Name: _____

Name: Brian W. Matthews

Title: _____

Title: County Manager

Date: _____

Date: _____

PO Number: N/A

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

† Flock Safety

TERMS AND CONDITIONS

Last Updated: October 15, 2025

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “**Order Form**”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Training Data**” means a small fraction of images captured by the Flock Services, which are stripped of all metadata and identifying information, and used solely for the limited purpose of improving the Flock Services through machine learning.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the images, audio and/or video segments made available to Customer through the Web Interface in connection with the Flock Services, together with the metadata associated with that Customer’s use of the Flock Services (e.g., license plate number, timestamp of capture, and geospatial coordinates). For clarity, Customer Data does not include the underlying raw Footage captured by the Flock Hardware or any Flock IP (as defined in Section 1.10).

1.5 “**Customer Generated Data**” means any content submitted by Customer through the Flock Services, including but not limited to text, images, data, feedback, suggestions, and other materials, whether provided directly or indirectly by the Customer during their use of the Services.

1.6. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.7 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.8 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.9 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.10 “**Flock IP**” means the Flock Services, the Embedded Software, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including, but not limited to, Flock’s technology, patents, trade secrets, trademarks, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock IP also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of the Flock IP.

1.11 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, and video.

1.12 “**Footage**” means still images, video, audio, and other raw data captured by the Flock Hardware or Customer Hardware via the Flock Services.

1.13 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.14 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.15 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.16 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form.

1.17 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the Services are operational.

1.18 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services. For clarity, the Web Interface does not include APIs, or any other automated, programmatic data transfer method.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for use by Customer and Authorized End Users. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users and shall undertake reasonable efforts to ensure that all Authorized End Users comply with the applicable provisions of this Agreement.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To

the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "**Customer Obligations**").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Customer grants Flock a limited, non-exclusive, worldwide, royalty-free license to process Customer Generated Data, as needed, to provide, maintain, and improve the Flock Services. Flock does not claim ownership of, and will not sell, Customer Generated Data. Customer acknowledges that Flock has no obligation to monitor or enforce any intellectual property rights in such data. Flock retains sole discretion to determine the method, timing, format, and medium of access or delivery.

4.3 Training Data. Customer grants Flock a non-exclusive, worldwide, perpetual, royalty-free license to use Training Data solely to improve Flock Services. This includes training machine learning algorithms and supporting diagnostic and corrective efforts necessary for continuity of Flock Services. All Training Data is used internally to enhance recognition of vehicles, objects, and descriptions. For example, Flock may use de-identified images of a newly released car to help distinguish it from similar vehicles. These images are never sold or shared with third parties. To safeguard privacy, Training Data is maintained separately and is never combined in a manner that would render it personally identifiable. Use of such data is critical to ensuring the accuracy and effectiveness of Flock Services.

4.4 Data Distribution.

Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing**

Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder; (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Customer Data. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Customer Data to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good

faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form upon mutual execution of a written amendment to this Agreement (each, a "**Renewal Term**").

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Applicability. Certain provisions of this Section 8 apply only where the Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 8 does not create or confer any warranty, remedy, or obligation with respect to Flock Hardware, and any language referencing Flock Hardware shall not apply.

8.2 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.3 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.4 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use

reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.5 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.6 Insurance. Flock agrees to comply with the insurance requirements included on Exhibit B, which is attached hereto and incorporated herein by reference.

8.7 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR CUSTOMER DATA; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY,

IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Applicability. Certain provisions of this Section 10 apply only where Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 10 does not create or confer any rights or obligations with respect to the Flock Hardware, Installation Services, or Deployment Plans, and any language referencing such Flock Hardware, Installation Services, or Deployment Plans shall not apply.

10.2 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.3 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.4 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.5 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide attached hereto and incorporated herein. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.6 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof

in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change upon mutual execution of a written amendment to this Agreement.

EXHIBIT B

Additional Terms and Conditions

- I. At Flock's sole expense, Flock 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. **COMMERCIAL GENERAL LIABILITY**
Covering Ongoing and Completed Operations involved in this Agreement.

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

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

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

Flock 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. Flock'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.

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

- B. Before commencement of any work or event, Flock shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Flock 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 Flock 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 Flock's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Flock.
- F. Notwithstanding the notification requirements of the Insurer, Flock 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: Sheriff's Office
Contract #: 9737

- H. Insurance procured by Flock shall not reduce nor limit Flock'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 Flock is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Flock shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.
- III. Flock agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Flock, its officers, employees, subcontractors or agents. Flock 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.

- IV. 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. Flock shall ensure that Flock 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 Flock will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Flock.

flock safety

Let's defeat crime together.™



CUSTOMER IMPLEMENTATION GUIDE

LAW ENFORCEMENT

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 - Paperwork & Required Forms
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- 14. *Fee Schedule**
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IMPLEMENTATION TIMELINE

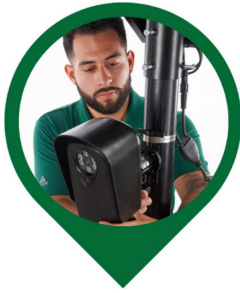
This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

REVIEW LOCATIONS	CONFIRM CAMERA LOCATIONS WITH YOUR SALES REPRESENTATIVE Flock: Your Sales representative will present several viable options for camera locations Customer: Review Deployment Plan & approve camera locations Please Note: If Public Works is required to move forward, please obtain approval.
FINALIZE LOCATIONS	PREPARE FOR FINALIZED CAMERA LOCATIONS Flock: Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation) Customer: Prepare the below items, as needed <ul style="list-style-type: none"> • If <u>permits</u> are required, begin application process • If cameras will be AC-powered, hire an <u>electrician/street department</u>
STEP 1	CONDUCT ON-SITE SURVEY & PLACE FLAGS: Flock: Flock technician conducts site survey to (1) evaluate solar or power access, (2) check line of sight to the road, and (3) evaluate cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot. Please Note: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation.
STEP 2	CALL 811 Flock: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius. Please Note: Call811 is a government service, so turnaround times may vary and is outside of Flock control.
STEP 3	SCHEDULE INSTALLATION Flock: Flock will (1) ship any site specific materials that the technician does not have locally (2) schedule the installation date.
STEP 4	INSTALL & VALIDATE CAMERAS Flock: After installation, your Customer Success Manager will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources.
ONGOING AS NEEDED	FINALIZE ANY INSTALLATION NEEDS Flock: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational.

IMPLEMENTATION TEAM

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 <p>Customer Success Manager</p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss:</p> <ul style="list-style-type: none"> • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 <p>Flock Safety Support</p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account
 <p>Product Implementation Specialist</p>	<p>Your Product Implementation Specialist is your technical product expert.</p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to:</p> <ul style="list-style-type: none"> • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION TEAM



Field Operations Team

The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.

They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.

***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not to the technician.

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER WHEN PICKING LOCATIONS

Falcon Cameras

• Use Cases

- Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
- Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections

• Placement

- They capture vehicles driving away from an intersection.
- They cannot point into the middle of an intersection.
- They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.

• Mounting

- They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
- They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images



Solar Panels

- Solar panels need unobstructed southern-facing views

CUSTOMER RESPONSIBILITIES: AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.

Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

flock safety™ | www.flocksafety.com | 866-901-1781

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN HANDOUT

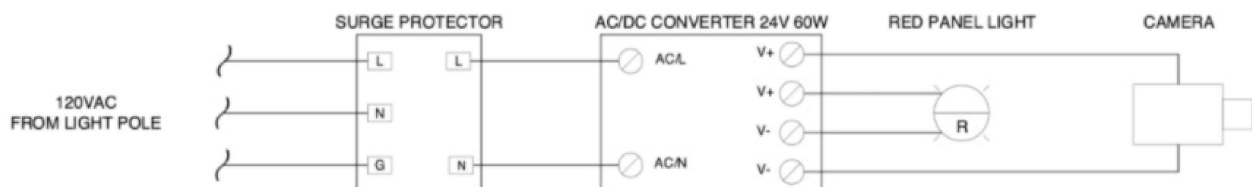
Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.



What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

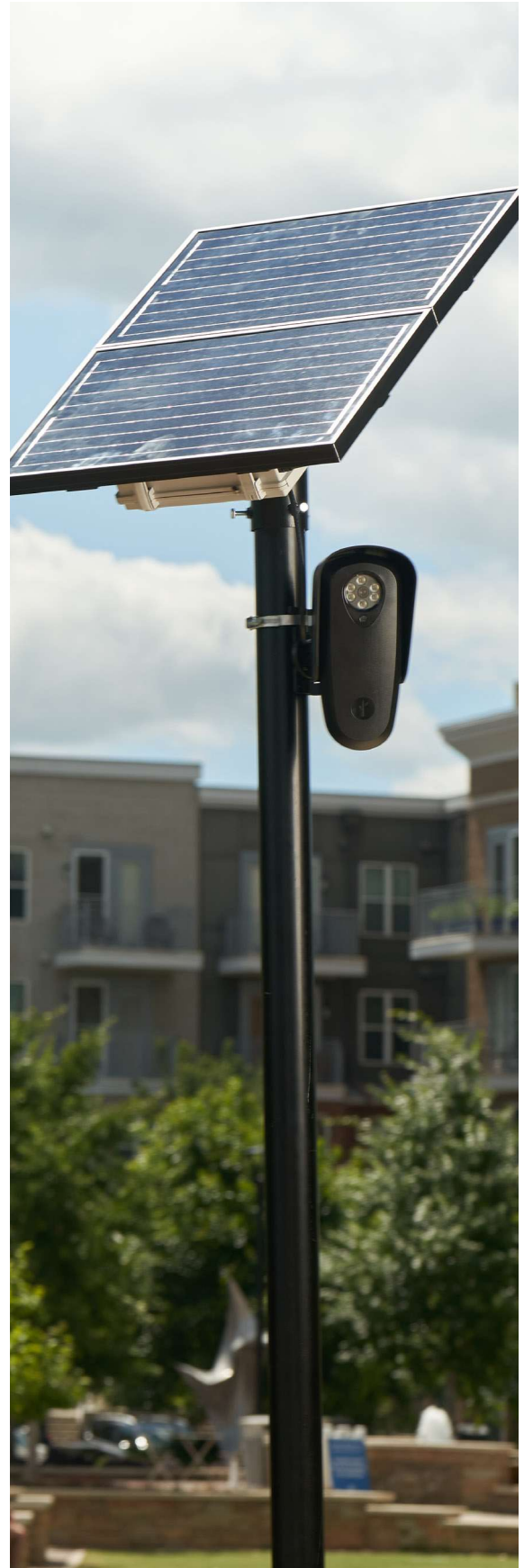
Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS NOT COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results



PERMITTING: PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
Note: If height is greater than 15 feet tall, a bucket truck is **required**.



3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?

[CLICK HERE](#)

- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control required (cones, arrowboards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department



FEE SCHEDULING

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

See the most up to date information;

[CLICK HERE](#)

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.

CONTACT CUSTOMER SUPPORT





Union County, NC

Staff Report

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

File #: 25-720

Agenda Date: 12/8/2025

TITLE:

Interlocal Agreement - NC 84 and Potter Intersection Improvement

INFORMATION CONTACT:

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

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:

October 21, 2024, Regular Meeting, Agenda Item # 24-701 - Approved contribution of \$413,000 to the project

BACKGROUND:

The NCDOT approached Wesley Chapel and Union County in mid-2024 to explore their willingness to contribute local funds as part of a project submittal to the Charlotte Regional Transportation Planning Organization (CRTPO). This partnership was requested after the NCDOT determined the previously funded roundabout design would not accommodate projected traffic volumes. Both Union County and Wesley Chapel agreed to commit \$413,000 in October 2024 and the project was funded by CRTPO. This interlocal agreement documents Union County's fiscal commitment, with payment due during the construction phase of the project. The NCDOT is responsible for all costs that exceed the total estimated cost.

FINANCIAL IMPACT:

\$413,000 from Critical Intersection Capital Fund, likely not expected until FY28 or later.

ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE



_____: I acknowledge that upon execution of this Agreement, we must submit a down payment, if required.

I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK OR

MAIL TO:

NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

Initiate ACH through your bank* and send an e-mail to:

- ✓ Shamorah Fountain - sfountain1@ncdot.gov
- ✓ Kay Lee - klee@ncdot.gov

INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

**If you need NCDOT's Account information, contact Kerry Turner at kmtturner@ncdot.gov*

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

AGREEMENT OVERVIEW

NORTH CAROLINA
UNION COUNTY

DATE: 10/30/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-6247

WBS ELEMENTS: CON 49223.3.1

AND

UNION COUNTY

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of intersection improvements at NC 84 and SR 1162 (Potter Road/Wesley Chapel Road).

ESTIMATED COST OF THE PROJECT: \$ 1,286,183.50

ESTIMATED COSTS TO OTHER PARTY: \$ 413,000.00

ESTIMATED COSTS TO DEPARTMENT: \$ 873,183.50

RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:

The Department is responsible for all costs that exceed the total estimated cost.

BREAK DOWN OF PRIORITY:

PRIORITY 3 TOTAL: \$ 1,247,405.00

COST TO OTHER PARTY: \$ 374,221.50 (30% – Non-Federal Match)

COSTS TO DEPARTMENT: \$ 873,183.50 (70% – Federal Funds)

PRIORITY 4 TOTAL: \$ 38,778.50

COST TO OTHER PARTY: \$ 38,778.50 (100% – Overmatch)

PAYMENT TERMS: Union County will submit payment prior to beginning the construction phase of work.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000026170
1000027470

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Union County, hereinafter referred to as the **County**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **County** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Department** and the **County** on March 1, 2023, entered into a certain Project Agreement (#9624) for the original scope: construction of a roundabout at the intersection of NC 84 and SR 1162 (Potter Road/Wesley Chapel Road), programmed under Project U-6247, for which the **County** provided \$386,500 to be used as a non-federal match for Federal funds; and,

WHEREAS, the **County** has agreed to provide further participation in costs of the Project as more fully described below; and,

WHEREAS, the **County** and the Village of Wesley Chapel will provide an equal contribution of a Priority 3 match to Federal funds and a Priority 4 overmatch.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. COUNTY

The **County** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

- ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, and the **County** requests that the **Department** include this work in the construction contract, then a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highway,” and department criteria.
- ii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **County** has agreed to further participate in Project costs as follows:

- i. The estimated cost of the Project is \$1,286,183.50. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **County** shall further participate in all Project costs up to a maximum amount of \$413,000.00. The **Department** will participate in all costs up to \$873,183.50, and all costs that exceed \$1,286,183.50.

B. PAYMENT BY THE COUNTY

- i. Based on the cost participation above, the **County** shall submit payment for \$413,000 prior to the **Department** initiating the construction phase. The **Department** will notify the **County** when the payment is due. The **County** shall remit payment, in accordance with the attached “Remittance Guidance”.
- ii. Upon completion of the Project, if actual costs of the Project is less than \$1,286,183.50, the **Department** will reimburse the **County** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **County** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **County** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **County** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **County** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **County** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project that arise on account of the **County's** negligence and/or responsibilities under the terms of this Agreement, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original

copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **County** by authority duly given.

(DOCUSIGN ONLY)

UNION COUNTY

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

Approved as to Legal Form: BTI

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **County** by authority duly given.

(INK SIGNATURES)

UNION COUNTY

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



Union County, NC

Staff Report

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

File #: 25-738

Agenda Date: 12/8/2025

TITLE:

Interlocal Agreement - Moores Park Water Main Extension

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 with Town of Indian Trail substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Water (UCW) Capital Improvement Plan (CIP) includes an annual allocation in the Water Rehabilitation & Replacement Program for the design and construction of water system improvements. The purpose of this interlocal agreement with the Town of Indian Trail is to equally share the construction costs for extending water lines to the Moores Park subdivision.

The estimated construction costs for the project is \$850,000.00. UCW will be responsible for an amount not to exceed \$425,000.00 based on an equal cost share (50%) of the total cost of the project. The Town of Indian Trail agrees to reimburse UCW in an amount not to exceed \$425,000.00 based on an equal share (50%) of the total cost of the project. UCW will work with the Procurement Department to issue an Invitation for Bid for the construction of the project upon execution of this interlocal agreement. A future Board action will be requested for the award of the construction contract after bids are received.

FINANCIAL IMPACT:

None for this agreement. Funds are available within the Water Rehabilitation & Replacement Program to fund the construction bid award in the future.

STATE OF NORTH CAROLINA

**AGREEMENT
FOR ADMINISTERING
MOORES PARK
WATER MAIN EXTENSION CONTRACTS**

COUNTY OF UNION

THIS AGREEMENT, is made and entered into this _____, by and between the Town of Indian Trail, North Carolina (“Indian Trail”) and Union County, North Carolina (“Union”) (hereinafter collectively referred to as the “Parties”) (“Agreement”).

W I T N E S S E T H:

WHEREAS, the Parties have agreed to work together regarding design and installation of approximately 5,500 linear feet of new water main in Indian Trail to serve the Moore’s Park Subdivision, which project is known as the Moore’s Park Water Main Extension Project (the “Project”); and

WHEREAS, the Parties wish to set forth the understandings and responsibilities of each party under this Agreement; and

WHEREAS, Union wishes to administer and oversee the Project, including administration of the subsequent engineering and construction contracts; and

WHEREAS, Indian Trail believes that the Project is in its best interest and agrees to assist in its funding; and

WHEREAS the Parties have determined the Project will provide benefits to Indian Trail and Union; and

WHEREAS, the Parties believe that it is most economical and in the best interests of the residents of Indian Trail and the residents of Union County that the Project shall proceed as soon as possible, under the supervision and control of Union, as set forth herein; and

WHEREAS, this Agreement is made under the authority of N.C. Gen. Stat. § 160A-460 et seq., and all other applicable law.

NOW, THEREFORE, for and 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. Purpose: The purpose and intent of this Agreement is to provide for a binding agreement that contemplates Union administering and completing the Project within the Town of Indian Trail, subject to Section 4 below, and obligates Indian Trail to pay Union for Indian Trail’s contribution to the Project.
2. Term: This Agreement shall commence upon execution by the Parties and shall continue until final completion of the Project. Union will endeavor to complete the Project no later than December 31, 2026.

3. No Joint Agency Established: No joint agency under NCGS § 160A-462 is to be established as a result of the execution of this Agreement.
4. Contracts: Union shall be responsible for procuring, bidding, and contracting for the work to be performed to complete the Project, including the contracts for design and engineering services, as well as for construction of the Project (the "Contracts"). Prior to bidding the contract for construction of the Project (the "Construction Contract"), the Parties shall: A) obtain an engineer's estimate for the cost of the Project, which shall be approved by Parties; and B) establish the specifications and standards required for the Project, which shall be reviewed and approved by Union. If the Construction Contract is bid, and the total cost of the Project, including the Contracts, would exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00), the Parties agree that the Construction Contract may not be awarded without additional agreement between the Parties concerning equal cost sharing for the Project for Project costs in excess of Eight Hundred Fifty Thousand Dollars (\$850,000.00). The Parties acknowledge that such event may require amendment to this Agreement. Once the Contracts are awarded, Union shall be responsible for executing and administering the Contracts.
5. Funding:
 - a. Indian Trail agrees to reimburse Union an equal share (50%) of those amounts invoiced under the Contracts, in an amount not to exceed Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00).
 - b. Union agrees to pay an equal share (50%) of those amounts invoiced under the Contracts, in an amount not to exceed Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00).
 - c. The Parties agree that the equal share costs from Indian Trail and Union each respectively shall not exceed Four Hundred Twenty Five Thousand Dollars (\$425,000.00) under this Agreement without written amendment hereto.
 - d. Payment Due to Union: Indian Trail shall make payment to Union within 30 days after receipt of each invoice. Each invoice shall include sufficient detail such that Union can confirm that the work completed and invoiced was performed per the specifications and terms and conditions under the Contracts. Union shall only use the funds received from Indian Trail for payment of invoices due under the Contracts.
6. Inspection of Work: Union shall inspect and approve the work performed for this Project and may withhold payment if the work is not completed to Union's satisfaction. Notwithstanding the foregoing, such approval shall not be unreasonably withheld, and payment shall be made promptly when the unapproved condition is remedied. Upon completion of construction and acceptance by Union, the installed water lines and other infrastructure constructed or installed under this Project and subject to the Construction Contract shall be owned, operated, and maintained by Union.

7. Amendment or Termination: This Agreement may be amended or terminated only by an instrument in writing executed by the Parties hereto and approved by their respective governing boards.
8. Assignment: Neither party may assign its rights under this Agreement unless by written consent of the other party.
9. Waiver: No waiver of any breach of any one or more of the conditions or covenants of this Agreement by either town shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.
10. Governing Law and Jurisdiction: North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement.
11. Severability: Should any one or more of the provisions contained in this Agreement be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in the Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the parties shall attempt in good faith to negotiate and agree upon a replacement provision.
12. Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
13. Miscellaneous: The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and singular to include plural if applicable.
14. Indemnification: To the extent permitted by applicable law, Union agrees to protect, defend, indemnify and hold Indian Trail, 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 Union, its officers, employees, contractors, subcontractors or agents. To the extent permitted by applicable law, Union 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year above written.

UNION COUNTY, NORTH CAROLINA:

Attest: _____

By: _____
Brian Matthews, County Manager

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

Finance Director

Approved as to Legal Form: BTI

TOWN OF INDIAN TRAIL:

Attest: _____

By: _____
Town Manager

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

Finance Director



Union County, NC

Staff Report

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

File #: 25-632

Agenda Date: 12/8/2025

TITLE:

Local Emergency Planning Committee

INFORMATION CONTACT:

Andrew Ansley, Emergency Management, Director, 704-283-3575

ACTION REQUESTED:

Approve the nomination of individuals as listed to the Union County Local Emergency Planning Committee (LEPC) for appointment by the North Carolina State Emergency Response Commission and re-appoint Andrew Ansley (Union Co. Emergency Management Director) as the Chair of the Union County LEPC for 2026.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Local Emergency Planning Committee is a federally mandated committee with membership from business, industry, first responders, media, hospitals, schools, environmental groups, universities and the public.

FINANCIAL IMPACT:

None.

Name	Agency	Position	Address	Email	Category
Christopher Whitaker	Amateur Radio	Primary	5192 Poplar Glen Drive, Indian Trail, NC 28079	cwhitaker@carolina.rr.com	Communications / Media
David Keever	Amateur Radio	Alternate	1144 Millwright Lane, Matthews, NC 28104	david@keever.org	Communications / Media
Sheila Crunkleton	American Red Cross	Primary	125 Pedro Street, Suite E, Monroe NC 28110	sheila.crunkleton@redcross.org	Community Group
Bruce Jenks	American Red Cross	Alternate	8320 Lake Providence Dr. Weddington NC 28104	bruce.jenks@redcross.org	Community Group
Chad Edwards	A & D Environmental	Primary	2718 Uwharrie Road, Archdale, NC 27263	cedwards@adenviro.com	Environmental Group
Steve Petersen	A & D Environmental	Alternate	2718 Uwharrie Road, Archdale, NC 27263	spetersen@adenviro.com	Environmental Group
Anthony Angelone	ATI	Primary	3875 Aeropointe Parkway, Monroe NC 28110	Anthony.Angelone@ATImaterials.com	Facility
Anthony Austin	ATI	Alternate	3875 Aeropointe Parkway, Monroe NC 28110	anthony.austin@atimaterials.com	Facility
Jeff Peterson	Atrium Healthcare	Primary	600 Hospital Drive, Monroe NC 28112	jeffrey.peterson@atriumhealth.org	Medical
Larry French	Atrium Healthcare	Alternate	5040 Airport Center Parkway Charlotte NC 28208	Larry.French@AdvocateHealth.org	Medical
Deion Funderburk	Berry Global	Primary	3414 Wesley Chapel Stouts Rd. Monroe NC 28110	deionfunderburk@berryglobal.com	Facility
Phil Handsel	Charlotte Pipe & Foundry	Primary	4210 Old Charlotte Hwy, Monroe NC 28112	phandsel@charlottepipe.com	Facility
Glenn LeGrande	City of Monroe HR	Primary	300 W. Crowell St. Monroe, NC 28110	glegrande@monroenc.org	Local Official
Jessica Eason	City of Monroe HR	Alternate	300 W. Crowell St. Monroe, NC 28110	jeason@monroenc.org	Local Official
Adam Hamilton	Conmet	Primary	780 Patton Ave, Monroe 28112	adam.hamilton@conmet.com	Facility
Rick Linville	Conmet	Alternate	780 Patton Ave, Monroe 28112	rick.lineville@conmet.com	Facility
Mike Curry	Darnel	Primary	1809 Airport Rd. Monroe NC 28110	michael.curry@darnelgroup.com	Facility
Shaun Raney	Darnel	Alternate	1809 Airport Rd. Monroe NC 28110	shaun.raney@darnel.com	Facility
David Hyatt	Emergency Med. Services	Primary	1403 Dove St, Monroe NC 28111	david.hyatt@atriumhealth.org	Medical
Eric Claflin	Emergency Med. Services	Alternate	1403 Dove St, Monroe NC 28111	eric.claflin@atriumhealth.org	Medical
Don Hall	Goulston Technologies, Inc.	Primary	700 N Johnson St, Monroe NC 28110	dhall@goulston.com	Facility
Stacey Henegar	Goulston Technologies, Inc.	Alternate	700 N Johnson St, Monroe NC 28110	shenegar@goulston.com	Facility
Richard Harmon	Harmon Environmental, PA	Primary	615 Bruce Thomas Rd, Monroe NC 28110	harmonenv@yahoo.com	Environmental Group



Kelly Jones	Harris Teeter Distribution	Primary	6001 Hwy 74 East, Indian Trail NC 28079	kjones@harristeeter.com	Facility
David Styers	Harris Teeter Distribution	Alternate	6001 Hwy. 74 East, Indian Trail, NC 28079	dstyers@harristeeter.com	Facility
Johnny Blythe	Hemby Bridge Fire Dept	Primary	6628 Mill Grove, Indian Trail, NC 28079	johnnyblythe@hembybridgevfd.com	First Responder
Dwayne Womble	Marion Environmental	Primary	1704 Tower Industrial Drive, Monroe NC 28110	dwomble@marionenv.com	Environmental Group
Brandon Harlow	Marion Environmental	Alternate	1704 Tower Industrial Drive, Monroe NC 28110	bharlow@marionenv.com	Environmental Group
David Dobbins	Marshville Police Dept	Primary	113 W. Main Street, Marshville NC 28103	ddobbins@marshville.org	First Responder
Ron Fowler	Monroe Fire Department	Primary	117 S. Church St. Monroe, NC 28112	rfowler@monroenc.org	First Responder
Bryan Kindley	Monroe Fire Department	Alternate	117 S. Church St. Monroe, NC 28112	bkindley@monroenc.org	First Responder
John Jackson	Monroe Police Dept.	Primary	PO Box 69 Monroe NC 28111	jjackson@monroenc.org	First Responder
Nick Brummer	Monroe Police Dept.	Alternate	PO Box 69 Monroe NC 28111	nbrummer@monroenc.org	First Responder
David Lucore	Monroe Energy Services	Primary	2201 Walkup Ave. Monroe NC 28112	dlucore@monroenc.org	Local Official
Russ Isom	Monroe Energy Services	Alternate	2201 Walkup Ave. Monroe NC 28112	risom@monroenc.org	Local Official
David Rankin	Monroe Water Resources	Alternate	2119 Old Camden Road, Monroe NC 28112	drankin@monroenc.org	Local Official
Kyle Edwards	Monroe Water Resources	Alternate	775 Treeway Drive, Monroe NC 28110	kedwards@monroenc.org	Local Official
Derek Burris	NC DOT	Alternate	2327 Tipton Drive, Charlotte, NC 28206	daburris@ncdot.gov	Transportation
Quinlan McCracken	NC DOT	Primary	130 S. Sutherland Ave. Monroe NC 28112	qomccracken@ncdot.gov	Transportation
Mark Burnette	NC DEQ	Primary	925 Village Lake Dr., Monroe NC 28110	mark.burnette@deq.nc.gov	Environmental
Markus Nivens	Pilgrim's Pride	Primary	PO Box 668, Marshville NC 28103	markus.nivens@pilgrims.com	Facility
Emily Stewart	Pilgrim's Pride	Alternate	PO Box 668, Marshville NC 28103	emily.stewart@jbssa.com	Facility
Stuart Kerkhoff	SAK Environmental LLC	Primary	2810 Faircroft Way Monroe, NC 28112	sakenvnc@gmail.com	Environmental
Greg Beamer	Southern States	Primary	238 West Main Street, Marshville, NC 28103	greg.beamer@sscoop.com	Facility
William Kilgo	South Pied. Com. College	Primary	4209 Old Charlotte Hwy., Monroe, NC 28112	wkilgo@spcc.edu	Other
Charlie Porter	Stallings Fire Dept.	Primary	4616 Old Monroe Rd. Indian Trail, NC 28079	cporter@stallingsfire.com	First Responder

David Marzec	Surteco North America	Primary	2011 Rocky River Road N. Monroe NC 28110	david.marzec@synthomer.com	Facility
Kevin Starnes	Waxhaw Fire Marshal	Primary	6721 Highway 205, Marshville, NC 28103	kstarnes@waxhaw.com	First Responder
Adam McLamb	Town of Indian Trail	Primary	315 Matthews Indian Trail Rd, Indian Trail NC 2807	ajm@indiantrail.org	Local Official
Billie Simpson	Tyson Foods	Primary	2023 Hasty St. Monroe NC 28111	billie.simpson@tyson.com	Facility
Mo Rezaee	Tyson Foods	Alternate	233 South Secrest Ave., Monroe NC 28111	mohammad.rezaee@tyson.com	Facility
Vicki Callicutt	UC Communications	Primary	2258 Concord Ave. Monroe NC 28110	Vicki.Callicutt@unioncountync.gov	Communications / Media
Caleb Brackett	UC Communications	Alternate	2258 Concord Ave. Monroe NC 28110	caleb.brackett@unioncountync.gov	Communications / Media
Andrew Ansley	UC Emergency Mgmt.	Primary	2258 Concord Ave. Monroe NC 28110	andrew.ansley@unioncountync.gov	Emergency Management
Scott Boyack	UC Emergency Mgmt.	Alternate	2258 Concord Ave. Monroe NC 28110	scott.boyack@unioncountync.gov	Emergency Management
Charlotte Keziah	UC Environmental Health	Primary	500 N Main St, Suite 47, Monroe, NC 28112	charlotte.keziah@unioncountync.gov	Environmental
Laura Baker	UC Environmental Health	Alternate	500 N Main St, Suite 47, Monroe, NC 28112	laura.baker@unioncountync.gov	Environmental
Jon Williams	UC Fire Marshal	Primary	2258 Concord Avenue, Monroe NC 28110	Jon.Williams@unioncountync.gov	First Responder
John Helms III	UC Fire Marshal	Alternate	2258 Concord Avenue, Monroe NC 28110	john.helmsIII@unioncountync.gov	First Responder
Patrick Niland	UC Government	Primary	500 N. Main Street, Monroe NC 28112	partrick.niland@unioncountync.gov	Local Official
Brian Helms	UC Commissioner	Alternate	500 N. Main Street, Monroe NC 28112	brian.helms@unioncountync.gov	Elected Official
Traci Colley	UC Health	Primary	2330 Concord Avenue, Monroe, NC 28110	traci.colley@unioncountync.gov	Health
Jason Gurian	UC Health	Alternate	2330 Concord Avenue, Monroe, NC 28110	jason.gurian@unioncountync.gov	Health
Dr. Jay Jones	UC Public Schools	Primary	400 N Church St Monroe NC 28112	jay.jones@ucps.k12.nc.us	Other
Stephen Hancock	UC Public Schools	Alternate	400 N Church St Monroe NC 28112	stephen.hancock@ucps.k12.nc.us	Other
Jeff Morgan	UC Risk-Security	Primary	500 N. Main Street, Monroe NC 28112	jeff.morgan@unioncountync.gov	Local Official
Michael Farrar	UC Risk-Security	Alternate	500 N. Main Street, Monroe NC 28112	Michael.Farrar@unioncountync.gov	Local Official
Corey Burrows	UC Sheriff's Office	Primary	3344 Presson Road, Monroe NC 28112	corey.burrows@unioncountync.gov	First Responder
Wesley M. Tyson	UC Sheriff's Office	Alternate	3344 Presson Road, Monroe NC 28112	wesley.tyson@unioncountync.gov	First Responder

Ashley Lantz	UC Social Services	Primary	2330 Concord Avenue, Monroe, NC 28110	ashley.lantz@unioncountync.gov	Local Official
DeCora Bowers	UC Social Services	Alternate	2330 Concord Avenue, Monroe, NC 28110	decora.bowers@unioncountync.gov	Local Official
Theresa Torres	UC Transportation	Primary	1407 Airport Rd. Monroe, NC 28112	theresa.torres@unioncountync.gov	Transportation
Matthew Smith	UC Transportation	Alternate	1407 Airport Rd. Monroe, NC 28112	matthew.smith@unioncountync.gov	Transportation
Jim King	UC Planning Dept.	Primary	500 N. Main St. Suite 70, Monroe, NC 28112	james.king@unioncountync.gov	Local Official
Lee Jenson	UC Planning Dept.	Alternate	500 N. Main St. Suite 70, Monroe, NC 28112	lee.jenson@unioncountync.gov	Local Official
Jacob Bryant	Vertical Cold Storage	Primary	114 Cuddy Dr, Marshville NC 28103	jacob.bryant@verticalcold.com	Facility
Scott Walsh	Vertical Cold Storage	Alternate	114 Cuddy Dr, Marshville NC 28103	scott.walsh@verticalcold.com	Facility
Brian Stephenson	WBTV News	Primary	PO Box 551, Wingate, NC 28174	bstephenson@wbtv.com	Communications / Media
Brandon Tutlowski	Wingate University	Primary	2201 Brookline Ct. Monroe, NC 28112	b.tutkowski@wingate.edu	Other
Steven McLendon	Wesley Chapel Fire Dept.	Primary	315 Waxhaw Indian Trail Rd. Waxhaw, NC 28173	smclendon@wesleychapelvfd.org	First Responder
Chris Clark	UC Water	Primary	4600 Goldmine Road, Monroe NC 28112	christopher.clark@unioncountync.gov	Local Official
Josh Brooks	UC Water	Alternate	4600 Goldmine Road, Monroe NC 28112	josh.brooks@unioncountync.gov	Local Official
Liz Cooper	UC Pub. Communications	Primary	500 North Main St., Monroe, NC 28112	liz.cooper@unioncountync.gov	Communications / Media
Erika Wells	UC Pub. Communications	Alternate	500 North Main St., Monroe, NC 28112	erika.wells@unioncountync.gov	Communications / Media



Union County, NC

Staff Report

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

File #: 25-690

Agenda Date: 12/8/2025

TITLE:

Grant Application - FY2027 Alliance for Children-Smart Start Child Care Health Consultant Continued Grant Funding

INFORMATION CONTACT:

Traci Colley, Human Services Agency - Public Health Department, Director, 704-296-4801

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

Requests and appropriation of received funding from the Alliance for Children for this program is approved by the Board annually.

BACKGROUND:

The Human Services Agency, Public Health Department is seeking approval to apply for FY2027 Smart Start grant funding from the Alliance for Children to support our Child Care Health Consultant (CCHC) program. This program is available to childcare centers and parents that need a link to experts in the field of child health and safety. Childcare licensing regulations offer minimal standards for health care and safety in NC childcare centers. CCHC staff are health care professionals with specialized training and expertise in child health issues who can provide expert guidance and technical assistance on a wide range of health and safety topics. The program has enabled Union County to implement strategies for the health and wellness of children from birth to five years of age, and research demonstrates this age sets the stage for the child's future success.

The Smart Start program has the potential to impact local childcare facilities that can benefit from access to health consultations, including health care plans, training and technical assistance on child health, safety, nutrition and child development. CCHC Registered Nurses have the training to implement health care plans and obtain appropriate resources to assist the childcare providers in successfully including children with special health care needs and/or behavioral needs.

FINANCIAL IMPACT:

In FY2026, Union County received \$91,500 in grant funding and the FY2027 amount is anticipated to remain approximately the same. The FY2027 financial cost to Union County is an in-kind contribution of 19%, which is typically provided by the Human Services Agency through County personnel and

use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.



Union County, NC

Staff Report

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

File #: 25-728

Agenda Date: 12/8/2025

TITLE:

Grant Application - FY2027 Alliance for Children-Smart Start Peer Breastfeeding Support Continued Grant Funding

INFORMATION CONTACT:

Stephanie Starr, Human Services Agency - Community Support and Outreach, Director, 704-296-4302

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Human Services Agency Community Support and Outreach Department seeks approval to apply for FY2027 Smart Start grant funding to support the Peer Breastfeeding Support program. Part of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program, the Breastfeeding Support Program was established in 2000 and is available for at-risk pregnant women, breastfeeding women, and infants. The Program provides prenatal and postpartum support and education to WIC Program participants and Union County residents, which includes prenatal breastfeeding classes, one-on-one consults from a breastfeeding peer counselor, an after-hours telephone hotline, and issuance of various breastfeeding supplies.

Breastfeeding is the recommended source of nutrition and preventative health care for the first six months of life and is recommended to be continued for at least one year. Many health and scientific organizations support the benefits of breastfeeding, which is associated with a decreased risk of acute otitis media, nonspecific gastroenteritis, asthma, lower respiratory infection, atopic dermatitis, obesity, childhood leukemia, type I and type II diabetes, necrotizing enterocolitis (NEC) and sudden infant death syndrome (SIDS) for infants and children. It is also prescribed for infants for a variety of reasons such as mal-absorption, congenital anomalies, feeding intolerance, gut priming and immunologic deficiencies. Lack of breastfeeding may be detrimental to maternal health, increasing the risk of developing certain chronic conditions and cancers, and may also lead to quicker additional pregnancies as women may not experience the fertility reduction associated with lactation amenorrhea that occurs when fully breastfeeding. Breastfeeding success is associated with accurate, up-to-date education and support.

Prenatal and postpartum breastfeeding promotion, education, and support are helpful in building confidence in new mothers, preparing them for what to expect when their infant arrives, and increasing duration and initiation rates. Breastfeeding Peer Counselors significantly improve initiation rates and have been shown to have a positive effect on duration of breastfeeding by providing support from someone who has also breastfed.

In FY2026, the Peer Breastfeeding Support Program received \$62,807. All funding was expended in FY2025, primarily for personnel-related expenses, and we expect the same in FY2026 and FY2027.

FINANCIAL IMPACT:

In FY2026, the Peer Breastfeeding Support Program received \$62,807 in grant funding and the FY2027 amount is anticipated to remain approximately the same. The FY2027 cost to Union County is an in-kind contribution of 19%, which is typically provided by the Human Services Agency through County personnel (WIC personnel and contracted services provided by WIC's regional breastfeeding coordinator) and \$6,400 for use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.



Union County, NC

Staff Report

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

File #: 25-730

Agenda Date: 12/8/2025

TITLE:

Grant Application - FY2027 Alliance for Children Subsidized Child Care Assistance Application for Funding

INFORMATION CONTACT:

Ashley Lantz, Human Services Agency - Social Services Department, Director, 704-296-4380

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Union County Human Service Agency Department of Social Services seeks approval to apply for FY27 Smart Start grant funding to support our Subsidized Child Care Assistance Program. North Carolina boasts one of the highest rates of working mothers with young children in the nation, making the availability of quality child care essential for the State's economic development and stability. Many of Union County's working families are struggling financially to meet the needs of their families. The availability of affordable, quality, legal and safe child care offers them financial support and relief as well as increases their likelihood of being successful in their jobs. By providing subsidized child care assistance to children in Union County, pre-school aged children can get a high-quality early childhood education which increases their chances of being healthy and more socialized. Additionally, early education enhances a child's ability to learn therefore they are better prepared for academic success when it is time for them to enter kindergarten.

In FY25, a total of 679 unduplicated children were served through the Subsidized Child Care Program. 105 of those children were funded with Smart Start Funds. The target population we serve with Smart Start Funds is pre-school aged (birth through age 5) residents of Union County, who are placed in a 5 star Union County child care facility or a 5-star child care home that has completed an agreement through NC FAST. One of our goals is to reach out and provide childcare assistance to as many eligible Union County families possible so they can become more financially stable in conjunction with strengthening each child's health, emotional development and educational foundation.

FINANCIAL IMPACT:

In FY26, we received a total of \$1,080,000 Smart Start funds for Subsidized Child Care Assistance, including \$155,000 for personnel and \$925,000 for direct purchase of services. For FY27, we are requesting a total of \$1,105,000 which includes \$155,000 for personnel and \$950,000 for direct purchase of services. No county funds are required. The FY2027 financial cost to Union County is an in-kind contribution of 19%, which is typically provided by the Human Services Agency through County personnel and use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.



Union County, NC

Staff Report

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

File #: 25-745

Agenda Date: 12/8/2025

TITLE:

Grant Application - FY2027 Alliance for Children-Smart Start Parenting Support and Nurturing Parent Program Continued Grant Funding

INFORMATION CONTACT:

Stephanie Starr, Human Services Agency, Community Support and Outreach Director, 704-296-4302

ACTION REQUESTED:

- 1) Authorize the County Manager to submit the associated grant application and make necessary assurances and certifications associated with the grant application as substantially consistent with this agenda item, which includes the authorization to execute documents related to award of the grant and budget funds as appropriate. 2) Upon receipt of the grant award, recognize, receive, and appropriate the awarded amount to the Community Support and Outreach budget.

PRIOR BOARD ACTIONS:

Requests and appropriation of received funding from the Alliance for Children for this program is approved by the Board annually.

BACKGROUND:

The Human Services Agency's Department of Community Support and Outreach seeks approval to apply for FY2027 Smart Start funding from the Alliance for Children to support our Parenting Support and Nurturing Parenting (PSNP) Program. The Program, currently in its 12th year of administration by the County, is available for at-risk parents of children ages birth to five years old who struggle with the parenting role or whose children are experiencing the early stages of child maltreatment and need intervention and treatment. The 13-session PSNP program meets weekly to help participating parents gain a better understanding of their infants, toddlers, and preschoolers as they grow and teach them self-worth, empowerment, and the importance of nurturing and its effect on others. Through self-awareness and skill-building activities, parents increase empathy, develop realistic expectations of children and appropriate family roles, and learn positive discipline practices.

Staff provided 722 parent sessions in FY2025 and 217 sessions in FY2026 to date. The program tracks parents who complete all sessions and successfully graduate, boasting a current success rate of 91.8% with a total of 471 parents who have completed the full 13-week program throughout its 14-year history. The estimated savings/economic impact to our community resulting from these parents' successful program completion is roughly \$438,568,200, which factors in the approximate costs of CPS Social Workers and their 0-5-year-old caseloads, the lifetime cost of child maltreatment, and the cost of the Parenting Support and Nurturing Parenting program itself. The Program impacts local child maltreatment recidivism rates, thus affecting the generational ripple effect on families and is a

valuable investment that produces high returns for our children and community.

FINANCIAL IMPACT:

In FY2026 Union County received \$144,655 in grant funding; the FY2027 amount is anticipated to be \$174,000. The FY2027 cost to Union County is an in-kind contribution of 19%, which is anticipated to include supervision expenses of \$8,060 and \$25,000 for use of office space. We will know the exact funding amount for which we are eligible when the RFP is released in January 2026.



Union County, NC

Staff Report

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

File #: 25-721

Agenda Date: 12/8/2025

TITLE:

October 2025 NCVTS Motor Vehicle Tax Report

INFORMATION CONTACT:

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

ACTION REQUESTED:

Approve the October 2025 NCVTS Motor Vehicle Tax Refund Report.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

FINANCIAL IMPACT:

\$3,397.65



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BRANTLEY, DENNIS FRANKLIN JR	BRANTLEY, DENNIS FRANKLIN JR		4006 HIGHWAY 205		MARSHVILLE, NC 28103	Adjustment >= \$100	0082448500	VJ5938	PENDING	946653496	Refund Generated due to adjustment on Bill #0082448500-2024-2024-0000	Situs error	10/31/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$125.57)	\$0.00	(\$125.57)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															017	TAX	\$14.69	\$0.00	\$14.69
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$140.88
															BUSY BEAVER PLUMBING CO	BUSY BEAVER PLUMBING CO		418 WHITEFRIARS LN	
200	TAX	(\$97.38)	(\$4.87)	(\$102.25)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
028	TAX	\$10.14	\$0.51	\$10.65															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
		Refund		\$121.60															
COUICK, BETTY GAMBLE	COUICK, BETTY GAMBLE		3115 LITTLE TOM STARNES R		MONROE, NC 28112	Adjustment >= \$100	0083032669	VEN5576	PENDING	946652472	Refund Generated due to adjustment on Bill #0083032669-2024-2024-0000	Situs error	10/31/2025						
															200	TAX	(\$83.06)	\$0.00	(\$83.06)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															029	TAX	\$6.13	\$0.00	\$6.13
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$106.93
															ELY, SAVANNAH TIFFANY	ELY, SAVANNAH TIFFANY		3011 MCKEE RD	
600	TAX	\$60.53	\$3.03	\$63.56															
200	TAX	(\$164.42)	(\$8.22)	(\$172.64)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
020	TAX	\$17.51	\$0.88	\$18.39															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
		Refund		\$120.70															
JUNI LLC	JUNI LLC		9212 CLERKWEILL DR		WAXHAM, NC 28173	Adjustment >= \$100	0087632746	LKW2938	PENDING	942244360	Refund Generated due to adjustment on Bill #0087632746-2025-2025-0000	Situs error	10/9/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$300.76)	\$0.00	(\$300.76)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															026	TAX	\$20.78	\$0.00	\$20.78
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$309.98
															MARTINS, JOEDES PEREIRA	MARTINS, JOEDES PEREIRA		5702 BARKSTONE DRIVE	
200	TAX	(\$108.79)	\$0.00	(\$108.79)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
020	TAX	\$11.58	\$0.00	\$11.58															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
		Refund		\$127.21															
MCBRYDE, MARY ADELINE	MCBRYDE, MARY ADELINE		2509 N DAVIDSON ST	APT 334	CHARLOTTE, NC 28205	Adjustment >= \$100	0082523566	JMH7977	PENDING	1057850550	Refund Generated due to adjustment on Bill #0082523566-2024-2024-0000	Situs error	10/1/2025						
															930	TAX	\$5.27	\$0.00	\$5.27
															200	TAX	(\$132.46)	\$0.00	(\$132.46)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															016	TAX	\$15.95	\$0.00	\$15.95
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$141.24



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
MCBRYDE, MARY ADELINE	MCBRYDE, MARY ADELINE		3212 EASTOVER RIDGE DR	UNIT 733	CHARLOTTE, NC 28211	Adjustment >=\$100	0081975893	JMH7977	PENDING	1057850559	Refund Generated due to adjustment on Bill #0081975893-2024-2024-0000	Situs error	10/1/2025		001	TAX	\$0.00	\$0.01	\$0.01
															930	TAX	\$5.27	\$0.66	\$5.93
															200	TAX	(\$132.46)	(\$16.56)	(\$149.02)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															016	TAX	\$15.95	\$1.99	\$17.94
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																		Refund	\$155.14
MCINTYRE, WILLIAM SANFORD III	MCINTYRE, WILLIAM SANFORD III	MCINTYRE, MARYELLEN	1224 GREYLYN DR		MATTHEWS, NC 28104	Adjustment >=\$100	0087670026	TLP0013	PENDING	1061432901	Refund Generated due to adjustment on Bill #0087670026-2025-2025-0000	Situs error	10/16/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$108.68)	\$0.00	(\$108.68)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															800	TAX	\$8.65	\$0.00	\$8.65
															026	TAX	\$7.51	\$0.00	\$7.51
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																		Refund	\$122.52
MILLENNIUM HOSPITALIST ASSOCIATES PLLC	MILLENNIUM HOSPITALIST ASSOCIATES PLLC		2006 CLOVER HILL RD		INDIAN TRL, NC 28079	Adjustment >=\$100	0082585202	RKD4179	PENDING	1064983203	Refund Generated due to adjustment on Bill #0082585202-2024-2024-0000	Situs error	10/31/2025		001	TAX	\$0.00	\$0.00	\$0.00
															600	TAX	\$92.25	\$0.00	\$92.25
															200	TAX	(\$250.57)	\$0.00	(\$250.57)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															026	TAX	\$19.85	\$0.00	\$19.85
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																		Refund	\$168.47
MOORE, MICHAEL RAY	MOORE, MICHAEL RAY	MOORE, SHASSADI ALEXANDRIA	826 ACCENT AVE SE		CONCORD, NC 28025	Adjustment >=\$100	0084663106	KMF6598	PENDING	941111448	Refund Generated due to adjustment on Bill #0084663106-2024-2024-0000	Situs error	10/3/2025		001	TAX	\$0.00	\$0.01	\$0.01
															200	TAX	(\$124.67)	(\$0.11)	(\$132.78)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															027	TAX	\$16.32	\$1.06	\$17.38
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	(\$0.01)	(\$0.01)
																		Refund	\$145.40
															NEALON, BLAIK STEFAN	NEALON, BLAIK STEFAN		4415 OLD MARSHVILLE RD	
200	TAX	(\$131.84)	\$0.00	(\$131.84)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
022	TAX	\$22.43	\$0.00	\$22.43															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
			Refund	\$139.41															
NEW AGE COMMUNICATION LLC	NEW AGE COMMUNICATION LLC		1701 INDUSTRIAL DR		MONROE, NC 28110	Adjustment >=\$100	0081858533	NY4738	PENDING	1058405814	Refund Generated due to adjustment on Bill #0081858533-2024-2024-0000	Situs error	10/2/2025						
															600	TAX	\$107.61	\$7.00	\$114.61
															200	TAX	(\$292.28)	(\$19.00)	(\$311.28)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															019	TAX	\$37.11	\$2.41	\$39.52
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																		Refund	\$187.15
RAMIREZ, VIOLET ROSE	RAMIREZ, VIOLET ROSE		102 SIVER GLEN LN		INDIAN TRAIL, NC 28079	Adjustment >=\$100	0082309115	LFM9366	PENDING	1057850415	Refund Generated due to adjustment on Bill #0082309115-2024-2024-0000	Situs error	10/1/2025		001	TAX	\$0.00	\$0.00	\$0.00
															600	TAX	\$51.36	\$0.00	\$51.36
															200	TAX	(\$139.50)	\$0.00	(\$139.50)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															020	TAX	\$14.85	\$0.00	\$14.85
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																		Refund	\$103.29



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ROBERTSON, KERRY SHERRILL	ROBERTSON, KERRY SHERRILL		1802 MOUNTAIN SPR CH RD		MONROE, NC 28112	Adjustment >=\$100	0087566329	VX9243	PENDING	943043352	Refund Generated due to adjustment on Bill #0087566329-2025-2025-0000	Situs error	10/14/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$83.41)	\$0.00	(\$83.41)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															014	TAX	\$8.34	\$0.00	\$8.34
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$105.07
															SCHILL CONCRETE FINISHING INC	SCHILL CONCRETE FINISHING INC		400 GATEWOOD LN	
200	TAX	(\$335.29)	\$0.00	(\$335.29)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
000	TAX	\$16.68	\$0.00	\$16.68															
026	TAX	\$26.56	\$0.00	\$26.56															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
		Refund		\$322.05															
TSMAS, JONI PANOS	TSMAS, JONI PANOS		605 MEDALLION DR		MARVIN, NC 28173	Adjustment >=\$100	0087645669	LEH9236	PENDING	942476816	Refund Generated due to adjustment on Bill #0087645669-2025-2025-0000	Situs error	10/10/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$368.54)	\$0.00	(\$368.54)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															026	TAX	\$25.46	\$0.00	\$25.46
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$373.08
															TUCKER, JACOB A	TUCKER, JACOB A	TUCKER, ASHLEE ANNE	3013 WAXHAW INDIAN TRAIL RD	
200	TAX	(\$115.98)	\$0.00	(\$115.98)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
020	TAX	\$12.35	\$0.00	\$12.35															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
		Refund		\$133.63															
WASHINGTON PENN PLASTIC CO., INC.	WASHINGTON PENN PLASTIC CO., INC.		2281 BALL DR		SAINT LOUIS, MO 63146	Adjustment >=\$100	0082846497	LEV8829	PENDING	946654008	Refund Generated due to adjustment on Bill #0082846497-2024-2024-0000	Situs error	10/31/2025						
															200	TAX	(\$199.66)	\$0.00	(\$199.66)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															015	TAX	\$21.93	\$0.00	\$21.93
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$207.73
															YARO PLUMBING INC	YARO PLUMBING INC		PO BOX 731	
000	TAX	\$101.85	\$0.00	\$101.85															
200	TAX	(\$263.60)	\$0.00	(\$263.60)															
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
023	TAX	\$25.58	\$0.00	\$25.58															
003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00															
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
		Refund		\$166.17															
																		Refund Total	\$3397.65



Union County, NC

Staff Report

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

File #: 25-722

Agenda Date: 12/8/2025

TITLE:

Grant Application - North Carolina Department of Environmental Quality - Helene Recovery Recycling Infrastructure

INFORMATION CONTACT:

Caleb Sinclair, Solid Waste, Director, 704-296-4234

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The purpose of this grant program is to assist Hurricane Helene-impacted local governments with the implementation, expansion, recovery, and improvement of waste reduction programs in western North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Helene Recovery Recycling Infrastructure (HRRRI) grant program through funding from the United States Environmental Protection Agency (EPA), Grant D1-05D52025, Hazardous Waste Management State Program Support (66.801) through the American Relief Act of 2025. Successful applicants to the Helene Recovery Recycling Infrastructure grant program will enter into contracts with NCDEQ (the pass-through entity) to become subrecipients of the EPA grant.

The Union County department of Solid Waste is committed to providing environmentally responsible and cost-effective waste management solutions and infrastructure for the residents of Union County. We are seeking a \$4,306,100 grant to expand our recycling infrastructure which will increase yard waste processing capacity, increase beneficial compost production and enhance safety, program efficiency and public access, at residential waste and recycling centers throughout Union County.

Union County manages an average of 6,300 Tons of yard waste annually. This grant will make possible the revitalization of Union County's composting program as it will make equipment available for processing and composting material on-site on a much greater scale. Currently, this waste material is processed, hauled and disposed off-site by a contract service provider. Equipment made available through the HRRRI grant award will position the Union County department of Solid Waste to have the throughput processing capacity to manage increased volumes of material when needed to assist our region with storm generated material if/when future events impact our area. This project

will create increased processing capacity for yard waste for Union County and will produce beneficial compost material and save the Solid Waste program approximately \$300,000 annually in contract costs.

Elements of this grant project scope include improvements to recycling convenience centers which will improve public access, enhance safety and efficiency to the collection and transportation of traditional recyclables and E-Waste.

FINANCIAL IMPACT:

Grant request for \$4,306,100



Union County, NC

Staff Report

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

File #: 25-727

Agenda Date: 12/8/2025

TITLE:

Grant Application - Gary Sinise Foundation First Responder Outreach

INFORMATION CONTACT:

Jon Williams, Fire Marshal's Office, Fire Marshal, 980-699-8880

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The Gary Sinise Foundation provides grants to first responder departments for essential equipment and training through its First Responder Outreach Grant program. There are currently known areas in Union County where radio coverage is insufficient, preventing reliable communication among first responders. The Fire Marshal's office seeks to purchase (2) digital vehicle repeater systems, which are crucial technology in modern public safety communications. They bridge the gap between portable radios and wide area radio networks, ensuring first responders maintain reliable communication in places where normal coverage drops off. Grant amount requested will be approximately \$60,643.

FINANCIAL IMPACT:

There is no County match required for this grant so no cost to the County.



Union County, NC

Staff Report

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

File #: 25-739

Agenda Date: 12/8/2025

TITLE:

Capital Project Ordinance Amendments - South Piedmont Community College Aseptic Training Center Construction Project

INFORMATION CONTACT:

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

ACTION REQUESTED:

Adopt Capital Project Ordinance Amendments 184A and 314D.

PRIOR BOARD ACTIONS:

- 1) June 30, 2016 - Approved CPO 184 as part of the Capital Improvement Project (CIP) Adopted Budget for FY 2017.
- 2) September 19, 2022, Regular Meeting, Agenda Item # 22-657 - Approved CPO 314 for construction of the SPCC Aseptic Training Center.
- 3) February 19, 2024, Regular Meeting, Agenda Item # 24-114 - Approved CPO Amendment 314A.
- 4) May 6, 2024, Regular Meeting, Agenda Item # 24-263 - Approved CPO Amendment 314B.
- 5) May 19, 2025, Regular Meeting, Agenda Item # 25-286 - Approved CPO Amendment 314C.

BACKGROUND:

As part of the Adopted CIP Budget for FY 2017, Capital Project Ordinance (CPO) 184 was established for SPCC projects, including two projects for parking lot construction (80079) and resurfacing (80078), totaling \$812,000. CPO 314 for the construction of the Aseptic Training Center (80179) was first adopted in May 2022 and has been amended three times (as referenced above), with a current balance of \$6,175,100.

SPCC would like to transfer funds from the parking projects above (80078 and 80079) to the Aseptic Training Center construction project (80179), and complete all of these items as part of a larger single project totaling \$6,987,200. Approval of CPO amendments 184A and 314D is required to facilitate this transfer of funds and completion of the project.

FINANCIAL IMPACT:

None.

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #184A – SPCC PARKING PROJECTS

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NORTH CAROLINA:

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

SPCC Parking Lot Resurfacing
SPCC Parking

Including 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 in the amount of \$812,100 is hereby appropriated, resulting in a revised total project cost of \$0.

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 General Fund \$0

Section III. The attached CPO #184A 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 8th day of December 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET				REQUESTED BY			
General Capital Fund				SPCC			
FISCAL YEAR				DATE			
FY 2026				December 8, 2025			
PROJECT SOURCES				PROJECT USES			
Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
General CIP Fund				General CIP Fund			
IFT from General Fund	812,100	(812,100)	-	SPCC Parking Lot Resurfacing	467,100	(467,100)	-
				SPCC Parking	345,000	(345,000)	-
Total	812,100	(812,100)	-	Total	812,100	(812,100)	-

EXPLANATION: Appropriate funding from SPCC Parking Lot Resurfacing (80078) and SPCC Parking (80079) projects to provide additional funding for SPCC Aseptic Training Center (80179) project. Additional information regarding other capital projects funded through CPO 184 is available in historical data.

DATE: 12/8/2025

APPROVED BY: _____
Bd of Comm/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY							
PROJECT SOURCES				PROJECT USES			
Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
General CIP Fund				General CIP Fund			
SPCC Parking Lot Resurfacing				SPCC Parking Lot Resurfacing			
IFT from General Fund	467,100	(467,100)	-	Payments to Other Gov Units	467,100	(467,100)	-
40080078-4010				40080078-5630			
SPCC Parking				SPCC Parking			
IFT from General Fund	345,000	(345,000)	-	Payments to Other Gov Units	345,000	(345,000)	-
40080079-4010				40080079-5630			
Total	812,100	(812,100)	-	Total	812,100	(812,100)	-

Prepared By ga
Posted By _____
Date _____

Number CPO - 184A

UNION COUNTY, NORTH CAROLINA
2025-2026
CAPITAL PROJECT ORDINANCE #314D

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NORTH CAROLINA:

Section I. That for the purpose of providing funds, together with any other previously appropriated available funds, for the following projects:

SPCC Aseptic Training Center
SPCC Western UC Classroom Building

Including 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 \$812,100 is hereby added for total project cost of \$6,987,200.

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 General Fund	\$ 812,100
General Obligation Bond Proceeds	\$ 6,175,100

Section III. The attached CPO #314D 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 8th day of December 2025.

ATTEST:

Lynn G. West,
Clerk to the Board

Chair, Union County Board of Commissioners

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET General Capital Fund
FISCAL YEAR FY 2026

REQUESTED BY SPCC
DATE December 8, 2025

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
General CIP Fund			-
IFT from General Fund	-	812,100	812,100
GO Bonds Proceeds - 2018 Voter Approved	6,175,100		6,175,100
Total	6,175,100	812,100	6,987,200

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
General CIP Fund			
SPCC Aseptic Training Center	6,175,100	812,100	6,987,200
SPCC Western UC Classroom Building	-	-	-
Total	6,175,100	812,100	6,987,200

EXPLANATION: Appropriate funding from SPCC Parking Lot Resurfacing (80078) and SPCC Parking (80079) projects to provide additional funding for SPCC Aseptic Training Center (80179) project.

DATE: 12/8/2025

APPROVED BY: _____
Bd of Comm/County Manager
Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
General CIP Fund			
SPCC Aseptic Training Center			
IFT from General Fund	-	812,100	812,100
40080179-4010			
GO Bond Proceeds	6,175,100	-	6,175,100
40080179-4710			
SPCC Western UC Classroom Building			
GO Bond Proceeds	-	-	-
40080095-4710			
Total	6,175,100	812,100	6,987,200

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
General CIP Fund			
SPCC Aseptic Training Center			
Payments to Other Gov Units	6,175,100	812,100	6,987,200
40080179-5630			
SPCC Western UC Classroom Building			
Payments to Other Gov Units	-	-	-
40080095-5630			
Total	6,175,100	812,100	6,987,200

Prepared By ga
Posted By _____
Date _____

Number CPO - 314D



Union County, NC

Staff Report

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

File #: 25-740

Agenda Date: 12/8/2025

TITLE:

Interlocal Agreement - Town of Marshville Community Development Block Grant Park Lighting and Fencing Project

INFORMATION CONTACT:

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County has prepared an Interlocal Agreement with the Town of Marshville to support park improvements funded through the Community Development Block Grant (CDBG) program. The County receives CDBG funds from HUD and will administer lighting, fencing, and related safety and accessibility upgrades at a public park located on Olive Branch Road in Marshville. These improvements meet the CDBG national objective of benefiting low- and moderate-income residents.

Under the agreement, Union County will retain full responsibility for procurement, environmental review, financial management, monitoring, reporting, and overall compliance with federal grant requirements. The Town of Marshville will cooperate by providing site access, coordinating work, supporting community engagement, and assuming responsibility for all ongoing maintenance and operation of the improvements once the project is complete. The Town will not receive or directly expend CDBG funds.

A separate project agreement will be executed for contracted construction services. The interlocal agreement outlines each party's obligations, indemnification provisions, term, termination rights, and compliance with applicable federal and state regulations.

FINANCIAL IMPACT:

None.

STATE OF NORTH CAROLINA

COUNTY OF UNION

**INTERLOCAL AGREEMENT BETWEEN
UNION COUNTY, NORTH CAROLINA
AND THE TOWN OF MARSHVILLE, NORTH CAROLINA**

This Agreement (“Agreement”) is made and entered into this [REDACTED], by and between Union County, North Carolina (hereinafter referred to as “County”) and the Town of Marshville, (hereinafter referred to as “Town”), together referred to as the “Parties.”

PREMISES

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes the entry of interlocal agreements between local government agencies to execute any undertaking; and

WHEREAS, the County has entered into an agreement to receive funds under the Community Development Block Grant (CDBG) pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383 from the US Department of Housing and Urban Development (hereinafter called “HUD”).

WHEREAS, improvements to public facilities such as parks, including installation of fencing, lighting, and other safety and accessibility enhancements (“proposed park improvements”), are eligible activities under 24 C.F.R. § 570.201(c) when such improvements benefit residents of low- and moderate-income areas or otherwise meet a national objective of the CDBG program; and

WHEREAS, the proposed park improvements will enhance public safety, accessibility, and community use, and are located in areas that primarily benefit low- and moderate-income residents, thereby meeting the CDBG national objective of benefiting low- and moderate-income persons as set forth in 24 C.F.R. § 570.208(a); and

WHEREAS, the County will administer its CDBG program funds as outlined in this Agreement in cooperation with the Town, with both parties working together to complete the proposed park improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the authority granted by law, the Parties agree as follows:

1. Administration of Funds.

Union County shall administer CDBG program funds estimated not to exceed one million dollars (\$1,000,000.00), subject to adjustment based on the results of competitive bidding for the proposed park improvements, in accordance with the Housing and Community Development Act of 1974 and applicable federal and state regulations. The County shall retain full responsibility for ensuring

compliance with all CDBG requirements, including procurement, environmental review, financial management, and reporting.

2. Project Scope.

The CDBG funds will be used by Union County to undertake lighting and fencing improvements at a public park located at Olive Branch Road, Marshville, NC 28103 (“the Project”). These improvements are intended to enhance public safety, accessibility, and overall community benefit for residents of low- and moderate-income areas.

3. Community Development Block Grant (CDBG) Funding Regulations.

The purpose of this Agreement is to establish the terms and conditions allocated under the CDBG funding program. All activities and expenditures must comply with HUD regulations, including but not limited to:

- a) 24 CFR Part 570 (CDBG Program Regulations)
- b) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- c) National Environmental Policy Act (NEPA) requirements
- d) Davis-Bacon and Related Acts (where applicable)
- e) Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws

4. Town of Marshville Responsibilities.

The Town agrees to cooperate with Union County in carrying out the Project, including providing access to the park sites, assisting with coordination of work, and supporting community engagement efforts as needed. The Town shall not receive or expend CDBG funds directly under this agreement. The Town shall maintain any records related to its responsibilities under this Agreement and make such records available to the County, HUD, the North Carolina Department of Commerce, and their auditors or representatives upon reasonable notice for purposes of monitoring or audit.

Upon completion of the Project, the Town shall be responsible for all future maintenance, operation, and liability associated with the improvements, including the obligation to ensure continued public use and benefit.

5. Project Implementation.

The Parties acknowledge that the proposed park improvements funded under this Agreement will require services to be performed by third-party contractors. The Parties shall enter into a separate written agreement (the “Project Agreement”) governing the terms and responsibilities for such contracted work. The Parties shall coordinate on Project timelines, communications, and site access to ensure the successful completion of the Project and compliance with all applicable funding conditions.

6. Term.

This Agreement shall commence upon execution by both Parties and remain in effect until completion of the Project, including all CDBG-required reporting and closeout procedures. Either Party may terminate this Agreement upon thirty (30) days’ written notice if the other Party materially breaches any term herein.

7. Amendments

This Agreement may be modified or amended by mutual consent of all parties as long as the amendment is executed in the same fashion as this Agreement. Unless otherwise specifically agreed to in writing such amendment shall not operate as or be interpreted to be a termination of this Agreement, and it shall continue in effect except as necessarily or expressly modified through such amendment.

8. Liability and Indemnification

To the extent permitted under the laws of the State of North Carolina, each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result in or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

Each Party shall require any contractor engaged under this Agreement to maintain adequate insurance coverage and to indemnify and hold harmless both the County and the Municipality for claims arising from the contractor's acts or omissions.

9. Independent Contractor Status

In performing the work, duties, and obligations under this Agreement and any future Project Agreements, it is mutually understood and agreed that neither party's employees will be considered officers, agents, or employees of the other party. Neither party shall have nor exercise any control or direction over the methods by which either party and/or its agents or employees shall perform their work and functions. Each party shall be solely responsible for its own debt, obligations, acts, and omissions on behalf of its employees.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings regarding the subject matter herein. No representations, warranties, or promises have been made except as expressly stated herein.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

TOWN OF MARSHVILLE

_____(SEAL)
Brian Matthews
County Manager

_____(SEAL)
Town Manager

ATTEST:

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

Town Clerk – Town of Marshville

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:

Union County

Town of Marshville



Union County, NC

Staff Report

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

File #: 25-741

Agenda Date: 12/8/2025

TITLE:

Purchase - Community Development Block Grant Marshville Municipal Park Lighting

INFORMATION CONTACT:

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Union County received a turnkey proposal from Musco Sports Lighting, LLC for new LED lighting at Marshville Municipal Park, supporting baseball, softball, and tennis/basketball facilities. The quote was procured through the Sourcewell cooperative purchasing contract (041123-MSL), for which Union County is an active member.

The scope includes demolition of existing wooden poles/fixtures, installation of Musco's Light-Structure System™ with Total Light Control (TLC-LED™) technology, new electrical service components, signed/sealed engineering drawings, permitting, and required MWBE participation (35%). The system includes a 25-year warranty covering all maintenance, labor, materials, and communication costs via Musco's Control Link monitoring system.

Total Project Cost (Turnkey): \$1,125,000

- Musco materials and pole modifications: \$707,000
- Installation (includes 35% MWBE): \$395,000
- Estimated USE tax: \$23,000
-

This project supports the planned CDBG-funded park improvements in partnership with the Town of Marshville and aligns with the lighting needs for Fields #1-3 and the tennis/basketball courts.

FINANCIAL IMPACT:

Union County CDBG program will be expending \$1,125,000 of its federal funds in a HUD Qualified Census Tract area on Parks and Recreation equipment. Completing this project will push the CDBG program towards compliance with HUD Timeliness and meeting the mission of CDBG in Union

County.

November 11, 2025

Marshville Municipal Park Baseball, Softball and Tennis Project #248423

Marshville, North Carolina

Sourcewell Quotation Price – Turnkey Installation

Baseball 300' radius 50/30 footcandles, Softball 190' radius 50/30 footcandles, Softball 200'/225'/200' irregular radius 50/30 footcandles and 3 court Tennis/Basketball combo 50 footcandles

Musco Materials per field description, security camera electrical enclosures and pole modifications to accommodate.....	\$ 707,000
Installation per scope providing 35% MWBE contribution by a NC certified MWBE contractor, signed and sealed electrical drawings, permitting.....	\$ 395,000
USE tax estimate.....	\$ 23,000
Total.....	\$1,125,000

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Musco's Light Structure Green System provides 25 years of safe, guaranteed light levels at the lowest operating cost in a hassle free manner by eliminating 100% of the maintenance and communication costs.

- Musco is the manufacturer and directly responsible for the production and performance of their lighting systems.
- This is a quality UL Listed lighting system – designed with enclosed wiring, and remote ballasts for maintenance and easy fuse inspection.
- This system maintains the integrity of the light for 25 years of guaranteed maintained light levels with our patented Constant Light Technology.
- All maintenance associated with the lighting system including labor and materials covered by Musco's Constant 25 years warranty.
- Musco provides specifically funded reserves to assure owners of their ability to back up the performance claims and maintenance.
- Musco provides testing and accountability throughout warranty period
- Musco Sports Lighting is the only manufacturer with dedicated field service/maintenance staff with a local office.
- Control Link internet-based control and monitoring system provides the most comprehensive values/features. All communication costs are included during the warranty period.
- Glare and spill light control is reduced by at least 50% compared to conventional light technology as specified through improved photometrics and proper mounting height design.

System Description

- Total Light Control™ TLC-LED factory-aimed and assembled luminaires
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight



Quote

- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Notes

- Union County Sourcewell member #27270
- Sourcewell Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027 Category: Sports lighting with related supplies and services.
- All purchase orders should note the following: Sourcewell Purchase – Contract Number: 041123-MSL
- Includes signed and sealed foundation drawings based on standard soils
- Assumes standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Includes signed and sealed electrical drawings
- Includes permitting costs
- Includes applicable USE taxes
- Timing of installation based on date that executed contract is received.
- Quote is confidential.
- Pricing valid until 12-31-25.

Thank you for considering Musco for your lighting needs. Please contact me to review any questions or if you need additional details.



Dina Neeley
North Carolina Senior Lighting Consultant
Musco Sports Lighting, LLC
336.414.1030
dina.neeley@musco.com





North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Gabriel J. Esparza
Secretary

Alicia Lyon
Director

6/6/2025

Sara Cane

Certification Number: HUB-366616
Newco Electric, LLC. (Female Owned)
6135 Ashland Rd.
Kannapolis, North Carolina 28083

Dear Sara Cane:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This HUB certification remains in effect for a duration of 4 years.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at [Third Party Challenge Form](#). All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <https://www.doa.nc.gov/divisions/historically-underutilized-businesses-hub/resources/state-local-contracting> to locate the local office near you.

It is important to note that although your status as a certified HUB firm can improve your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process. We provide training and resource materials to assist vendors in navigating state government solicitations. Visit our web site for more information at [NC DOA Historically Underutilized Businesses \(HUB\) Office - Minority, Women-Owned & Small Businesses](#).

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Alicia Lyon

Alicia Lyon
Director



Marshville Municipal Park Scope of work

Field #1 Scope of work

Musco LSG System

- Receive, offload, store, layout, assemble, erect, ground and terminate.
- Demo & dispose of 6 existing wood poles/fixtures.

Electrical Service scope

- Use existing, 200-amp, 120/208-volt, 3-Phase, underground.
- Build a new galvanized free-standing rack.
- Add Musco LCC.
- Add new circuit breakers as needed.

Branch Circuits

- One to each Musco light pole.
- One, 20A/120v circuit to Pole B1 security camera.
- PVC or HDPE conduit, Schedule 40.
- Copper wire.

Field #2 Scope of Work

Musco LSG System

- Receive, offload, store, layout, assemble, erect, ground and terminate.
- Demo & dispose of 6 existing wood poles/fixtures.

Electrical Service:

- Use existing tennis service, 200-amp, 120/208-volt, 3-Phase, underground.
- Build a new galvanized free-standing rack.
- Add new 100A sub-panel.
- Add Musco LCC.
- Add new circuit breakers as needed.

Branch Circuits

- One to each Musco light pole.
- One, 20A/120v circuit to Pole A1 security camera.
- PVC or HDPE conduit, Schedule 40.
- Copper wire.

Field #3 Scope of Work

Musco LSG System

- Receive, offload, store, layout, assemble, erect, ground and terminate.
- Demo & dispose of 6 existing wood poles/fixtures.

Electrical Service:

- Use existing, 200-amp, 120/208-volt, 3-Phase, overhead.
- Build a new galvanized free-standing rack.
- Add Musco LCC.
- Add new circuit breakers as needed.



Branch Circuits

- One to each Musco light pole.
- One, 20A/120v circuit to Pole B1 security camera.
- PVC or HDPE conduit, Schedule 40.
- Copper wire.

Tennis/Basketball Scope of Work

Musco LSG System

- Receive, offload, store, layout, assemble, erect, ground and terminate.
- Demo & dispose of 4 existing wood poles/fixtures.

Electrical Service:

- Use existing, 200-amp, 120/208-volt, 3-Phase, underground.
- Build a new galvanized free-standing rack.
- Add new 100A sub-panel for Softball Field #2.
- Add Musco LCC.
- Add new circuit breakers as needed.
- Add player activated courtside pushbutton controls

Branch Circuits

- One to each Musco light pole.
- One, 20A/120v circuit to Pole T3 security camera.
- PVC or HDPE conduit, Schedule 40.
- Copper wire.



Union County, NC

Staff Report

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

File #: 25-725

Agenda Date: 12/8/2025

TITLE:

Bid Award and Construction Contract - Union County Progress Building Roof Replacement

INFORMATION CONTACT:

Linda Whitaker, Facilities and Fleet Management, Assistant Director Design and Construction, 704-420-2626

ACTION REQUESTED:

1) Award contract to Dry-Tech Commercial Roofing Services in the amount of \$116,654.78; 2) authorize the County Manager to i) negotiate and execute an agreement substantially consistent with this agenda item, ii) exercise any renewal or extension term options set forth in the agreement, and iii) terminate the agreement if deemed in the best interest of Union County, each in the County Manager's discretion; and 3) adopt Resolution Providing Notice of Construction of the Union County Progress Building Roof Replacement.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

The project scope of work entails replacing the existing stone ballast EPDM roof, metal roof coping, metal flashing, gutters and downspouts on the administrative building with a modified bitumen flat roof system as a part of scheduled life cycle replacement.

On October 9, 2025, Procurement and Contract Management partnered with Facilities and Fleet Management to issue an Invitation for Bids, IFB 2025-052. On November 6, 2025, six (6) bids for the titled project were received and processed. All bids were tabulated, reviewed and certified by Gensler. The bids ranged from \$116,654.78 - \$155,625.00; staff recommends the project be awarded to the lowest, responsive, responsible bidder, Dry-Tech Commercial Roofing Services, in the amount of \$116,654.78.

FINANCIAL IMPACT:

Funding is available within the adopted capital account - Facilities Repair and Renovation, 40080069, to support the construction contract amount of \$116,654.78

UNION COUNTY, NORTH CAROLINA

Union County Progress Building Roof Replacement
IFB 2025-052

ADVERTISEMENT FOR BIDS

Sealed Bids for Union County Progress Building Roof Replacement will be **received by Union County Procurement and Contract Management**, 610 Patton Avenue, Monroe, North Carolina 28110 **until 3:00 PM local time on November 6, 2025**, at which time the Bids received will be publicly opened and read. Late bids will not be accepted.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **"BID ENCLOSED – 2025-052"** and shall be addressed to Union County Procurement and Contract Management, Attn: Vicky Watts, 610 Patton Avenue, Monroe, NC 28110.

A Non-Mandatory Pre-Bid meeting will be held on **October 21, 2025, at 11:00 AM** local time at 1407 Airport Road, Monroe, NC 28110. Attendance at this meeting is strongly encouraged.

Scope of Work: Work to include reroofing the office building located at 1407 Airport Road, Monroe, NC 28110. Based on the site information, the existing roof system is approximately 5,100 square feet and consists of a stone ballast EPDM roof system. The roof drains to a gutter on the northwest side of the roof and a short parapet wall makes up the remaining perimeter. There are numerous curb-mounted mechanical units and pipe vents located across this roof area. There is also a gas line that feeds each unit that extends across the length of the roof. This building was constructed in the mid-1990s and contains the original roof system. Scope of work includes removal of existing stone ballast, removal of existing roofing membrane and insulation down to decking. Removal of existing metal coping, gutters, and downspouts. New roofing and insulation to be installed per design drawings. New metal copings, metal flashing, gutters, and downspouts to be provided. Existing gas pipes at roof to be painted yellow. Two (2) new 4" plastic pads at existing condensing units to be provided.

The Work includes coordinating with Union County Facilities and Fleet Management for access, security, and shutdowns.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as set forth in the Bid Form.

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (Vicky.watts@unioncountync.gov). Deadline for questions is 5:00 PM local time on October 23, 2025. Questions will be addressed via Addenda no later than **7** days prior to bid date.

The Issuing Office for the Bidding Documents is:

Name of Issuing Office: Gensler
 Address: 101 South Tryon Street
 Suite 2100
 Charlotte, NC 28280
 Contact Name: Taras Kes
 Contact E-mail Address: Taras_Kes@gensler.com
 Contact Phone: (704) 338-0221

Prospective Bidders may examine the Bidding Documents at Union County Procurement and Contract Management at 610 Patton Avenue, Monroe, North Carolina 28110 on Mondays through Fridays between the hours of 8:00 AM and 5:00 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Gensler		IFB 2025-052
100% Construction Documents 09-12-2025	00 11 13	Union County Progress Building Roof Replacement

Bidding Documents are available in electronic or printed form from Duncan-Parnell via their bid room at <https://bidroom.duncan-parnell.com>. Registration with Duncan-Parnell is required to obtain the bid documents. There is no charge for registration. Printed hard copies of the Bidding Documents can be ordered and shipped for an additional fee, which will depend on the number of sets, size of Drawings, applicable taxes, and shipping method selected by the prospective Bidder. The approximate costs of the Bidding Documents and shipping are non-refundable, and are as follows:

- Download (PDF) \$50.00 plus tax
- Printed Set and Digital Set \$75.00 plus tax

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office or Duncan-Parnell.

Bidders must have a license to do work as a contractor in the State of North Carolina, as set forth under Article 1 chapter 87 of the North Carolina General statutes. The bidder's North Carolina Contractor license number shall be designated on the outside of the sealed envelope containing the Bid.

Bidders are required to provide a non-collusion affidavit, as set forth in the bidding documents.

As provided by statute, a deposit of cash, cashier's check or certified check on some bank or trust company insured by the Federal Deposit insurance Company, or a bid bond executed by corporate surety licensed under the laws of North Carolina to execute such bonds in the amount of 5% of the bid must accompany each bid. The payee shall be "**Union County**". Said deposit shall guarantee that the Agreement will be entered into by the successful bidder if award is made. Such deposit may be held by Union County until the successful bidder has executed and delivered all required Contract documents to Union County.

Union County reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserve the right to reject the Bid and Bidder whom they find, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid and Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and technicalities not involving price, time, or changes in the Work and to negotiate, as allowed by law, contract terms with the Successful Bidder.

END OF DOCUMENT 00 11 13

Gensler		IFB 2025-052
100% Construction Documents 09-12-2025	00 11 13	Union County Progress Building Roof Replacement



Invitation for Bid No. 2025-052

Progress Building Roof Replacement

.....

ADDENDUM No. 1

ISSUE DATE: October 30, 2025

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.



October 21, 2025

Gensler and Associates (Union County)
101 South Tryon Street
Suite 2100
Charlotte, NC 28280

Attention: Taras Kes
Architect

Reference: Pre-Bid Meeting Minutes
Union County Progress Building
Roof Replacement
REI Project No. R25CLT-072

Dear Mr. Kes:

A Pre-Bid Meeting was held at 11:00 AM on 10/21/2025 at the project site to discuss the details of the above referenced project. Refer to the attached sign in sheet for the attendance. The following points of interest were discussed:

1. Zach Marlowe opened the meeting and a sign-in sheet was circulated.
2. A brief introduction of the project was provided.
3. Project Documents including Project Manual and Drawings sent electronically prior to the meeting. If you have not received documents, please email REI's Project Manager to request documents.

Section 00 11 13-Advertisement for Bids

4. Bids shall be received by Owner until 3:00 PM on 11/6/2025 at 610 Patton Avenue, Monroe, North Carolina 28110. The bids shall be publicly opened and read.
5. Bidder attendance at this pre-bid meeting was recommended but not mandatory.

Section 00 21 13-Instructions to Bidders

6. Bid Security will be required and shall be submitted with Contractor's bid. Utilize the form contained in the project manual.
7. Performance and Payment Bonds for the Contract Amount will be required. Utilize the forms contained in the project manual.
8. RMA Form shall be submitted with Contractor's bid.

Section 00 41 13-Bid Form

9. One manufacturer for the roof system shall be listed on the Bid Form.
10. A 10% Base Bid contingency allowance shall be contained in the contractor's Bid.
11. The following Quantity Allowances shall be contained in the Base Bid.
 - a. Repair 100 SF of Corroded Steel Deck (Corrosion Degree 1) with Coating. Refer to Section 05 01 30 – Steel Roof Deck Repair and Securement.

- b. Repair 10 SF of Steel Deck (Corrosion Degree 2) with Steel Plates. Refer to Section 05 01 30 – Steel Roof Deck Repair and Securement.
 - c. Overlay 10 SF of Deteriorated Steel Deck (Corrosion Degree 3) with Steel Deck. Refer to Section 05 01 30 - Steel Roof Deck Repair and Securement.
 - d. Replace 100 SF of Deteriorated Steel Deck (Corrosion Degree 4). Refer to Section 05 01 30 - Steel Roof Deck Repair and Securement.
 - e. Replace 125 BF of Deteriorated Wood Blocking. Refer to Section 06 10 00 – Rough Carpentry.
 - f. Replace 320 SF of Deteriorated Plywood. Refer to Section 06 10 00 – Rough Carpentry.
12. 6 unit prices shall be provided and utilized to determine the applicable quantity allowances.
13. Schedule of Completion:
- a. The construction duration (including any alternates accepted) for this project shall be **40 calendar days** before Liquid Damages shall be incurred of **\$250.00 per calendar day**.
 - b. Time is of the essence. Contractor shall commence work on this project within ten (10) days following receipt of an Executed Agreement between Owner and Contractor.
 - c. Date of commencement will be established in a Notice to Proceed issued to Contractor.
14. Provide all bid enclosures listed on the Bid Form including the following:
- a. A310-2010 Bid Bond
 - b. Non-Collusion Affidavit
 - c. E-Verify Affidavit
 - d. Roof Manufacturer's Acknowledgement Form
15. For additional information, please contact the Owner's designated MWSBE Representative.

Section 01 11 00-Summary of Work

16. A brief outline of the scope of work was reviewed.

a. Low Slope Roof Replacement – Roof Area A:

- i. Remove and dispose of the roof system including flashings and sheet metal down to the steel deck.
 - ii. Secure the existing steel deck to structural framing members.
 - iii. Provide 1.5" Roof Insulation mechanically attached.
 - iv. Provide 2" Roof Insulation adhered in foam adhesive.
 - v. Provide Cover Board adhered in foam adhesive.
 - vi. Provide a two-ply modified bitumen roof membrane along with flashings and accessories.
 - vii. Replace sheet metal flashings and trim.
 - viii. Provide a complete, watertight, 20-year warrantable roof assembly.
17. No materials were sampled or tested for asbestos.

Section 01 14 00-Work Restrictions

18. Works hours shall generally be performed during normal business hours. Should the Contractor elect to work on Saturday or Sunday, notification to the Owner and Engineer at least 48 hours in advance shall be required.

Section 01 40 00-Quality Requirements

19. A full time superintendent is required for the project.

Section 01 77 00-Closeout Procedures

20. A Modified Bitumen Roofing System warranty, a Pre-Finished Sheet Metal finish warranty, and Contractor's Warranty shall be required.

21. Contractor shall submit all closeout documents within thirty (30) days from Punch List.

Technical Specifications/Contract Drawings

22. To be reviewed as necessary.

Miscellaneous

23. Staging and Material storage areas are as follows:

- a. Staging and material storage areas shall be determined at the Pre-Construction Meeting.
- b. Access to the roof shall be via existing wall mounted ladder. Contractor shall thoroughly clean access ladder after the completion of the roof replacement.
- c. The Contractor will provide a portable toilet facility and handwashing station, as required.

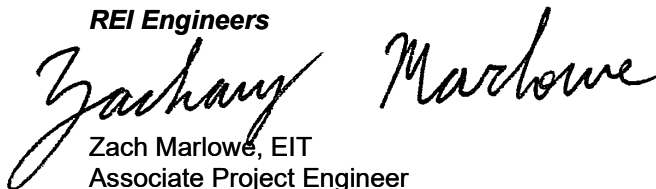
24. Bidders wishing to make additional site visits shall contact Owner/REI to coordinate an appointment for additional visits. Please allow 24 hours of advance notice to schedule the site visit. Bidders shall provide an extension ladder for access to the roof. Bidders must check in at the office immediately upon arrival to the facility.

25. All bidding or specification related questions are to be directed to REI Engineers in writing (email) by 5:00 PM on 10/23/2025 in an effort to keep addenda from being issued after 10/31/2025.

Please contact our office if you have any questions or corrections regarding these minutes.

Sincerely,

REI Engineers



Zach Marlowe, EIT
Associate Project Engineer

Enc: Pre-Bid Meeting Sign-in Sheet

PROJECT:	Union County Progress Building Roof Replacement	NO.:	01
OWNER:	Union County	DATE OF ISSUANCE:	10/30/2025
		ENGINEER:	REI Engineers
		REI PROJECT NO:	R25CLT-072

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated 9/12/2025 as noted below.

This addendum consists of 1 page(s), the attached Pre-Bid Meeting Minutes, revised or additional Specification Sections 00 62 33, 00 65 36, 01 21 00, 23 05 29, and the attached revised Drawing XR101.

CHANGES TO BIDDING REQUIREMENTS:

1. Pre-Bid Meeting Minutes: the attached Pre-Bid Meeting Minutes dated 10-21-2025 are incorporated into the Contract Documents by reference.
2. Add Section 00 62 33 – Roof Manufacturer’s Acknowledgement.
3. Add Section 00 65 36 – Contractor’s Warranty.

CHANGES TO SPECIFICATIONS:

1. Section 01 21 00 - Allowances, replace with the attached, Revision No. 1 Section 01 21 00 - Allowances.
2. Add Section 23 05 29 – Rooftop Hangers and Supports.

CHANGES TO CONTRACT DRAWINGS:

1. Drawing XR101 – Roof Plan, replace with the attached, Revision No. 1 Drawing XR101 – Roof Plan.

ALL OTHER REQUIREMENTS AND PROVISIONS OF THE BIDDING DOCUMENTS REMAIN UNCHANGED. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

END OF ADDENDUM

10/21/25

PRE-BID SIGN-IN
OWNER: Gensler Associates (Union County)
PROJECT: R25CLT-072 Progress Building Roof Replacement

Name	Company	Phone No.	Email
Zach Marlowe	REI Engineers	704-651-1060	zmarlowe@reiengineers.com
Brian Myers	DLT Roofing	919-648-8624	brian@dltroofing.com
Lin Tucker	ITC	704-525-3143	LT@interstateroofingco.com
Bill Cronin	BAKER	704-430-7088	BCRONIN@BAKERROOFING.COM
Austin Hood	DRY TECH	704-677-5780	AHOOD@DRYTECHROOFING.COM
Justin George	QXO	803-439-7844	Justin.george@QXO.com
MATT GRECO	Soprema	704-918-6232	Mgreco@Soprema.US
Joey Tillman	Owens Roofing	736-707-2051	joey@owensroofinginc.com
SCOTT CARAGHER	DAVCO ROOFING	980-267-8124	Scott.caragher@davcoroofing.com
MATTHEW KRIDER	DRYTECH	704-660-6957	MATTKRIDER@DRYTECHROOFING.COM
Rob Chubb	Garlock	704-318-6464	RChubb@garlock.com
Eric Simpson	Union County	704-238-7768	Eric.simpson@unioncountync.gov
Taras Kes	Gensler	704-338-0221	taras_kes@gensler.com
Paul Whitley	REI Engineers	704-458-1001	pwhitley@reiengineers.com
Vicky Watts	UC	704-283-364	vbwatts@unioncountync.gov

PART 1 GENERAL

1.1 FROM:

- A. Roofing Contractor: _____
- B. Address: _____
- C. Phone: _____ Email: _____

1.2 FOR:

- A. Owner: Union County, North Carolina
- B. Project: Union County Progress Building Roof Replacement
- C. REI Project No.: R25CLT-072
- D. Address: 1407 Airport Road, Monroe, North Carolina 28110

1.3 ACKNOWLEDGEMENT

- A. This is to advise the Owner that having thoroughly reviewed the Specifications and Drawings contained within the Project Manual dated 09-12-2025, the above-titled project, we acknowledge that the roof system(s) and flashing system(s) specified are suitable for the issuance of the specified Manufacturer's warranty on this project and have been tested and approved for the wind uplift pressures and specified external fire resistance rating outlined in the project specifications. Having reviewed the project requirements in detail, the Manufacturer will provide a written response of exceptions or exclusions to the Engineer through the contractor as otherwise outlined in the Advertisement or Invitation for Bids, if conflicts exist between the Manufacturer's warranty requirements and the above listed documents. Exceptions not submitted accordingly are subject to rejection. The manufacturer also certifies that the installer is approved, authorized, or licensed by the manufacturer to install the specified roof system and is eligible to provide the specified manufacturer's warranty. The manufacturer will comply with the specified requirements for on-site technical support.

1.4 EXECUTED BY:

- A. Manufacturer's Company Name: _____
- B. Designated Reviewer Name and Title: _____
- C. Signature: _____ Date: _____

END OF SECTION

PART 1 GENERAL

1.1 WARRANTY

- A. Know all men by these presents, that we, _____ (Contractor), having installed roofing system, flashings and sheet metal on the Union County Progress Building Roof Replacement under contract between Union County, North Carolina and Contractor, warrant to the Owner with respect to said work that for the period of 2 years from date of substantial completion of _____, 20____, the work shall be watertight and free from defects, provided however the following are excluded from this Warranty: 1) defects or failures resulting from abuse by the Owner, 2) damages caused by fire, tornado, hail, hurricane, acts of God, wars, vandalism, riots or civil commotion, and 3) defects in design involving failure of structural frame, load bearing walls, and/or foundations. We agree that should any leaks occur in the work we will perform emergency repairs within 24 hours' notice and perform permanent repairs promptly in a manner to restore the work to a watertight condition by methods compatible to the system, acceptable under industry standards and general practice, and acceptable to the Manufacturer, all at no expense to the Owner. We further agree that for the period specified below, we will make repairs at no expense to the Owner to defects which may develop in the work in a manner compatible to the system, acceptable under industry standards and general practice as established by the Engineer and acceptable to the Manufacturer.
- B. We agree to attend one post construction field inspection no earlier than one month prior to the Contractor's Warranty expiration date and to complete corrective actions requested by Owner, Engineer, or Manufacturer at no additional cost to the Owner.

1.2 EXECUTED BY

- A. Contractor: _____
- B. Authorized Officer Name and Title: _____
- C. Signature: _____ Date: _____

1.3 NOTARIZED BY:

- A. I, _____ (print name), a Notary Public for _____ County of _____ (State), do hereby certify that _____ (officer listed above) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this ____ day of _____, 20 _____. My commission expires ____ of _____, 20 ____.
- B. Signed: _____

(OFFICIAL SEAL)

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements governing allowances.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections apply to this Section, including but not limited to:
 - 1. Section 05 01 30 - Steel Roof Deck Repair and Securement
 - 2. Section 06 10 00 - Rough Carpentry

1.3 ABBREVIATIONS

- A. Abbreviations for typical units of measurement:
 - 1. Square Foot (SF)
 - 2. Square Yard (SY)
 - 3. Cubic Foot (CF)
 - 4. Board Foot (BF)
 - 5. Linear Foot (LF)
 - 6. Each (EA)
 - 7. Tonnage (TON)

1.4 CONTINGENCY ALLOWANCE

- A. Include the specified contingency allowance in the base bid.
- B. Credit unused portion remaining at the completion of the contract back to the Owner.
- C. The Owner reserves the right to modify the contingency allowance prior to award of Contract.

1.5 QUANTITY ALLOWANCES

- A. Include the specified quantity allowances in the base bid. Use the unit price submitted on the Bid Form to compute the quantity allowances. The quantities indicated on the Bid Form are estimated quantities only for the purpose of comparing bids. Compensation for the unit price bid made for the exact quantity of work performed under the unit price item. Deductive amounts of unit price work included in the Contract Sum are calculated at 100% of the quoted add unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Contingency Allowance: Include contingency allowance of 10% of the base bid.
- B. Quantity Allowances:
 - 1. Repair 100 SF of Corroded Steel Deck (Corrosion Degree 1) with Coating. Refer to Section 05 01 30 - Steel Roof Deck Repair and Securement.
 - 2. Repair 10 SF of Steel Deck (Corrosion Degree 2) with Steel Plates. Refer to Section 05 01 30 - Steel Roof Deck Repair and Securement.
 - 3. Overlay 10 SF of Deteriorated Steel Deck (Corrosion Degree 3) with Steel Deck. Refer to Section 05 01 30 - Steel Roof Deck Repair and Securement.
 - 4. Replace 100 SF of Deteriorated Steel Deck (Corrosion Degree 4). Refer to Section 05 01 30 - Steel Roof Deck Repair and Securement.
 - 5. Replace 125 BF of Deteriorated Wood Blocking. Refer to Section 06 10 00 - Rough Carpentry.

6. Replace 320 SF of Deteriorated Plywood. Refer to Section 06 10 00 - Rough Carpentry.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Provide portable, non-penetrating, rooftop support system for:
 - a. Piping, Conduits and Cables
 - 2. Provide PVC condensation lines with integral P-trap on HVAC units if not present. Route condensation lines to nearest drainage point (i.e. roof drain, gutter, or scupper) and set on non-penetrating, rooftop support system.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section, including but not limited to:
 - 1. Section 07 52 16.13 - Torch-Applied Modified Bitumen Roofing

1.3 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM D1929 - Standard Test Method for Determining Ignition Temperature of Plastics; 2023.
- C. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).

1.4 SYSTEM DESCRIPTION

- A. Support piping on roof with an engineered prefabricated system designed for installation without roof penetrations, flashing or damage to the roofing material. System consists of bases, made of high-density polypropylene plastics with UV Protection, a HDG structural steel frame and suitable pipe hangers for the application with electro-plated nuts, threaded rods and washers. Custom designed to fit piping and conduit and the conditions of service.
- B. Provide Seismic and High Wind applications where necessary for categories listed above.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's Product Data Sheets for materials specified certifying material complies with specified requirements.
- B. Manufacturer's Instructions: Latest edition of the Manufacturer's current material specifications and installation instructions.
- C. Shop Drawings: Show installation layout, sizes of units, and details of installation.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Specializing in manufacturing pipe support systems, with a minimum of eight years of documented experience.
- B. Installer Qualifications: Approved by manufacturer and with not less than five years of experience in installation of piping support systems.
- C. Pre-Installation Meeting:
 - 1. Attendees: Owner, Engineer, Contractor, Roofing Contractor, Mechanical Contractor, Electrical Contractor.
 - 2. Purpose of meeting is to describe in detail the installation process and to establish agreement, coordination, and responsibilities.
 - 3. Prepare detailed meeting report and distribute copies to the Engineer and attendees.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in manufacturer's original packaging, marked with manufacturer's name, product model names and catalog numbers, identification numbers, and other related information.
- B. Store materials under cover until needed for installation.

1.8 WARRANTY

- A. Warranty: 5-year limited warranty to repair or replace products that are structurally defective in material or workmanship.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Whenever a particular make of material, trade name and/or manufacturer's name is specified herein, it is indicative of the minimum standard of quality and performance characteristics required. Follow specific manufacturer's requirements in regard to preparation, application, etc. if differing from the specified requirements.
 - 1. Manufacturers:
 - a. Portable Pipe Hangers (PPH)
 - b. OMG Pipeguard
 - c. nVent Caddy
 - d. Miro Industries
- B. Specifications and Drawings are based on manufacturer's proprietary literature from PPH. Comply with minimum levels of material, color selection, and detailing indicated in Specifications and Drawings required by other manufacturers. Engineer will be sole judge of acceptance of substitutions.

2.2 APPLICATIONS

- A. Support pipes, conduit, cable trays, and ducts minimum of 6 inches above roof surface.
 - 1. Support Spacing: Maximum of 6 feet or as required by manufacturer.
 - 2. For Electrical and Gas Lines 2-1/2 inches in Diameter or Less, up to 10 inches above roof: Portable Pipe Hanger Model number: SS8
 - 3. For Electrical and Gas Lines 3-1/2 inches in Diameter or less, up to 16 inches above roof: Portable Pipe Hanger Model number PP10.
 - 4. For Gas Lines 4 to 6 inches in Diameter, up to 12 inches above roof: Portable Pipe Hanger Model number RB18.
 - 5. For single Electrical and Gas Lines 3 to 8 inches in Diameter: Portable Pipe Hanger Model number PS 1-2.
 - 6. For Multiple Lines: Portable Pipe Hanger Model number PSE custom.
 - 7. Accessories for PSE Custom and Other Applications when required
 - a. On sloped roof surfaces where slope exceeds 1/4 inch per foot: Provide base with swivel for slope adjustment.
 - b. Un-insulated Piping: Roller support or clevis hanger.
 - c. Insulated Piping: Band hanger supported from horizontal channel or clevis hanger with Insulation Protection Shield.
 - d. Conduit: Band hanger supported from horizontal channel.
 - e. Bracing required when using base with swivel, when pipe exceeds 24 inches above roof, or when thermal expansion of pipe is great.
- B. Attachment of Base to Roof Surface when required for Seismic and High Wind Application: No attachment to roof surface.

2.3 MATERIALS

- A. Portable Support System: Engineered, portable system specifically designed for installation without the need for roof penetrations or flashings, and without causing damage to the roofing membrane.

1. Design system using high density / high impact polypropylene bases with carbon black, anti-oxidants for UV protection, and steel framing for support is 1-5/8 inch B22TH or 1-7/8 inch BTS22TH
2. Custom design system to fit piping, conduits, equipment, or walkways for conditions of service and loading.
3. Piping Supports: Provide suitable hangers and supports.
- B. Bases: Injection molded high density/high impact polypropylene with UV-inhibitors and antioxidants, conforming to the following:
 1. Moisture Content: Negligible.
 2. Shrinkage/Swelling Due to Moisture: Negligible.
 3. Density: 55.8 lb/cu ft.
 4. Insect Resistance: No known insect damage potential.
 5. Chemical Resistance (oil, brake fluid, gasoline, diesel, antifreeze, battery acid, and sulfuric acid) No visual or physical change apparent.
 6. Flammability: No ignition after 10 minutes, 25 kW/m, when tested in accordance with ASTM D1929.
 7. Sized as required by loading conditions and as indicated on the drawings.
 8. Shop fabricated with inserts for square tubing or threaded rods as required.
 9. Color: Integral black color as molded.
 10. Bases for Mechanical Attachment: Sealant chamber around penetration point, with injection port for sealing after fastening; beveled lip for sealant bead around diameter.
 11. Do not use bases containing carbonated plastics, press molded recycled rubber and plastics, steel, stainless steel, or injection molded threaded receivers.
- C. Framing:
 1. Channel Types: 1-5/8 inch B22TH or 1-7/8 inch BTS22H, as required for loading conditions.
 2. Thickness: 12 gauge
 3. Form: Roll-formed 3-sided or tubular channel, perforated with 9/16 inch holes at 1-7/8 inch centers on three sides.
 4. Material:
 - a. Hot dip galvanized steel in accordance with ASTM A123/A123M after fabrication, free of roughness, whiskers, unsightly spangles, icicles, runs, barbs, sags, droplets, and other surface blemishes.
 5. Do not use tubing or tube steel.
- D. Pipe Supports and Hangers: Conform to MSS SP-58 and MSS SP-69 and as follows:
 1. Fabricate of carbon steel where framing is carbon steel; fabricate of stainless steel where framing is stainless steel; finished same as framing.
 2. Sizes 2-1/2 inch and smaller: Single roller supports for piping subject to expansion and contraction; 3-sided channels and pipe clamps.
 3. Sizes 3 inch and larger: Rollers, clevis hangers, or band hangers, to allow for expansion and contraction without movement of the bases or framing.
- E. Accessories: Clamps, bolts, nuts, washers, and other devices as required.
 1. Carbon Steel: Hot dip galvanized in accordance with ASTM A153/A153M.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that roofing system is complete and that roof surfaces are smooth, flat, and ready to receive work of this section.
- B. Verify that roof surface temperature is at minimum 60 degrees F, for proper adhesive performance.

3.2 PREPARATION

- A. Clean surfaces of roof in areas to receive portable support bases.
 1. Sweep loose gravel from gravel surfaced roofs.

2. Remove dirt, dust, oils, and other foreign materials.
- B. Use care in handling portable support system components during installation, to avoid damage to roofing, flashing, equipment, or related materials.

3.3 INSTALLATION

- A. Pipe, Cable, and Equipment Support Systems:
 1. Locate bases and support framing as indicated on drawings and as specified herein. Provide support of piping, ducts, and conduit, whether or not required devices are shown.
 2. The use of wood for supporting piping is not permitted.
 3. Provide supports spaced so deflection of piping does not exceed 1/240 of span.
 4. Install framing at spacing indicated, but in no case at greater than 10 feet on center.
 5. Accurately locate and align bases.
 - a. Consult manufacturer of roofing system as to the type of isolation pads required between the roof and base.
 - b. Set isolation pads in adhesive if required by manufacturer's instructions.
 - c. Place bases on isolation pads.
 - d. Adhere or mechanically attach if required by code.
 - e. Where applicable, replace gravel around bases.
 6. Set framing posts into bases and assemble framing structure as indicated.
 7. Use galvanized fasteners for galvanized framing and stainless steel fasteners for stainless steel framing.

3.4 FIELD QUALITY CONTROL

- A. Provide a factory-trained representative of the manufacturer to visit the site while the work is in progress to assure that the installation conforms to the design requirements and the manufacturer's installation requirements.

3.5 PROTECTION

- A. Provide protection as required to leave the work area in undamaged condition at the time of completion of work.

3.6 CLEANING

- A. Remove packaging, unused fasteners, adhesive and other installation materials from the project site.
- B. Remove adhesive from exposed surfaces of supports and bases and leave the work in clean condition.

END OF SECTION



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CHARLOTTE, NC 28262

NORTH CAROLINA
ENGINEERING FIRM
LICENSE # C-1520

www.reiengineers.com

ROOF SECTOR	AREA	HEIGHT (FT.)
ROOF A	5,075 SQ. FT.	26

WIND UPLIFT SUMMARY

ASCE 7 - 16

ULTIMATE DESIGN WIND SPEED 115 MPH

RISK CATEGORY II

EXPOSURE C

ENCLOSURE ENCLOSED

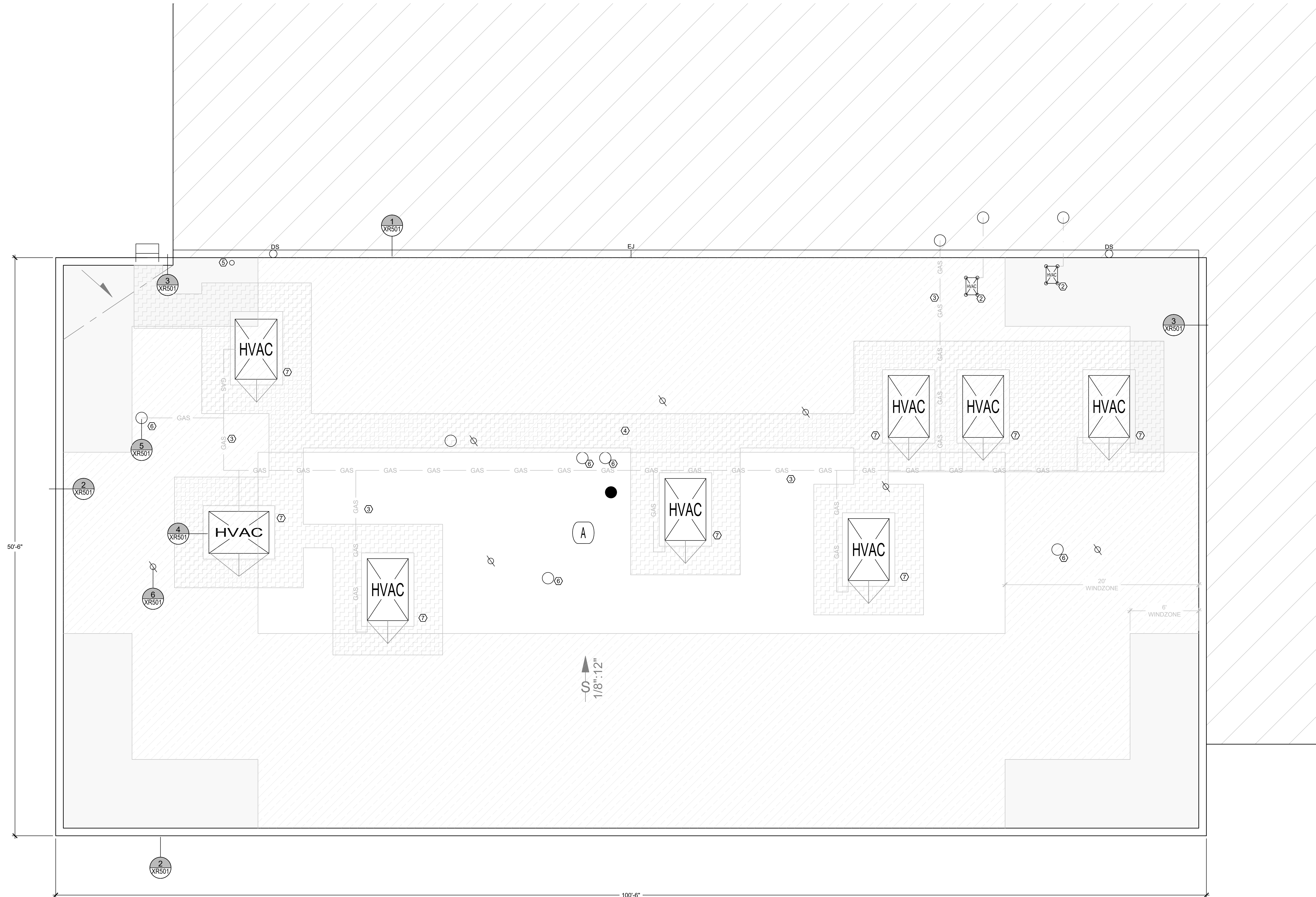
	ULTIMATE WIND UPLIFT PRESSURES (PSF)	MIN. REQUIRED WIND UPLIFT STRENGTH (PSF) (SWS-F-104 X 1.25 SF)
ZONE 1 - FIELD	-52 PSF	-65 PSF
ZONE 2 - PERIMETER	-68 PSF	-85 PSF
ZONE 3 - CORNER	-93 PSF	-117 PSF

WIND ZONES
ZONE 1 (FIELD)
ZONE 2 (PERIMETER)
ZONE 3 (CORNER)

- GENERAL NOTES:
- THESE DOCUMENTS ARE THE PROPERTY OF REI ENGINEERS, INC. (REI) AND REI RETAINS ALL RIGHTS THEREIN, INCLUDING COPYRIGHTS. IT MAY ONLY BE USED IN A MANNER CONSISTENT WITH REI'S RIGHTS WHILE REI IS PROVIDING SERVICE FOR THE SPECIFIC PROJECT IDENTIFIED OR REFERRED TO HEREIN OR EXTENSIONS THEREOF. IT MAY NOT BE USED FOR ANY OTHER PURPOSE EXCEPT WITH THE EXPRESS WRITTEN AGREEMENT OF, AND COMPENSATION TO, REI ENGINEERS, INC.
 - DIMENSIONS, DETAIL COMPONENTS AND EQUIPMENT PENETRATION LOCATIONS ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL INFORMATION PROVIDED.
 - ONLY ONE DETAIL INDICATOR MAY BE SHOWN FOR EACH TYPE OF ROOF PENETRATION. ALL OTHER SIMILAR PENETRATIONS ARE TO BE FLASHED AS REQUIRED BY THE TYPICAL DETAIL INDICATOR, UNLESS OTHERWISE NOTED.
 - NOTES ARE INTENDED TO PROVIDE TYPICAL LOCATIONS OF WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO QUANTIFY ALL LOCATIONS.

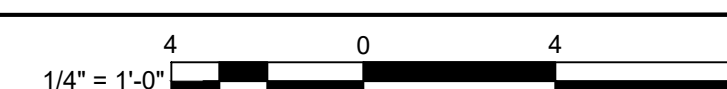
- SHEET NOTES:
- REMOVE ABANDONED PENETRATION AND PROPERLY REPAIR ROOF DECK.
 - PROVIDE NEW 4" PLASTIC NON-PENETRATING EQUIPMENT SUPPORTS.
 - REPLACE EXISTING EXTERIOR GAS LINE WITH NEW INCLUDING VALVES AND REGULATORS. PROVIDE MINIMUM 8" FLASHING HEIGHT AT ROOF PENETRATION.
 - PROVIDE WALKPAD WHERE INDICATED ON ROOF PLAN.
 - INSTALL FREESTANDING FROST RESISTANT HYDRANT FOR HOSE CONNECTION AT ROOF.
 - REPLACE RUSTED CAPS AT EXHAUST SLEEVES.
 - EXTEND PVC CONDENSATE LINES TO THE GUTTER.

KEY:
— ROOF EDGE
— PARAPET WALL
— GUTTER EDGE
— STRUCTURAL SLOPE
— CONDUIT
— SOIL PIPE
— PIPE PENETRATION
— HVAC UNIT
— MECHANICAL CURB
— WALKPAD
— ROOF LADDER
— NOT IN CONTRACT
— ELEVATION CHANGE
— ROOF AREA INDICATOR
— NOTE NO.
— DETAIL INDICATOR



ABBREVIATION LIST:	MIN.	MINIMUM
AB	ABANDONED	N.I.C. NOT IN CONTRACT
ALUM.	ALUMINUM	NOM. NOMINAL
BLDG.	BUILDING	N.T.S. NOT TO SCALE
CJ	CONTROL JOINT	O.C. ON CENTER
DS	DOWNSPOUT	OF OVERFLOW
EJ	EXPANSION JOINT	PS PRESSURE SENSITIVE
EPDM	ETHYLENE PROPYLENE DIENE	PVC POLYVINYL CHLORIDE
EX	EXISTING	RPLC. REPLACEMENT
GALV.	GALVANIZED	SF SQUARE FEET
GA	GAUGE	S.S. STAINLESS STEEL
HT	HEIGHT	SIM. SIMILAR
MAX.	MAXIMUM	TERM. TERMINATE/TERMINATION
		TYP. TYPICAL

BUILDING CODE REFERENCE:
2024 NCSBC: BUILDING CODE
2018 NCSBC: ENERGY CONSERVATION CODE
2024 NCSBC: EXISTING BUILDING CODE
2024 NCSBC: FIRE PREVENTION CODE
2024 NCSBC: FUEL GAS CODE
2024 NCSBC: MECHANICAL CODE
2024 NCSBC: PLUMBING



ROOF PLAN

SCALE: 1/4" = 1'-0"



BID OPENING TABULATION
November 06, 2025 3:00 PM

Union County, North Carolina IFB 2025-052 Progress Building Roof Replacement

		Proposal Form / ATTACHMENTS					Notes
BIDDERS		GC LICENSE NUMBER	BID SECURITY	ADDENDA ACKNOW.	SIGNED BID FORM	TOTAL BID	
1	Weatherguard, Inc	8249	✓	✓	✓	\$ 149,299.50	
2	Interstate Roofing Company, Inc.	5841	✓	✓	✓	\$ 155,625.00	
3	Piedmont Commercial Roofing	31603	✓	✓	✓	\$ 146,148.00	
4	Dry-Tech Commercial Roofing Services	105348	✓	✓	✓	\$ 116,654.78	
5	Nations Roof of Carolina, LLC	75677	✓	✓	✓	\$ 147,213.00	
6	Rike Roofing Services, Inc.	73047	✓	✓		\$ 129,891.15	signed bid for me
7						\$ -	
8						\$ -	

BID INFORMATIONName of Bidder: Dry-Tech Commercial Roofing ServicesDate: November 6, 2025

Project Name: Union County Progress Building Roof Replacement

Owner: Union County, North Carolina

Owner Project Number: IFB 2025-052

Designer: Gensler

Designer Project Number: R25CLT-072

CERTIFICATIONS OF BASE BID

The undersigned Bidder hereby declares that he has carefully investigated the scope of work and having thoroughly familiarized himself with the Contract Documents relative hereto and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regard to E-Verification as required by N.C. General Statute 143-129(j). The bidder agrees to hold the proposed bid price for 90 days.

The bidder proposes and agrees if this proposal is accepted, to contract with Union County Government, in the form of contract specified, to provide all necessary labor, equipment, materials, machinery, tools, apparatus, transportation, services, fees, permits, etc., to complete the construction of Union County **Progress Building Roof Replacement** all in accordance with the aforementioned Contract Documents to the full and entire satisfaction of Union County Government, with definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents for the lump sum of:

Provide 10% of the base bid price as an Owner contingency allowance and provide a Total Base Bid Price. Any funds not used from this allowance will be returned to the Owner by deduct change order.

A) BASE BID PRICE:

Ninety-nine thousand, five hundred and two _____ Dollars (\$ 99,502.00).

B) OWNERS CONTINGENCY:

Nine thousand, nine hundred and two dollars and seventy-eight cents _____ Dollars (\$ 9,902.78).

C) Quantity Allowance No. 1:

One thousand _____ Dollars (\$ 1,000.00).

D) Quantity Allowance No. 2:

One hundred and thirty _____ Dollars (\$ 130.00).

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E) Quantity Allowance No. 3:

Two hundred _____ Dollars (\$ 200.00 _____).

F) Quantity Allowance No. 4:

Two thousand, five hundred dollars _____ Dollars (\$ 2,500.00 _____).

G) Quantity Allowance No. 5:

One thousand, five hundred dollars _____ Dollars (\$ 1,500.00 _____).

H) Quantity Allowance No. 6:

One thousand, nine hundred and twenty _____ Dollars (\$ 1,920.00 _____).

I) TOTAL BASE BID PRICE WITH OWNER CONTINGENCY (Sum A-H):

One hundred and sixteen thousand, six hundred and fifty-four dollars
and seventy-eight cents _____ Dollars (\$ 116,654.78 _____).

UNIT PRICES: (Prices shall include installation)

Repair Corroded Steel Deck with Coating _____ Dollars (\$ 10.00 / SF _____)

Repair Steel Deck with Steel Plates _____ Dollars (\$ 13.00 / SF _____)

Overlay Deteriorated Steel Deck with Steel Deck _____ Dollars (\$ 20.00 / SF _____)

Replace Deteriorated Steel Deck _____ Dollars (\$ 25.00 / SF _____)

Replace Deteriorated Wood Blocking _____ Dollars (\$ 12.00 / BF _____)

Replace Deteriorated Plywood _____ Dollars (\$ 6.00 / SF _____)

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SUB-CONTRACTOR LIST:

The following shall execute subcontracts with the Bidder for the portion of the work indicated (if in the scope of work):

Specialty Work Sub-Contractor (Name & License No.):

Not Applicable License No. Not Applicable

Specialty Work Sub-Contractor (Name & License No.):

_____ License No. _____

Specialty Work Sub-Contractor (Name & License No.):

_____ License No. _____

Specialty Work Sub-Contractor (Name & License No.):

_____ License No. _____

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work within **Forty [40] calendar days**.

LIQUIDATED DAMAGES:

The undersigned further agrees, stipulates, and fixes as Liquidated Damages if delayed, but not as a penalty,

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the sum of **Two Hundred and Fifty Dollars [\$250.00]** per calendar day that the undersigned together with the undersigned's surety shall pay the Owner for each calendar day or part thereof that expires after the date specified for the substantial completion of the work and until the Work is Substantially complete. By bidding, the undersigned hereby agrees to be responsible for liquidated damages.

BID SECURITY:

Accompanying this proposal is a bid security five percent (5%) of the Total Bid Price Sum in accordance with Instructions to Bidders in the form of (check one):

- ☒ Bid Bond (AIA Document A310-2010), or
- ☐ Cash, or
- ☐ Cashier's Check, or Certified Check.

RECEIPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda which will be considered as part of the contract Documents:

Addendum No. <u>1</u>	Dated <u>10/30/25</u>	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

CONTRACTOR'S LICENSE:

The undersigned further states that it is a duly licensed contractor for the proposed work in the State of North Carolina, and that all fees, permits, etc. pursuant to submitting this proposal have been paid in full.

ACKNOWLEDGEMENT AND REPRESENTATIONS:

If notice of acceptance of this bid is given to the undersigned within 90 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form promptly after it has been presented to him for signature. Certificates of Insurance and Performance and Payment bonds shall be furnished to the Owner at the execution of this agreement and as required by North Carolina General Statutes.

Upon request of the Owner, the undersigned bidder agrees to submit evidence in affidavit form of applicable experience, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Submittal will be in the form of AIA Document A305 Contractor's Qualification Statement. Bidder's qualifications information shall be considered confidential.

The undersigned bidder certifies that neither he/she, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in conjunction with this bid. The person signing this bid form represents that he/she has full authority and representative capacity to execute this Bid Form in the capacity indicated below.

The undersigned agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the

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DOCUMENT 00 41 13 – BID FORM STIPULATED SUM

Project, as liquidated damages for such failure; otherwise, the certified check, cash or bid bond accompanying the Proposal shall be returned to the undersigned.

The undersigned bidder agrees that they are expected to act as Project Expediter and coordinate work of all other contractors.

The firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the State of North Carolina, in granting the registration.

PROPOSAL SIGNATURE:

Respectfully submitted this 6th day of November, 2025

Dry-Tech Commercial Roofing Services

(Name of firm or corporation making bid)

By: Stephen Potter Signature and Typed Name
 Title: President

Address of Bidder: 310 Ostwalt Amity Road
Troutman, North Carolina 28166

Email Address: bids@drytechroofing.com

Bidders N.C. Contractor License No. 105348

Type of License: General Contractor

Limitations: Unlimited

Attest:

By: Tim Caldwell
 Title: Corporate Secretary

END OF DOCUMENT 00 41 13

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100% Construction Documents 09-12-2025	00 41 13	Union County Progress Building Roof Replacement

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF UNION

I Stephen Potter, being first duly sworn, deposes and says that:

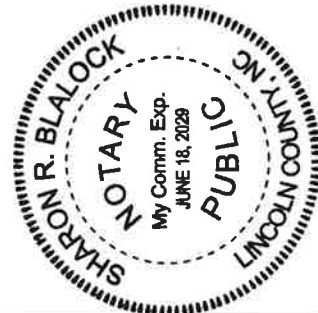
1. He/She is the President of Dry-Tech Commercial Roofing Services the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Stephen Potter
TITLE President

Subscribed and sworn before me, this 6th day of November, 2025

Notary Public Sharon R. Blalock

My Commission Expires 6-18-2029



END OF DOCUMENT 00 45 19

Gensler		IFB 2025-052
100% Construction Documents 09-12-2025	00 45 19	Union County Progress Building Roof Replacement

STATE OF NORTH CAROLINA

AFFIDAVIT

UNION COUNTY

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I, being duly authorized by and on behalf of Dry-Tech Commercial Roofing Services (“Contractor”), have bid on an agreement with Union County, North Carolina (“Union”) Progress Building Roof Replacement;

2. As part of my duties and responsibilities pursuant to said agreement, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

X After hiring an employee to work in North Carolina, I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

 I employ fewer than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said agreement, I attest that to the best of my knowledge any subcontractors employed as a part of this agreement are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

X After hiring an employee to work in North Carolina, the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

 The subcontractor employs fewer than twenty-five (25) employees in the State of North Carolina. Specify subcontractor: _____

This the 6th day of November, 2025

Stephen Potter
Affiant

Stephen Potter
Printed Name

Sworn and subscribed before me, this the 6th day of November, 2025



My Commission Expires: 4-18-2029

END OF DOCUMENT 00 45 19

Sharon Blalock, Notary Public

Gensler		IFB 2025-052
100% Construction Documents 09-12-2025	00 45 36	Union County Progress Building Roof Replacement

Expiration Date

2025

License No.

105348

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Ruff Roofing and Sheet Metal, LLC

Dry-Tech Commercial Roofing Services
Troutman, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: S (Roofing)

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



[Signature]

Chairman

[Signature]

Secretary-Treasurer

SECTION 00 62 33 - ROOF MANUFACTURER'S ACKNOWLEDGMENT - ADDENDUM NO. 1

PART 1 GENERAL

1.1 FROM:

- A. Roofing Contractor: Dry-Tech Commercial Roofing Services
- B. Address: 310 Ostwalt Amity Road, Troutman, North Carolina 28166
- C. Phone: (704) 660-6957 Email: bids@drytechroofing.com

1.2 FOR:

- A. Owner: Union County, North Carolina
- B. Project: Union County Progress Building Roof Replacement
- C. REI Project No.: R25CLT-072
- D. Address: 1407 Airport Road, Monroe, North Carolina 28110

1.3 ACKNOWLEDGEMENT

- A. This is to advise the Owner that having thoroughly reviewed the Specifications and Drawings contained within the Project Manual dated 09-12-2025, the above-titled project, we acknowledge that the roof system(s) and flashing system(s) specified are suitable for the issuance of the specified Manufacturer's warranty on this project and have been tested and approved for the wind uplift pressures and specified external fire resistance rating outlined in the project specifications. Having reviewed the project requirements in detail, the Manufacturer will provide a written response of exceptions or exclusions to the Engineer through the contractor as otherwise outlined in the Advertisement or Invitation for Bids, if conflicts exist between the Manufacturer's warranty requirements and the above listed documents. Exceptions not submitted accordingly are subject to rejection. The manufacturer also certifies that the installer is approved, authorized, or licensed by the manufacturer to install the specified roof system and is eligible to provide the specified manufacturer's warranty. The manufacturer will comply with the specified requirements for on-site technical support.

1.4 EXECUTED BY:

- A. Manufacturer's Company Name: SOPREMA
- B. Designated Reviewer Name and Title: Dustin Holland / Sales Representative
- C. Signature: *Dustin Holland* Date: 11-3-25

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RUFF ROOFING AND SHEET METAL, LLC DBA
DRY-TECH COMMERCIAL ROOFING SERVICES
310 Ostwalt Aminty Road
Troutman, NC 28166

SURETY:

(Name, legal status and principal place

of business)

U.S. SPECIALTY INSURANCE COMPANY
13403 Northwest Freeway,
Houston, TX 77040-6094

OWNER:

(Name, legal status and address)

UNION COUNTY, NORTH CAROLINA
500 North Main Street
Monroe, NC 28112

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

UNION COUNTY PROGRESS BUILDING
ROOF REPLACEMENT

Project Number, if any:

2025-052

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6TH day of NOVEMBER, 2025


(Witness)


(Witness)

RUFF ROOFING AND SHEET METAL, LLC DBA
DRY-TECH COMMERCIAL ROOFING SERVICES
(Principal)  (Seal)

U.S. SPECIALTY INSURANCE COMPANY
(Surety)  (Seal)

(Title) Michael H. Shaver, Attorney in Fact

Init.

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TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint.

MICHAEL H. SHAVER, JANET A. LARI, JON C. CAPAN

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** Dollars (***unlimited***).

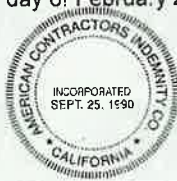
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By:


Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

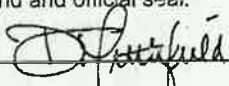
State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



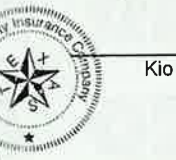
(seal)




I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of November, 2025.

Bond No. 11062025
Agency No. 2103




Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

November 10, 2025

Eric Simpson
Project Manager | Facilities & Fleet Management
Union County Government
500 North Main Street, Suite 0000
Monroe, NC 28112

Subject: Bid Award of Construction Contract
Union County - Progress Building - Roof Replacement
IFB 2025-052

Dear Eric:

On November 6th, 2025, at 3:00pm bids were received for Progress Building Roof Replacement project. Six (6) bids were received from general contractors and read out loud publicly. The Bid Form included a Total Base Bid with Owner Contingency.

Since there were six (6) bidders with no major irregularities, all bids were allowed to be read out loud. Bid from Rike Roofing Services, Inc had all bid documents included, with printed name on the bid form but without a signature. Rike Roofing Services, Inc was the second lowest bidder. Of the six (6) bids received, Dry-Tech Commercial Roofing Services is the apparent low bidder. Dry-Tech Commercial Roofing Services total base bid with owner contingency is \$116,654.78.

Dry-Tech Commercial Roofing Services bid submittal and required supporting documents appear to be complete and responsive. Therefore, based on this information, pending their ability to provide the required bonds and pending the due diligence review by the Union County, our firm makes the recommendation to Union County for the award of a construction contract to Dry-Tech Commercial Roofing Services for the amount of \$116,654.78. The supporting Bid Tabulation is attached as well as the bid form and the supporting documentation.

Sincerely,
Gensler Architecture, Design & Planning, P.C.



Taras Kes AIA, LEED AP BD+C
Architect | Associate

Union County, North Carolina
Progress Building - Roofing
Replacement - IFB 2025-052

BID TABULATION
Bid Date: November 06, 2025

		Weatherguard Inc	Interstate Roofing	Piedmont Commercial Roofing	Dry-Tech Commercial Roofing Services	Nations Roof of Carolina, LLC	Rike Roofing Services, Inc.
A	Base Bid Price	\$131,370.00	\$138,000.00	\$132,862.00	\$99,502.00	\$128,500.00	\$115,084.00
B	Owner's Contingency (10%)	\$13,137.00	\$13,800.00	\$13,286.00	\$9,902.78	\$12,850.00	\$11,508.40
C	Quantity Allowance No. 1	\$350.00	\$500.00	\$1,500.00	\$1,000.00	\$350.00	\$550.00
D	Quantity Allowance No. 2	\$75.00	\$50.00	\$750.00	\$130.00	\$140.00	\$85.00
E	Quantity Allowance No. 3	\$125.00	\$50.00	\$750.00	\$200.00	\$150.00	\$135.00
F	Quantity Allowance No. 4	\$1,350.00	\$1,000.00	\$1,050.00	\$2,500.00	\$1,850.00	\$450.00
G	Quantity Allowance No. 5	\$812.50	\$625.00	\$490.00	\$1,500.00	\$813.00	\$718.75
H	Quantity Allowance No. 6	\$2,080.00	\$1,600.00	\$1,100.00	\$1,920.00	\$2,560.00	\$1,360.00
I	Total Base Bid Price with Contingency	\$149,299.50	\$155,625.00	\$146,148.00*	\$116,654.78	\$147,213.00	\$129,891.15

*Mathematical error corrected

\$151,788.00

I hereby certify that the above is a true and correct (to the best of my knowledge)
tabulation of bids received on November 6, 2025



Taras Kes AIA, LEED AP BD+C
Architect | Associate
Gensler

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Union County, North Carolina »
«500 N. Main Street »
«Monroe, NC 28112 »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«Union County Progress Building Roof Replacement »
«1407 Airport Road »
«Monroe, NC 28110 »

The Architect:
(Name, legal status, address and other information)

«Gensler Architecture, Design & Planning, P.C. D/B/A Gensler »« »
«101 South Tryon Street
Suite 2100 »
«Charlotte, NC 28208 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in [Article 9](#) of this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents [or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents](#), except as specifically indicated in the Contract Documents to be the responsibility of others. [Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.](#)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [« X »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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User Notes: (1463044461)

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[☒] Not later than «Forty» («40») calendar days from the date of commencement of the Work.

[☐] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Hundred Sixteen Thousand Six Hundred Fifty-Four Dollars and Seventy-Eight Cents» (\$ «116,654.78»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

Unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit; and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.5.1 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has relied on the

Contractor's duty to achieve Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth in this Section 4.5.

§ 4.5.2 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount of **Two Hundred Fifty Dollars (\$250.00)** per day, commencing upon the first day following expiration of the Contract Time and continuing until the date that the Contractor achieves Substantial Completion of the entire Work. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 4.5.3 The Owner may deduct liquidated damages described in Subsection 4.5.2 from any unpaid amounts then or thereafter due the Contractor under the Contract Documents, as provided herein and otherwise in the Contract Documents. Any liquidated damages not so deducted from any unpaid amount due the Contractor shall be payable by the Contractor to the Owner together with interest from the date of the demand at the highest interest rate allowed by applicable law.

§ 4.5.4 Notwithstanding anything to the contrary in the Contract Documents, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of Section 4.5 because any portion of Section 4.5 is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, consequential damages. <—>

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

< Notwithstanding anything herein to the contrary, the amount expended under this Contract shall not exceed the Contract Sum set forth in Section 4.1 without the execution of a Modification. >

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

<< >>

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the << **5th** >> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the << **15th** >> day of the << **following** >> month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than << **forty-five** >> (<< **45** >>) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold ~~the following amount, as retainage, from the payment otherwise due~~retainage as set forth in Section 5.1.7:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment as recommended by the Architect monthly. Until the Work is fifty percent (50%) completed, retainage will be five percent (5%) of any progress payment due to the Contractor. The Work shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Work is fifty percent (50%) complete. »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«—»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« When the Work is fifty percent (50%) complete, and if the Contractor continues to perform satisfactorily and any nonconforming Work identified and noticed prior to that time by the Architect or the Owner has been corrected by the Contractor and accepted by the Architect and the Owner, no further retainage shall be retained from progress payments due to the Contractor. However, following fifty percent (50%) completion of the Work, the Owner may withhold additional retainage from a subsequent progress payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Work. Subsequent to reducing retainage, the full retainage of payments authorized (up to five percent (5%) of each subsequent progress payment application) may be reinstated if the Owner determines the Contractor's performance is unsatisfactory. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« The Owner may retain sufficient funds to secure completion of the Work or correction of any of the Work. If the Owner retain such funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the Work remaining to be completed or corrected. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 Consent of the Surety shall be obtained before any retainage is paid by the Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30-45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« 12 » % « per annum, or the minimum rate allowed by applicable law, if less, for such time as interest may accrue and no more. »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

~~« »~~ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

~~« »~~ Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« N/A (No termination fee) »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

« Chris Boyd, Director »
« Union County Facilities and Fleet Management »
1407 Airport Road
« Monroe, NC 28110 »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

~~§ 8.6~~ Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

«—»

§ 8.7 Other provisions:

« The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (ii) that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- (iii) that it is authorized to do business in the State of North Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project, including, without limitation, a valid North Carolina general contractor's license;
- (iv) that its execution of this Contract and its performance thereof is within its duly authorized powers;
- (v) that its duly authorized representatives has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- (vi) that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendent of projects of the size, complexity, and nature of this Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

«—»

.5 Drawings

Number

G0.001
G2.001
XR101
XR301
XR501

Title

Cover, Drawing Index
Appendix B
Roof Plan
Roof Systems
Details

Date

09-12-2025
09-12-2025
10-29-2025
09-12-2025
09-12-2025

.6 Specifications

Section	Title	Date	Pages
01 11 00	Summary Of Work	09-12-2025	02
01 14 00	Work Restrictions	09-12-2025	03
01 21 00	Allowances	09-12-2025	02
01 22 00	Unit Prices	09-12-2025	02
01 25 00	Substitution Procedures	09-12-2025	01
01 26 00	Contract Modification Procedures	09-12-2025	02
01 29 00	Payment Procedures	09-12-2025	03
01 31 00	Project Management and Coordination	09-12-2025	02
01 32 00	Construction Progress Documentation	09-12-2025	03
01 33 00	Submittal Procedures	09-12-2025	03
01 35 00	Hot Work Operations	09-12-2025	02
01 40 00	Quality Requirements	09-12-2025	05
01 42 00	Reference Standards	09-12-2025	01
01 50 00	Temporary Facilities and Controls	09-12-2025	04
01 73 00	Execution Requirements	09-12-2025	02
01 73 29	Cutting and Patching	09-12-2025	03
01 74 00	Cleaning and Waste Management	09-12-2025	03
01 74 19	Construction Waste Management and Disposal	09-12-2025	04
01 77 00	Closeout Procedures	09-12-2025	03
05 01 30	Steel Roof Deck Repair and Securement	09-12-2025	04
06 10 00	Rough Carpentry	09-12-2025	05
07 01 50	Preparation for Reroofing	09-12-2025	03
07 22 16	Roof Insulation	09-12-2025	05
07 52 16.13	Torch Applied Modified Bitumen Roofing	09-12-2025	07
07 62 00	Sheet Metal Flashing and Trim	09-12-2025	06

.7 Addenda, if any:

Number	Date	Pages
Addenda 1	10.30.2025	15

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ ☐ ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ ☐

☐ ☐ The Sustainability Plan:

Title	Date	Pages

☐ ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« [Performance Bond](#)
[Payment Bond](#)
[Notice to Proceed](#)
[Minority Participation Forms \(Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts, pages 1-13; Identification of HUB Certified/Minority Business Participation Form; Affidavits A-D, if required by the terms thereof; and Appendix E, MBE Documentation for Contract Payments](#) »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

 (Printed name and title)

CONTRACTOR (Signature)

« »« »

 (Printed name and title)

**RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS
PROVIDING NOTICE OF THE UNION COUNTY PROGRESS BUILDING
ROOF REPLACEMENT CONSTRUCTION**

WHEREAS, pursuant to G.S § 153A-457, a county shall notify property owners and adjacent property owners prior to commencement of any construction project by the county; and

WHEREAS, G.S. § 153A-457 provides that notice of a county construction project is deemed sufficient if notice of the construction project is given in any open meeting of the county prior to the commencement of the construction project; and

WHEREAS, the Union County Board of Commissioners desires to give notice of construction of the UNION COUNTY PROGRESS BUILDING ROOF REPLACEMENT prior to commencement of project construction as required by G.S. § 153A-457.

NOW, THEREFORE, BE IT RESOLVED BY THE Union County Board of Commissioners that:

1. Union County may commence construction of the UNION COUNTY PROGRESS BUILDING ROOF REPLACEMENT on property located at 1407 Airport Rd, Monroe, NC after the award of the construction contract for the project.
2. This resolution and notice is adopted in accordance with the construction notice requirements of G.S. § 153A-457.

Adopted this the 8th day of December, 2025.

Attest:

Lynn West, Clerk to the Board

Melissa Merrell, Chairman
Union County Board of Commissioners



Union County, NC

Staff Report

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

File #: 25-743

Agenda Date: 12/8/2025

TITLE:

Contract - UC Jail Rooftop HVAC Replacement Units

INFORMATION CONTACT:

Linda Whitaker, Facilities & Fleet Management, Assistant Director of Design and Construction, 704-420-2626

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:

Project to replace 13 Rooftop HVAC Units at the Union County Jail. Includes labor and materials, program, installation, testing, warranty and training for the system operators. Pricing indicates a full Turnkey project, including but not limited to engineering, management, equipment, testing, adjusting and balancing.

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 UC Jail Rooftop HVAC Replacement Units and Installation will be made using OMNIA Group Purchasing Program) Trane's OMNIA Contract #3341- Project ID- F1-262533-25-003 quoted by Trane U.S. Inc.

FINANCIAL IMPACT:

The anticipated cost for the UC Jail Rooftop HVAC Replacement Units and Installation is \$498,830.00 and is budgeted accordingly for FY26.

1. AGREEMENT. This agreement ("Agreement") is entered into on _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union"), and TRANE U.S. INC., a Delaware corporation authorized to business in North Carolina ("Contractor"), whose business address is 4501 South Tryon Street, Charlotte, NC 28217.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered Union's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent Union or otherwise bind Union in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in Trane Proposal #8372983, dated October 3, 2025, which is attached hereto and incorporated herein by reference ("Work"). Union is not financially committed by this agreement to purchase any minimum amount of services.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above. Contractor shall promptly commence Work and shall achieve final completion of the Work within one hundred and eighty (180) days from Contractor's receipt of notice to proceed from Union.

5. PAYMENT FOR WORK. Union shall pay Contractor Four Hundred and Ninety-Eight Thousand Eight Hundred and Thirty Dollars (\$498,830.00) for the Work, as set forth in the Contractor's Proposal. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by Union's finance office. Contractor shall submit documentation supporting its entitlement to payment as required by Union, and Union shall have no obligation to pay Contractor unless and until Union has received such documentation. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it is and shall remain properly licensed at all times in the performance of Work.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by Union, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF UNION. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental

bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of Union.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit A, attached and incorporated herein by reference.

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.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by Union, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, Union is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide Union such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon

by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed in this Agreement, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by Union.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. 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.

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, Union may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from Union's property. Union may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by Union to correct any deficiencies or defects attributable to Contractor's work.

17. **TERMINATION FOR CONVENIENCE.** Union may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, Union shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against Union, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of Union.

19. **NO WAIVER.** Union's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

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.

21. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

22. **GOVERNING LAW.** 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.

23. **AUTHORITY.** Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

TRANE U.S. INC.

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

By: _____ (SEAL)

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

Approved as to Legal Form CJB

Deputy Finance Officer

EXHIBIT A
INSURANCE REQUIREMENTS

- I. 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 Ongoing and Completed Operations involved in this Agreement.

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

C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

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 RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

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

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Facilities
Contract #: 9971

- 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.
- K. Notwithstanding anything in the Agreement to the contrary, Contractor acknowledges that Union County is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Agreement, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. If a public records request is made for any documents related to this event, Union County will notify Contractor of the request and of the date that any responsive documents will be released to the requester unless Contractor obtains a

court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Union County will release the requested information on the date specified.

Trane Proposal



Proposal For:
Union County Detention Center

Jobsite Address:
3344 Presson Road
Monroe, NC 28112

Local Trane Office:
Trane U.S. Inc.
4501 South Tryon Street
Charlotte, NC 28208

Local Trane Representative:
John S. Hawker
Account Executive
Cell: 704-280-7080
jhawker@trane.com

Proposal ID:
8372983

Trane License Number:
SC # M111417, NC # 28889

Date:
October 3, 2025

Prepared For:
Union County
C/O- Mr James Mangum

Date:
October 3, 2025

Job Name:
Union County Detention HVAC Project

Proposal Number:
8372983

Delivery Terms:
Net 30

Payment Terms:
Net 30

State Contractor License Number:
SC # M111417, NC license # 28889

Proposal Expiration Date:
30 Days

Scope of Work

Trane US Inc. proposes installing HVAC equipment for the systems as outlined below.

We will provide labor and materials as listed to engineer, program, install, checkout, test, and warranty the HVAC equipment upgrade and provide training for the system operators.

Pricing indicates a full Turnkey project, including but not limited to engineering, management, equipment, testing adjusting and balancing.

Project pricing in compliance with Trane's OMNIA Contract #3341- Project ID- F1-262533-25-003

Units to be replaced

Detention Side

RTU 8 YSC120E4RH Ser#100411688L
RTU 9 YSC120E4RH Ser#111312804L
RTU 10 YSC036E Ser# 100610406L
RTU 11 YSC048E4RL Ser# 100411666L
RTU 12 YSC048E Ser# 100411672L
RTU 13 YSC048E Ser# 100411660L
RTU 15 YSC072E4EH Ser# 111312749L
RTU 16 YSC072E4EH Ser# 111312556L

Administration Side

AC 1 WSC060E4R0 Ser# 111312714L
AC 2 SAHLF2040F Ser# C12A00054
AC 3 SAHLF2040F Ser# C12A00053
AC 4 THC036A4R0A1C00BOA200B000 Ser# 4371006541
AC 5 4TCC3036A1000AA Ser# 7314Y9U9H

Equipment and Materials Demolition

- Lock out tag out all equipment and make ready for demolition
- Remove all refrigerant and dispose of properly in accordance with EPA and local guidelines
- Disconnect all electrical and low voltage connections
- Disconnect any other ancillary items and make ready for removal
- Remove all units from the site

Equipment, Controls and Materials Installation

- Provide and install two (2) 10-ton gas pack units
- Provide and install two (2) 3-ton gas pack units
- Provide and install three (3) 4-ton gas pack units
- Provide and install two (2) 6-ton gas pack units
- Provide and install one (1) 5-ton gas pack unit
- Provide and install two (2) 20-ton Intellipak Units
- Provide and install one (1) 3-ton cooling unit – Unit replacement of 2-ton unit with new 3-ton unit server room. Includes but not limited to: Provide and install load and line side conduit, breaker, disconnect and conductors
- Provide and install necessary curb adaptors and transitions
- Provide and install new electrical required for installation
- Provide and install load side conduit, breaker, disconnect and conductors
- Provide Building Automation Controls to Administration area (units AC-1-thru 5)
- All other units replaced will be provided with communicating thermostats and connected to the Honeywell system currently being used.
- Provide controls integration into existing JACE (only units AC-1 thru 5 and RTU 9 for Building Automation Controls)
- Provide integration to controls for RTU 9 with Trane CCP zone system replacement and integration back to the existing JACE
- Provide Graphics, Engineering and Programming
- Provide all lifts, rigging and setting of new equipment
- Provide Stainless Steel Gas Heat Exchangers on all units with gas heat
- The Existing ERV in the Administration Area will be decommissioned, removed, and capped off properly

Start-up

- Provide TRANE factory start-up, check out and commissioning of the new equipment and system.

Warranty

- Provide one-year labor and refrigerant on all components of this project
- Provide 5-year compressor warranty
- Provide 3-year parts warranty
- Provide 15 year warranty on heat exchanger

Systems and services not included

- Warranty of existing systems
- Line Side electrical
- Network drops/ IP address
- Fire alarm system integration and testing

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Submittals to be provided by Trane Tech
- Provide full project management and project scheduling with updates
- Provide all permits, insurance and licenses

Pricing and Acceptance

Price

Total Net Price (Including Use Tax)\$ 498,830.00

Equipment and materials \$324,200

Labor \$174,630

Respectfully submitted,

Merritt Flowers
Special Projects Consultant
Trane Carolinas- Southern Atlantic Region
Mobile - (803) 917-5989

All pricing includes use tax on materials only. NC Sales tax is excluded from the price subject to satisfactory completion of the North Carolina Department of Revenue Form E-589C1, Affidavit of Capital Improvement ORE-595E, Streamlined Sales and Use Tax Agreement Certificate of Exemption.

ACCEPTANCE

This proposal is subject to the Customer's acceptance of the attached Trane Terms and Conditions (Installation). We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Merritt Flowers	Office: 704-526-9600 Proposal Date: October 3, 2025
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	MERRITT FLOWERS
	Printed Name
Title	Title PROJECT LEADER
Purchase Order	Signature Date 082625
Acceptance Date:	License Number: SC # M111417, NC license # 28889

Project pricing in compliance with Trane's OMNIA Contract #3341- Project ID- F1-262533-25-003

TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work

"Trane" or "Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price ("Proposal Price"). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete

any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

24 Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and

supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)
Supersedes 1-26.251-10(0325)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data; Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data; Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practically read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - a. Data backups; and
 - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. **Background Checks.** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.



Union County, NC

Staff Report

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

File #: 25-726

Agenda Date: 12/8/2025

TITLE:

Amendment to the Union County Procurement Policy

INFORMATION CONTACT:

Corey Brooks, Procurement and Contract Management, Interim Director, 704-283-3683

ACTION REQUESTED:

Adopt the Amendment to the Union County Procurement Policy.

PRIOR BOARD ACTIONS:

- 1) June 5, 2023, Regular Meeting, Agenda Item #23-335 - Policy Approved
- 2) August 11, 2025, Regular Meeting, Agenda Item #25-518 - Policy Amendment Approved

BACKGROUND:

On February 14, 2025, the Board of Commissioners approved adopting an updated Union County Procurement Policy to ensure compliance with all applicable state and federal procurement regulations. The proposed amendment modifies Appendix A - Procurement Procedures with Federal Funds to align the County's policy with recent regulatory changes issued by the Federal Acquisition Regulatory (FAR) Council, which increase the Simplified Acquisition Threshold (SAT) from \$250,000 to \$350,000, effective October 1, 2025.

This federal threshold is incorporated by reference into 2 C.F.R. §200.1 and §200.320 of the Uniform Guidance, which governs procurement standards for federally funded projects. The amendment ensures Union County remains in compliance with current federal procurement requirements and allows departments utilizing federal financial assistance to conduct simplified acquisitions up to the new \$350,000 limit while maintaining all other safeguards and approval processes outlined in the County's Procurement Policy.

FINANCIAL IMPACT:

None.

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APPENDIX A – PROCUREMENT PROCEDURES WITH FEDERAL FUNDS

POLICY

- 1 All contracts and purchases funded, in whole or in part, with any federal or state grant or loan funds must be procured by all County Departments in a manner that conforms will all Applicable Law, including, without limitation, all federal laws, policies, and standards, including those under the federal Uniform Guidance (2 C.F.R. Part 200). Further, such regulations shall supersede all local purchasing provisions to the extent of any conflict. Without limiting the generality of the foregoing, purchases made by the Union County Department of Transportation with federal transit funds shall comply with the current version of FTA (Federal Transit Administration) Circular 4220.1. All sub-recipient agencies receiving federal or state funds through the County of Union shall also comply with the federal or state granting agency procurement regulations, which supersede all local purchasing resolution provisions. The procurement of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in whole or in part with federal financial assistance must comply with all of the provisions of this Appendix A, which describe the requirements related to conflicts of interests and gifts. The Procurement Director may establish procedures consistent with this Policy to ensure compliance with the requirements of this paragraph.

This Appendix A applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in whole or in part with federal financial assistance (direct or reimbursed). This Section also applies to any sub-recipient of the funds.

- The Employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all Employees, officers, and agents, including sub-
1.1 recipients, of the requirements of this section and any additional prohibitions or requirements.

COMPLIANCE WITH FEDERAL LAW

- 1.2 All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200.327 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The County of Union will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County of Union have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. In addition, the County must comply and adhere to any other grant specific requirements.

CONTRACT AWARD

When bids are required by law, or otherwise solicited by the County, all contracts shall

be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

NO EVASION

No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this policy or state and federal law.

1.3 CONTRACT REQUIREMENTS

- 1.4 All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R Section § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

SELF-CERTIFICATION

- 1.5 Annual self-certification shall be included within the annual Budget Ordinance and approved by the Board of Commissioners.

CONTRACTOR'S CONFLICT OF INTEREST

- 1.6 Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

1.7 APPROVAL AND MODIFICATION

The Administrative Procedures contained within this policy are administrative and may be changed as necessary at staff level to comply with the Federal Procurement Standards within this Policy. However, any policy changes must be approved by the Board of Commissioners prior to becoming effective.

- 2 **Note: As a reminder, if there is a conflict between the Union County Procurement Policy and federal purchasing requirements, the most restrictive purchase policy applies.**

PROCEDURE

- 2.1 Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

General Procurement Standards and Procedures:

NECESSITY

Purchases ***must be necessary*** to perform the scope of work and must avoid acquisition of unnecessary or duplicative items (no stockpiling). The Procurement Department and/or the requesting department should check with the federal surplus property agency prior to buying *new* items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

CLEAR SPECIFICATIONS

- 2.2 All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

NOTICE OF FEDERAL FUNDING

- 2.3 All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

COMPLIANCE BY CONTRACTORS.

- 2.4 All solicitations should inform prospective contractors that they will need to comply with all applicable federal laws, regulations, executive orders, FEMA requirements, and terms and conditions of the funding award.

2.5 FIXED PRICE

- Solicitations must state that the bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are *prohibited*. Time and materials contracts are prohibited *in most circumstances*. Time and materials (cost-plus) contracts will not be used unless no other form of contract is suitable and the contract includes a "not-to-exceed" amount. A time and materials contract shall not be awarded without the express written permission of the federal agency or state pass-through agency that awarded the funds.
- 2.6

USE OF BRAND NAMES

- 2.7 When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

LEASE VERSUS PURCHASE

Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach. Note: This comparison is necessary for most FEMA financial assistance programs following an emergency or major disaster declaration.

DIVIDING CONTRACT FOR M/WBE PARTICIPATION

- 2.8 If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

DOCUMENTATION OF PROCUREMENT PROCEDURES

- 2.9 Documentation must be maintained by the Procurement Department and/or the requesting department detailing the history of all procurements. The documentation should include procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

2.10 COST ESTIMATE

For all procurements costing ~~\$250,000~~ **\$350,000¹** or more, the Procurement Department and/or requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

2.11

CONTRACT REQUIREMENTS

- 2.12 The requesting department must prepare a written contract incorporating the provisions as required by the Uniform Guidance, 2 CFR, Part 200.

DEBARMENT

No contract shall be awarded to a contractor included on the federally debarred bidders list. Prior to preparing the contract, the Procurement Department or the

¹ This amount is known as the Simplified Acquisition Threshold (the "SAT") and is set by the federal government in accordance with 2 C.F.R. §§ 200.1 and 200.320. Notwithstanding anything in the Union County Procurement Policy to the contrary, the SAT will be deemed to have been updated in Union County's Procurement Policy any time the SAT is modified by the federal government.

requesting department must verify that the contractor is not on the federally debarred bidders list.

CONTRACTOR OVERSIGHT

The requesting department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

2.13

OPEN COMPETITION

Solicitations shall be prepared in a way to be fair and provide open competition. The County shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding; specifying a brand name without allowing for "or equal" products, or other unnecessary requirement that have the effect of the restricting competition.

2.14

DOMESTIC SOURCING

2.15 The County should provide for domestic sourcing preferences to the greatest extent possible.

GEOGRAPHIC PREFERENCE

2.16

No contract shall be awarded on the basis of geographic preference.

PRE-QUALIFICATION

2.17

At the discretion of the County, contractors for construction and repair projects will be prequalified in accordance with the County's Pre-Qualification for Capital Improvement Projects (Section 3.9 of the Union County Procurement Policy). Protests for denial of prequalification will be in accordance with the pre-qualification policy.

2.18

PROTESTS AND DISPUTES

2.19 If required by the federal funding source, bid protests and disputes will comply with any requirements issued by the funding agency.

COMPETITIVE BIDS

Purchases made through a Cooperative Purchasing Program, or a contract procured by the State of North Carolina may be allowed ONLY if the contracts were procured in compliance with 2 C.F.R. 200.317-327 and written approval is granted by the federal grantor agency. Documentation must be provided by the supplier demonstrating compliance. However, State Contract or Cooperative Purchasing programs may be used for purchases under the micro-purchase limit.

3

SPECIFIC PROCUREMENT PROCEDURES

The Procurement Department shall solicit bids/quotes in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

MICRO-PURCHASE

Purchase Contracts: Up to \$30,000

Service Contracts: Up to \$50,000

- 3.1 Shall be procured using the Uniform Guidance micro-purchase procedure (2 CFR §200.320(a)(1)). The thresholds are approved annually as a resolution by the Board of Commissioners to increase the micro-purchase limit. Does not apply to Architectural or Engineering ("A/E") Professional Services.

Procedure

1. No bidding is required.
- 3.1.1 2. Price must be considered fair and reasonable.
3. To the extent practicable, purchases must be distributed among qualified suppliers.
4. Contract must be in writing (this could be in the form of a purchase order).

SMALL PURCHASE

- 3.2 Purchase Contracts: At least \$30,000, but less than \$90,000
Service Contracts: At least \$50,000, but less than \$90,000

Shall be procured using the Uniform Guidance "small purchase" procedure (2 CFR §200.320(a)(2)). Does not apply to A/E Professional Services.

3.2.1 **Procedure**

1. Cost or price analysis is NOT required prior to soliciting bids.
2. Obtain **written** price quotes from an adequate number of suppliers or sources (which shall not be less than two (2) quotes). Check specific grant as some agencies may require more than two (2) quotes.
3. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321 by posting on the State's IPS site and the HUB Site.
4. Award contract as a fixed price. A not-to-exceed basis is permissible for service contracts only where obtaining a fixed price is not feasible.
5. Award to lowest responsive, responsible bidder.
- 3.3 6. Contract must be in writing (purchase contracts may be in the form of a purchase order; service contracts and construction or repair contracts require use of contract template).

SEALED BID

Service Contracts: \$90,000 up to ~~\$250,000~~ **\$350,000**

Purchase Contracts: \$90,000+

Shall be procured using a combination of the most restrictive requirements of the Uniform Guidance sealed bid procedure (2 CFR §200.320(b)(1)) and state formal bidding procedures (G.S. §143-129).

Procedure

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be available to all bidders.
3. Public Advertisement: electronic advertising is authorized.
- 3.3.1 4. Legal notice must reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
5. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 CFR § 200.321 by posting on the State's IPS site and the HUB site.
6. Solicit from adequate number of known suppliers.
7. Bids must be submitted sealed.
8. Must have two (2) sealed bids submitted to open;
9. Public Bid Opening.
10. If fewer than two bids are received, re-advertisement is necessary. If upon re-advertisement only one bid is received, the bid can be accepted and opened.
11. Bids may only be rejected for "sound *documented* reasons."
12. Award contract as a firm fixed-price. A not-to-exceed basis is permissible for *service contracts only* where obtaining a fixed price is not feasible.
13. Award to lowest, responsive, responsible bidder.
14. Contract must be in writing (purchase contracts may be in the form of a purchase order; service contracts and construction repair require use of contract template).
15. **Cannot** use a cooperative purchasing program as an Exception to the Bidding.
16. Governing board approval prior to award is not required (per local policy, the BOCC has delegated award authority to County Manager).

3.4

COMPETITIVE PROPOSALS

Service Contracts: ~~\$250,000+~~ **\$350,000+**

Shall be procured using the Uniform Guidance competitive proposal procedure (2 CFR § 200.320(b)(2)) when the sealed bid procedure is not appropriate for the particular type of service being sought.

- 3.4.1 *Note: RFP's (competitive proposals) can **only** be used when conditions are not appropriate for the use of sealed bids such as service contracts. This can be used for all types of contracts \$250,000 and over.*

Procedure

1. Public advertisement is required; however, formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 by posting on the State's JPS site and the HUB site.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. All responses must be considered to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with the most advantageous proposal taking into account price and other factors identified in the RFP.
7. Governing board approval is required per local policy.
8. Award the contract on a firm fixed-price or cost-reimbursement basis.
9. Must have written contract with federal contract provisions included.
10. **Cannot** use a cooperative purchasing program as an exception to the bidding.
11. If only one response is received, re-advertisement is not required.

CONSTRUCTION AND REPAIR CONTRACTS – SMALL PURCHASE

3.5

At least \$30,000, but less than ~~\$250,000~~ **\$350,000**

Shall be procured using the Uniform Guidance small purchase procedure (2 C.F.R. § 200.320(a)(2)). The \$30,000 threshold is approved annually as a Resolution by the Board to increase the micro-purchase limit.

3.5.1

Procedure

1. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 by posting on the State's JPS site and the HUB site.
3. Obtain written price quotes from an adequate number of suppliers or sources (typically means two (2); however, verify with granting agency).
4. Award Contract on a fixed-price or not-to-exceed basis.
5. Award to lowest responsive, responsible bidder.
6. Award by the BOCC is not required; however, BOCC authorization of the contract may be required pursuant to the BOCC delegation of contracting authority.
7. Must have written contract with federal contract provisions included.
8. If fewer than two bids are received, re-advertisement is necessary. If upon re-advertisement only one bid is received, the bid can be accepted and opened.

CONSTRUCTION AND REPAIR CONTRACTS – SEALED BID

At least ~~\$250,000~~ **\$350,000**, but less than \$500,000

Shall be procured using the Uniform Guidance sealed bid procedure (2 C.F.R. § 200.320(b)(1))

3.6

Procedure

3.6.1

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Public Advertisement: Advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid).
4. The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
5. Solicit from adequate number of known suppliers.
6. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 by posting on the State's IPS site and the HUB site.
7. Bids must be submitted sealed.
8. Public Bid Opening
9. Must have two (2) sealed bids submitted prior to opening.
10. Original 5% Bid Bond (a bid that does not contain a bid bond cannot be counted toward the two (2) bid requirement).
11. Performance and Payment Bonds for 100 % of contract price Bids may only be rejected for "sound *documented* reasons".
12. Contract awarded on firm-fixed price basis.
13. Award to lowest responsive, responsible bidder
14. Must have written contract with federal contract provisions included.
15. Award of the contract by the BOCC is not required; however, contract execution authority limits as adopted by the BOCC shall still apply.
16. If fewer than two bids are received, re-advertisement is necessary. If upon re-advertisement and only one bid is received, the bid can be accepted and opened.

*** Building Projects \$300,000 and above**

Construction or repair contracts involving a building \$300,000 and above must also include:

1. Pursuant to N.C.G.S. §143-128.2, formal HUB (historically underutilized

- business) participation is required, including local government outreach efforts and bidder good faith efforts.
2. Separate specifications shall be drawn up for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143 -128(a).

CONSTRUCTION AND REPAIR – SEALED BIDS \$500,000+

\$500,000 and above

- 3.7 Shall be procured using a combination of the most restrictive requirements of the Uniform Guidance sealed bid procedure (2 C.F.R. § 200.320(b)(1)) and state formal bidding procedures (N.C.G.S. §143-129).
 - Procedures
 - 3.7.1
 1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 2. Complete specifications must be made available to all bidders
 3. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. 143-128(a).
 4. The project shall be bid using a statutorily authorized bidding method (separate prime, single-prime, or dual bidding) as required under N . C . G.S. §143-129(a)(1).
 5. Public Advertisement: (Electronic Advertising is authorized)
 6. Legal notice must reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
 7. Solicit from adequate number of known suppliers.
 8. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 by posting on the State's JPS site and HUB.
 9. Good Faith MBE Requirements/Affidavits must be submitted Bids must be submitted sealed and in paper form.
 10. Public Bid Opening
 11. Must have three (3) sealed bids submitted before opening
 12. Original 5% Bid Bond (a bid that does not contain a bid bond cannot be counted toward the three (3) bid requirement) Bid Bonds may not be faxed or emailed. Bid Bonds must be original and submitted with the Bid.
 13. Performance and Payment Bonds for 100% of contract price
 14. Bids can only be rejected for "sound *documented* reasons"
 15. Contract awarded on firm-fixed Price basis
 16. Award to lowest, responsive, responsible bidder
 17. Must have written contract with federal contract provisions included
 18. Award by the BOCC is required (cannot be delegated)
 19. If fewer than three bids are received, re-advertisement is necessary. If upon re advertisement less than three bids are received, bid(s) can be accepted and opened.

PROFESSIONAL SERVICES (ARCHITECTURAL AND ENGINEERING SERVICES)

Less than \$50,000

Shall be procured using the RFQ process or Exemption Process

3.8

Procedure Under \$50,000

- 3.8.1 Professional Services under \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act may be exempt pursuant to N.C.G.S. §143-64.32 as long as the annual self-certification has been included in the annual Budget Ordinance. If the self-certification was not done, the micro-purchase threshold shall be \$10,000.

\$50,000 - ~~\$250,000~~ **\$350,000**

Shall be procured using the state "Mini-Brooks Act" requirements (N.C.G.S. §143-64.31)

Procedure \$50,000 - ~~\$250,000~~ **\$350,000**

3.8.2

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms.
2. Advertisement: Solicit only - Newspaper is not required.
3. Price (other than unit cost) shall not be solicited in the RFQ.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. §200.321 by posting on the State's IPS site and HUB.
5. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
6. State licensure requirements apply.
7. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation.
8. Preference may be given to in-state (but not local) firms.
9. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.
11. Must be a fixed price or not to exceed contract type for services.
12. Governing board approval is not required.
13. Must have written contract with federal contract provisions included.
14. Do NOT have to re-advertise if only one response is received.

~~\$250,000~~ **\$350,000** and above

Shall be procured using the Uniform Guidance competitive proposal procedure (2 C.F.R. § 200.320(b)(2))

Procedure ~~\$250,000+~~ **\$350,000+**

- 3.8.3
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms
Advertisement: Solicit only - Newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 2. Take affirmative steps to solicit qualifications statements from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321 by posting on the State's IPS site and HUB site.
 3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
 4. Proposals must be solicited from an adequate number of qualified sources (an individual federal grantor agency may issue guidance interpreting "adequate number").
 5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
 6. Consider all responses to the publicized RFQ to the maximum extent practical.
 7. Evaluate qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department
 8. Rank respondents based on qualifications and select the most qualified firm.
 9. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
 10. Price cannot be a factor in the initial selection of the most qualified firm.
 11. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
 12. State licensure requirements apply.
 13. Must be a fixed price or not to exceed contract type for services.
 14. Governing board approval is required (per local policy)
 15. Must have written contract with federal contract provisions included

- 4
- Note: The RFQ process cannot be used for general consulting services or other services not defined by state law or federal law even if those services can be performed by an architectural or engineering firm.

4.1 **EXCEPTIONS**

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds.

SOLE SOURCE

A contract may be awarded without competitive bidding when the item is available from

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only one source. The Procurement Department and/or requesting department shall document the justification for and lack of available competition for the item. Written prior approval is required by the granting agency for all sole source procurements in excess of ~~\$250,000~~ **\$350,000**. All sole source contracts must be approved by the BOCC when federal funding is involved unless the contract is under \$30,000.

PUBLIC EXIGENCY

- 4.2 A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding. **A cost analysis is still required.**

INADEQUATE COMPETITION

- 4.3 A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

AWARDING AGENCY APPROVAL

- 4.4 A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law. When hiring consultants, prior approval must be obtained from the awarding agency whose rate exceeds the consultant rate maximum limit as specified by the awarding agency.

5

CONFLICTS OF INTEREST

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, or agent of Union County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. The employee, officer, or agent involved in the selection, award, or administration of a contract;
2. Any member of his or her immediate family;
3. His or her partner; or
4. An organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this Appendix shall report the conflict to his or her Department or Division Director. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

GIFTS

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, and agents of Union County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value which fall into one of the following categories may be accepted:

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1. Promotional items.
2. Honorariums for participation in meetings; or Meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

VIOLATION

7

Employees violating Appendix A will be subject to discipline up to and including dismissal. If a contractor violates the conflict of interest or gift rules set out herein, the County may terminate any contract(s) between the County and said contractor and said contractor may not be eligible for future contract awards.

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APPENDIX A – PROCUREMENT PROCEDURES WITH FEDERAL FUNDS

POLICY

- 1 All contracts and purchases funded, in whole or in part, with any federal or state grant or loan funds must be procured by all County Departments in a manner that conforms will all Applicable Law, including, without limitation, all federal laws, policies, and standards, including those under the federal Uniform Guidance (2 C.F.R. Part 200). Further, such regulations shall supersede all local purchasing provisions to the extent of any conflict. Without limiting the generality of the foregoing, purchases made by the Union County Department of Transportation with federal transit funds shall comply with the current version of FTA (Federal Transit Administration) Circular 4220.1. All sub-recipient agencies receiving federal or state funds through the County of Union shall also comply with the federal or state granting agency procurement regulations, which supersede all local purchasing resolution provisions. The procurement of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in whole or in part with federal financial assistance must comply with all of the provisions of this Appendix A, which describe the requirements related to conflicts of interests and gifts. The Procurement Director may establish procedures consistent with this Policy to ensure compliance with the requirements of this paragraph.

This Appendix A applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in whole or in part with federal financial assistance (direct or reimbursed). This Section also applies to any sub-recipient of the funds.

- The Employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all Employees, officers, and agents, including sub-1.1 recipients, of the requirements of this section and any additional prohibitions or requirements.

COMPLIANCE WITH FEDERAL LAW

- 1.2 All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200.327 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The County of Union will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County of Union have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. In addition, the County must comply and adhere to any other grant specific requirements.

CONTRACT AWARD

When bids are required by law, or otherwise solicited by the County, all contracts shall

be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

NO EVASION

No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this policy or state and federal law.

1.3 CONTRACT REQUIREMENTS

1.4 All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R Section § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

SELF-CERTIFICATION

1.5 Annual self-certification shall be included within the annual Budget Ordinance and approved by the Board of Commissioners.

1.6 CONTRACTOR'S CONFLICT OF INTEREST

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

1.7 APPROVAL AND MODIFICATION

The Administrative Procedures contained within this policy are administrative and may be changed as necessary at staff level to comply with the Federal Procurement Standards within this Policy. However, any policy changes must be approved by the Board of Commissioners prior to becoming effective.

Note: As a reminder, if there is a conflict between the Union County Procurement Policy and federal purchasing requirements, the most restrictive purchase policy applies.

PROCEDURE

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

General Procurement Standards and Procedures:

NECESSITY

- 2.1 Purchases ***must be necessary*** to perform the scope of work and must avoid acquisition of unnecessary or duplicative items (no stockpiling). The Procurement Department and/or the requesting department should check with the federal surplus property agency prior to buying *new* items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

CLEAR SPECIFICATIONS

- 2.2 All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

NOTICE OF FEDERAL FUNDING

- 2.3 All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

2.4 COMPLIANCE BY CONTRACTORS.

- 2.5 All solicitations should inform prospective contractors that they will need to comply with all applicable federal laws, regulations, executive orders, FEMA requirements, and terms and conditions of the funding award.

FIXED PRICE

- 2.6 Solicitations must state that the bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are *prohibited*. Time and materials contracts are prohibited *in most circumstances*. Time and materials (cost-plus) contracts will not be used unless no other form of contract is suitable and the contract includes a "not-to-exceed" amount. A time and materials contract shall not be awarded without the express written permission of the federal agency or state pass-through agency that awarded the funds.

USE OF BRAND NAMES

When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is

listed, it is used as reference only and "or equal" must be included in the description.

LEASE VERSUS PURCHASE

Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach. Note: This comparison is necessary for most FEMA financial assistance programs following an emergency or major disaster declaration.

2.7

DIVIDING CONTRACT FOR M/WBE PARTICIPATION

If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

2.8

DOCUMENTATION OF PROCUREMENT PROCEDURES

Documentation must be maintained by the Procurement Department and/or the requesting department detailing the history of all procurements. The documentation should include procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

2.9

2.10

COST ESTIMATE

For all procurements costing \$350,000¹ or more, the Procurement Department and/or requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

2.11

CONTRACT REQUIREMENTS

The requesting department must prepare a written contract incorporating the provisions as required by the Uniform Guidance, 2 CFR, Part 200.

¹ This amount is known as the Simplified Acquisition Threshold (the "SAT") and is set by the federal government in accordance with 2 C.F.R. §§ 200.1 and 200.320. Notwithstanding anything in the Union County Procurement Policy to the contrary, the SAT will be deemed to have been updated in Union County's Procurement Policy any time the SAT is modified by the federal government.

DEBARMENT

No contract shall be awarded to a contractor included on the federally debarred bidders list. Prior to preparing the contract, the Procurement Department or the requesting department must verify that the contractor is not on the federally debarred bidders list.

2.12

CONTRACTOR OVERSIGHT

The requesting department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

2.13

OPEN COMPETITION

Solicitations shall be prepared in a way to be fair and provide open competition. The County shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding; specifying a brand name without allowing for "or equal" products, or other unnecessary requirement that have the effect of the restricting competition.

2.14

DOMESTIC SOURCING

The County should provide for domestic sourcing preferences to the greatest extent possible.

2.15

GEOGRAPHIC PREFERENCE

No contract shall be awarded on the basis of geographic preference.

2.16

PRE-QUALIFICATION

At the discretion of the County, contractors for construction and repair projects will be prequalified in accordance with the County's Pre-Qualification for Capital Improvement Projects (Section 3.9 of the Union County Procurement Policy). Protests for denial of prequalification will be in accordance with the pre-qualification policy.

2.17

PROTESTS AND DISPUTES

If required by the federal funding source, bid protests and disputes will comply with any requirements issued by the funding agency.

2.18

COMPETITIVE BIDS

Purchases made through a Cooperative Purchasing Program, or a contract procured by the State of North Carolina may be allowed ONLY if the contracts were procured in compliance with 2 C.F.R. 200.317-327 and written approval is granted by the federal grantor agency. Documentation must be provided by the supplier demonstrating

compliance. However, State Contract or Cooperative Purchasing programs may be used for purchases under the micro-purchase limit.

SPECIFIC PROCUREMENT PROCEDURES

The Procurement Department shall solicit bids/quotes in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

MICRO-PURCHASE

- 3 Purchase Contracts: Up to \$30,000
Service Contracts: Up to \$50,000

- 3.1 Shall be procured using the Uniform Guidance micro-purchase procedure (2 CFR §200.320(a)(1)). The thresholds are approved annually as a resolution by the Board of Commissioners to increase the micro-purchase limit. Does not apply to Architectural or Engineering ("A/E") Professional Services.

Procedure

- 3.1.1
1. No bidding is required.
 2. Price must be considered fair and reasonable.
 3. To the extent practicable, purchases must be distributed among qualified suppliers.
 4. Contract must be in writing (this could be in the form of a purchase order).

3.2 SMALL PURCHASE

Purchase Contracts: At least \$30,000, but less than \$90,000
Service Contracts: At least \$50,000, but less than \$90,000

- 3.2.1 Shall be procured using the Uniform Guidance "small purchase" procedure (2 CFR §200.320(a)(2)). Does not apply to A/E Professional Services.

Procedure

1. Cost or price analysis is NOT required prior to soliciting bids.
2. Obtain **written** price quotes from an adequate number of suppliers or sources (which shall not be less than two (2) quotes). Check specific grant as some agencies may require more than two (2) quotes.
3. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321 by posting on the State's IPS site and the HUB Site.
4. Award contract as a fixed price. A not-to-exceed basis is permissible for service contracts only where obtaining a fixed price is not feasible.
5. Award to lowest responsive, responsible bidder.
6. Contract must be in writing (purchase contracts may be in the form of a purchase order; service contracts and construction or repair contracts require use of contract template).

SEALED BID

Service Contracts: \$90,000 up to \$350,000

Purchase Contracts: \$90,000+

- 3.3 Shall be procured using a combination of the most restrictive requirements of the Uniform Guidance sealed bid procedure (2 CFR §200.320(b)(1)) and state formal bidding procedures (G.S. §143-129).

Procedure

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be available to all bidders.
- 3.3.1 3. Public Advertisement: electronic advertising is authorized.
4. Legal notice must reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
5. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 CFR § 200.321 by posting on the State's IPS site and the HUB site.
6. Solicit from adequate number of known suppliers.
7. Bids must be submitted sealed.
8. Must have two (2) sealed bids submitted to open;
9. Public Bid Opening.
10. If fewer than two bids are received, re-advertisement is necessary. If upon re-advertisement only one bid is received, the bid can be accepted and opened.
11. Bids may only be rejected for "sound *documented* reasons."
12. Award contract as a firm fixed-price. A not-to-exceed basis is permissible for *service contracts only* where obtaining a fixed price is not feasible.
13. Award to lowest, responsive, responsible bidder.
14. Contract must be in writing (purchase contracts may be in the form of a purchase order; service contracts and construction repair require use of contract template).
15. **Cannot** use a cooperative purchasing program as an Exception to the Bidding.
- 3.4 16. Governing board approval prior to award is not required (per local policy, the BOCC has delegated award authority to County Manager).

COMPETITIVE PROPOSALS

Service Contracts: \$350,000+

Shall be procured using the Uniform Guidance competitive proposal procedure (2 CFR § 200.320(b)(2)) when the sealed bid procedure is not appropriate for the particular type of service being sought.

*Note: RFP's (competitive proposals) can **only** be used when conditions are not appropriate for the use of sealed bids such as service contracts. This can be used for all types of contracts \$250,000 and over.*

Procedure

1. Public advertisement is required; however, formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
- 3.4.1 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 by posting on the State's JPS site and the HUB site.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. All responses must be considered to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with the most advantageous proposal taking into account price and other factors identified in the RFP.
7. Governing board approval is required per local policy.
8. Award the contract on a firm fixed-price or cost-reimbursement basis.
9. Must have written contract with federal contract provisions included.
10. **Cannot** use a cooperative purchasing program as an exception to the bidding.
11. If only one response is received, re-advertisement is not required.

3.5 CONSTRUCTION AND REPAIR CONTRACTS – SMALL PURCHASE

At least \$30,000, but less than \$350,000

Shall be procured using the Uniform Guidance small purchase procedure (2 C.F.R. § 200.320(a)(2)). The \$30,000 threshold is approved annually as a Resolution by the Board to increase the micro-purchase limit.

Procedure

1. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 by posting on the State's JPS site and the HUB site.
3. Obtain written price quotes from an adequate number of suppliers or sources (typically means two (2); however, verify with granting agency).
4. Award Contract on a fixed-price or not-to-exceed basis.
5. Award to lowest responsive, responsible bidder.
6. Award by the BOCC is not required; however, BOCC authorization of the contract may be required pursuant to the BOCC delegation of contracting authority.
7. Must have written contract with federal contract provisions included.

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8. If fewer than two bids are received, re-advertisement is necessary. If upon re-advertisement only one bid is received, the bid can be accepted and opened.

CONSTRUCTION AND REPAIR CONTRACTS – SEALED BID

At least \$350,000, but less than \$500,000

Shall be procured using the Uniform Guidance sealed bid procedure (2 C.F.R. § 200.320(b)(1))

3.6

Procedure

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
- 3.6.1 2. Complete specifications must be made available to all bidders.
3. Public Advertisement: Advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid).
4. The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
5. Solicit from adequate number of known suppliers.
6. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 by posting on the State's IPS site and the HUB site.
7. Bids must be submitted sealed.
8. Public Bid Opening
9. Must have two (2) sealed bids submitted prior to opening.
10. Original 5% Bid Bond (a bid that does not contain a bid bond cannot be counted toward the two (2) bid requirement).
11. Performance and Payment Bonds for 100 % of contract price Bids may only be rejected for "sound *documented* reasons".
12. Contract awarded on firm-fixed price basis.
13. Award to lowest responsive, responsible bidder
14. Must have written contract with federal contract provisions included.
15. Award of the contract by the BOCC is not required; however, contract execution authority limits as adopted by the BOCC shall still apply.
16. If fewer than two bids are received, re-advertisement is necessary. If upon re-advertisement and only one bid is received, the bid can be accepted and opened.

*** Building Projects \$300,000 and above**

Construction or repair contracts involving a building \$300,000 and above must also include:

1. Pursuant to N.C.G.S. §143-128.2, formal HUB (historically underutilized business) participation is required, including local government outreach efforts and bidder good faith efforts.
2. Separate specifications shall be drawn up for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143 -128(a).

CONSTRUCTION AND REPAIR – SEALED BIDS \$500,000+

\$500,000 and above

- 3.7 Shall be procured using a combination of the most restrictive requirements of the Uniform Guidance sealed bid procedure (2 C.F.R. § 200.320(b)(1)) and state formal bidding procedures (N.C.G.S. §143-129).

Procedures

- 3.7.1
1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 2. Complete specifications must be made available to all bidders
 3. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. 143-128(a).
 4. The project shall be bid using a statutorily authorized bidding method (separate prime, single-prime, or dual bidding) as required under N . C . G.S. §143-129(a)(1).
 5. Public Advertisement: (Electronic Advertising is authorized)
 6. Legal notice must reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
 7. Solicit from adequate number of known suppliers.
 8. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 by posting on the State's JPS site and HUB.
 9. Good Faith MBE Requirements/Affidavits must be submitted Bids must be submitted sealed and in paper form.
 10. Public Bid Opening
 11. Must have three (3) sealed bids submitted before opening
 12. Original 5% Bid Bond (a bid that does not contain a bid bond cannot be counted toward the three (3) bid requirement) Bid Bonds may not be faxed or emailed. Bid Bonds must be original and submitted with the Bid.
 13. Performance and Payment Bonds for 100% of contract price
 14. Bids can only be rejected for "sound *documented* reasons"
 15. Contract awarded on firm-fixed Price basis
 16. Award to lowest, responsive, responsible bidder
 17. Must have written contract with federal contract provisions included
 18. Award by the BOCC is required (cannot be delegated)
 19. If fewer than three bids are received, re-advertisement is necessary. If upon re advertisement less than three bids are received, bid(s) can be accepted and opened.

PROFESSIONAL SERVICES (ARCHITECTURAL AND ENGINEERING SERVICES)

Less than \$50,000

Shall be procured using the RFQ process or Exemption Process

3.8

Procedure Under \$50,000

- 3.8.1 Professional Services under \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act may be exempt pursuant to N.C.G.S. §143-64.32 as long as the annual self-certification has been included in the annual Budget Ordinance. If the self-certification was not done, the micro-purchase threshold shall be \$10,000.

\$50,000 - \$350,000

Shall be procured using the state "Mini-Brooks Act" requirements (N.C.G.S. §143-64.31)

Procedure \$50,000 - \$350,000

3.8.2

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms.
2. Advertisement: Solicit only - Newspaper is not required.
3. Price (other than unit cost) shall not be solicited in the RFQ.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. §200.321 by posting on the State's IPS site and HUB.
5. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
6. State licensure requirements apply.
7. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation.
8. Preference may be given to in-state (but not local) firms.
9. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.
11. Must be a fixed price or not to exceed contract type for services.
12. Governing board approval is not required.
13. Must have written contract with federal contract provisions included.
14. Do NOT have to re-advertise if only one response is received.

\$350,000 and above

Shall be procured using the Uniform Guidance competitive proposal procedure (2 C.F.R. § 200.320(b)(2))

Procedure \$350,000+

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms
Advertisement: Solicit only - Newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
- 3.8.3 2. Take affirmative steps to solicit qualifications statements from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321 by posting on the State's IPS site and HUB site.
3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
4. Proposals must be solicited from an adequate number of qualified sources (an individual federal grantor agency may issue guidance interpreting "adequate number").
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department
8. Rank respondents based on qualifications and select the most qualified firm.
9. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
10. Price cannot be a factor in the initial selection of the most qualified firm.
11. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
12. State licensure requirements apply.
13. Must be a fixed price or not to exceed contract type for services.
14. Governing board approval is required (per local policy)
15. Must have written contract with federal contract provisions included

- 4 Note: The RFQ process cannot be used for general consulting services or other services not defined by state law or federal law even if those services can be performed by an architectural or engineering firm.

4.1 EXCEPTIONS

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds.

SOLE SOURCE

A contract may be awarded without competitive bidding when the item is available from

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only one source. The Procurement Department and/or requesting department shall document the justification for and lack of available competition for the item. Written prior approval is required by the granting agency for all sole source procurements in excess of \$350,000. All sole source contracts must be approved by the BOCC when federal funding is involved unless the contract is under \$30,000.

PUBLIC EXIGENCY

- 4.2 A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding. **A cost analysis is still required.**

INADEQUATE COMPETITION

- 4.3 A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

AWARDING AGENCY APPROVAL

- 4.4 A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law. When hiring consultants, prior approval must be obtained from the awarding agency whose rate exceeds the consultant rate maximum limit as specified by the awarding agency.

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CONFLICTS OF INTEREST

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, or agent of Union County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. The employee, officer, or agent involved in the selection, award, or administration of a contract;
2. Any member of his or her immediate family;
3. His or her partner; or
4. An organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this Appendix shall report the conflict to his or her Department or Division Director. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

GIFTS

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, and agents of Union County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value which fall into one of the following categories may be accepted:

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1. Promotional items.
2. Honorariums for participation in meetings; or Meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

VIOLATION

Employees violating Appendix A will be subject to discipline up to and including dismissal. If a contractor violates the conflict of interest or gift rules set out herein, the County may terminate any contract(s) between the County and said contractor and said contractor may not be eligible for future contract awards.

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Union County, NC

Staff Report

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

File #: 25-729

Agenda Date: 12/8/2025

TITLE:

Resolution - Surplus Vehicle Sale

INFORMATION CONTACT:

Corey Brooks, Procurement & Contract Management, Interim Director, 704-283-3683

ACTION REQUESTED:

Adopt a Resolution Authorizing the Sale of Personal Property.

BACKGROUND:

Union County currently has five (5) vehicles to be disposed of as scrap. The vehicles are County-owned units that reached the end of their useful lives and were subsequently used for training exercises, which rendered them unsuitable for re-sale through normal surplus channels. Additional vehicle information can be found on Attachment A.

FINANCIAL IMPACT:

Estimated revenue is \$500. The revenue will be returned to the fund from which the asset came.

RESOLUTION AUTHORIZING SALE OF PERSONAL PROPERTY

WHEREAS, G.S. 160A-267 allows Union County to dispose of personal property by private sale upon adoption of a resolution authorizing the Procurement & Contract Management Director or his designee (the “Procurement Director”) to dispose of the property by private sale at a negotiated price; and

WHEREAS, the County currently owns five (5) vehicles, identified on Attachment A hereto, which had reached the end of their usable lives and were then utilized by the County to conduct training which resulted in the vehicles not being fit for re-sale; and

WHEREAS, the Procurement Director has determined that the best option for disposal of the vehicles is to sell them for scrap;

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

1. The items of personal property included on Attachment A and incorporated herein by reference are declared surplus.
2. The Procurement Director is authorized to sell the items listed in Attachment A for scrap and to execute any and all documents necessary to transfer said property on behalf of Union County.
3. All items will be sold “as is” and “where is” with no warranty, expressed or implied.
4. No sale shall be consummated hereunder until 10 days have passed from publication of a notice summarizing this Resolution.

Adopted this 8th day of December, 2025

ATTEST:

Lynn G. West, Clerk to the Board

Melissa Merrell, Chair
Union County Board of Commissioners

Attachment A

Tag Number	Description	Serial/Parcel	Department
15-14	2014 Dodge Charger	2C3CDXAT8EH145863	UCSO
66-14	2014 Dodge Charger	2C3CDXAT3EH350717	UCSO
22-14	2014 Dodge Charger	2C3CDXAT9EH145855	UCSO
N/A	2002 Toyota Tundra	5TBBT44122S280345	Transportation
N/A	2019 LTV Ford E350	1FDEE3FSXKDC19122	Transportation



Union County, NC

Staff Report

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

File #: 25-706

Agenda Date: 12/8/2025

TITLE:

Banking Resolutions and Signature Cards

INFORMATION CONTACT:

Beverly Liles, 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 #: 25-751

Agenda Date: 12/8/2025

TITLE:

Contract - Auditing Services Amendment

INFORMATION CONTACT:

Beverly Liles, Finance, Director, 704-283-3674

ACTION REQUESTED:

Authorize the Chair to the Board 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 Chair's discretion.

PRIOR BOARD ACTIONS:

- 1) April 18, 2022, Regular Meeting, Agenda Item #22-212 - Approved FY22 Financial Audit Contract
- 2) May 5, 2023, Regular Meeting, Agenda Item #23-236 - Approved FY23 Financial Audit Contract
- 3) April 1, 2024, Regular Meeting, Agenda Item #24-209 - Approved FY24 Financial Audit Contract
- 4) March 17, 2025, Regular Meeting, Agenda Item #25-136 - Approved FY25 Financial Audit Contract

BACKGROUND:

This request is to extend the terms of the FY 2025 contract for auditing services with Cherry Bekeart, LLP. This extension is due to the Federal Government shutdown and the fact that the Compliance Supplement for federal grants were not available prior to the shutdown for FY 2025. Therefore, the auditors were not able to complete the federal and state grant single audit testing for FY 2025 as they normally are able to do so for each fiscal year.

The NC State Treasurer's Office and the Local Government Commission are requiring counties in NC to extend the terms of the contracts with their audit firms to allow additional time for auditors to be able complete the federal and state grant testing. The expectation is that the auditors will have this completed in the January timeframe since the Federal Government recently released the final Compliance Supplement for single audit testing of federal grant programs.

This amendment will extend the terms through February 12, 2026.

FINANCIAL IMPACT:

None.

Whereas	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending and originally to be submitted to the LGC on Date

hereby agree that it is now necessary that the contract be modified as follows.

Modification to date submitted to LGC

Original date

Modified date

Modification to fee

Original fee

Modified fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

Change in scope
 Issue with unit staff/turnover/workload
 Issue with auditor staff/turnover/workload
 Third-party financial statements not prepared by agreed-upon date
 Unit did not have bank reconciliations complete for the audit period
 Unit did not have reconciliations between subsidiary ledgers and general ledger complete
 Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
 Unit did not have information required for audit complete by the agreed-upon time
 Delay in component unit reports
 Software - implementation issue
 Software - system failure
 Software - ransomware/cyberattack
 Natural or other disaster
 Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due six months after fiscal year end (ten months after fiscal year end for housing authorities). Indicate NA if this is an amendment due to a change in cost only.

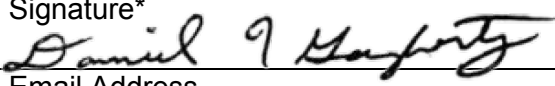
Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative* (typed or printed)	Signature* 
Date* 12/1/25	Email Address

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address



Union County, NC

Staff Report

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

File #: 25-746

Agenda Date: 12/8/2025

TITLE:

Employees' Bonds

INFORMATION CONTACT:

Mike Farrar, Security & Risk Management, Risk & 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 #: 25-747

Agenda Date: 12/8/2025

TITLE:

Elected Officials' Bonds

INFORMATION CONTACT:

Mike Farrar, Security & Risk Management, Risk & Safety Program Manager, 704-283-3592

ACTION REQUESTED:

Approve bond amounts for the Sheriff (\$5,000) and 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 Sheriff is \$5,000. The bond for the Register of Deeds is \$25,000.

FINANCIAL IMPACT:

\$325.00 for a four-year term (expiring December 2026) for the Sheriff bond. \$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

File #: 25-750

Agenda Date: 12/8/2025

TITLE:

Resolution - Adopt Board of Commissioners' 2026 Regular Meeting Schedule

INFORMATION CONTACT:

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

ACTION REQUESTED:

Adopt the Resolution for the Regular Meeting Schedule of the Union County Board of Commissioners for 2026.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This resolution is for the adoption of the Board of Commissioners' meeting schedule for 2026, which includes its regular meetings as shown on "Attachment A" to the resolution.

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

RESOLUTION FOR THE REGULAR MEETING SCHEDULE OF THE UNION COUNTY BOARD OF COMMISSIONERS FOR 2026

WHEREAS, the Union County Board of Commissioners previously adopted a meeting schedule for the year 2025; and

WHEREAS, the Board desires to adopt its regular meeting schedule for the year 2026, as shown on Attachment "A" to this resolution.

NOW, THEREFORE, be it resolved by the Union County Board of Commissioners as follows:

1. The Board does hereby adopt its regular meeting schedule for 2026, as shown on Attachment "A" to this resolution.

Adopted this the 8th day of December, 2025.

ATTEST:

Lynn G. West, Clerk to the Board

Chair
Union County Board of Commissioners

Attachment A

**2026 REGULAR MEETING SCHEDULE
UNION COUNTY BOARD OF COMMISSIONERS
500 North Main Street
Monroe, NC 28112**

MEETING DATE	MEETING TIME
Monday, January 12, 2026 (2nd Monday)	5:15 p.m.
Monday, February 2, 2026	5:15 p.m.
Tuesday, February 17, 2026 (Tuesday meeting)	5:15 p.m.
Monday, March 2, 2026	5:15 p.m.
Monday, March 16, 2026	5:15 p.m.
Monday, April 20, 2026	5:15 p.m.
Monday, May 4, 2026	5:15 p.m.
Monday, May 18, 2026	5:15 p.m.
Monday, June 1, 2026	5:15 p.m.
Monday, June 15, 2026	5:15 p.m.
Monday, July 20, 2026	5:15 p.m.
Monday, August 17, 2026	5:15 p.m.
Monday, September 21, 2026	5:15 p.m.
Monday, October 5, 2026	5:15 p.m.
Monday, October 19, 2026	5:15 p.m.
Monday, November 2, 2026	5:15 p.m.
Monday, November 16, 2026	5:15 p.m.
Monday, December 7, 2026	5:15 p.m.
Monday, December 21, 2026 (Subject to cancellation due to the holidays)	5:15 p.m.

Regular Meetings are generally held on the 1st and 3rd Monday of the month in the Meeting Chamber on the 1st floor of the Union County Government Center located at 500 North Main Street, Monroe N.C. When a regular meeting would fall on a holiday, the meeting is often held on Tuesday. Above is the official Regular Meeting schedule, with the specific dates and times for each meeting.

*NOTE: The official start time for most Regular Meetings is 5:15 p.m. Unless otherwise indicated on each meeting's official agenda, the public portion of the meeting is generally held as close to 6:00 p.m. as possible, following Closed Session at 5:15 p.m. Closed Sessions are held in the Commissioner Stony D. Rushing Conference Meeting Room on the 1st floor. As indicated on each meeting's official agenda, the Board may choose to hold public work sessions from 5:15-6:00 p.m. for certain Regular Meetings.



Union County, NC

Staff Report

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

File #: 25-711

Agenda Date: 12/8/2025

TITLE:

Human Resources Reports for October 2025

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

FINANCIAL IMPACT:

None.

**UNION COUNTY PERSONNEL REPORT
REPORT OF NEW HIRES**

October 2025

<u>Name</u>	<u>Hire Date</u>	<u>Position</u>
911 COMMUNICATIONS		
ELIZABETH M BONDS	10/20/25	TELECOMMUNICATOR I
BOARD OF ELECTIONS		
BARBARA A BELL	10/1/25	ONE STOP OFFICE SUPPORT
AVA M BROWN	10/1/25	ONE STOP OFFICE SUPPORT
HARVEY T MYERS	10/1/25	ONE STOP OFFICE SUPPORT
WILLIAM J NICHOLSON	10/1/25	ONE STOP OFFICE SUPPORT
DAVID C SANBORN	10/1/25	ONE STOP OFFICE SUPPORT
JOHN F SCHULLERY	10/1/25	ONE STOP OFFICE SUPPORT
SHEILA J SMITH	10/1/25	ONE STOP OFFICE SUPPORT
DORNINO J CIABATTONI	10/6/25	ONE STOP OFFICE SUPPORT
LINDA A DEBETTA	10/6/25	ONE STOP OFFICE SUPPORT
JAN R GREENE	10/6/25	ONE STOP OFFICE SUPPORT
JUDITH L ZAJAC	10/6/25	ONE STOP OFFICE SUPPORT
MARY C OVNIC	10/16/25	ONE STOP OFFICE SUPPORT
MELINDA C RUSSELL	10/16/25	ONE STOP OFFICE SUPPORT
DAISY T YARBOROUGH	10/16/25	ONE STOP OFFICE SUPPORT
ANGELA W BROWN	10/20/25	ONE STOP OFFICE SUPPORT
SALLIE E CREECH	10/20/25	ONE STOP OFFICE SUPPORT
CARL K CREECH	10/20/25	ONE STOP OFFICE SUPPORT
REESE G KOCELL	10/20/25	ONE STOP OFFICE SUPPORT
MONICA L MONTALVO	10/20/25	ONE STOP OFFICE SUPPORT
CESAR A MONTALVO	10/20/25	ONE STOP OFFICE SUPPORT
TRACY A NOWVSKIE	10/20/25	ONE STOP OFFICE SUPPORT
MARIA J RAMMER	10/20/25	ONE STOP OFFICE SUPPORT
JAMES M WOJTOWICZ	10/20/25	ONE STOP OFFICE SUPPORT
ENVIRONMENTAL HEALTH		
JACKSON H HEDA	10/6/25	ENVIRONMENTAL HEALTH SPEC
FACILITIES MANAGEMENT		
FRANCESCO G BRUNO	10/20/25	SENIOR FACILITIES PROJECT MGR
FLEET MANAGEMENT		
GARRETT M RAYMOND	10/6/25	EMRG VHCL EQUIP TECHNICIAN
HS - PUBLIC HEALTH		
BRIA T ALLSBROOKS	10/6/25	PUBLIC HEALTH NURSE
HS - SOCIAL SERVICES		
MASHIIA R BULLOCK	10/6/25	SENIOR SOCIAL WORKER
AVI C WILLIAMS	10/6/25	SOCIAL WORK SUPERVISOR
FAYTH C FARQUHAR	10/20/25	ELIGIBILITY SPECIALIST

<u>Name</u>	<u>Hire Date</u>	<u>Position</u>
DAWNNIKA W JOHNSON	10/20/25	BEHAVIORAL HEALTH THERAPIST
JESSICA N STITT	10/20/25	HUMAN SERVICES ASSISTANT
HS - TRANSPORTATION		
RAYMOND S NOONAN	10/20/25	TRANSPORTATION DRIVER PT
GINA A HANEY	10/20/25	TRANSPORTATION DRIVER PT
PUBLIC COMMUNICATIONS		
VANESSA N MARTIN	10/20/25	COMMUNICATIONS SPECIALIST
PUBLIC LIBRARY		
PETER B THORNTON	10/6/25	LIBRARY ASSOCIATE PT
MORIAH Y GRIFFIN	10/20/25	LIBRARY ASSOCIATE PT
SHERIFF/JAIL/FAC 80.5 HRS		
LETICIA GONZALEZ FICHER	10/20/25	DETENTION OFFICER
LOGAN E GRIFFIN	10/20/25	DETENTION OFFICER
UCW - PLANNING & RESOURCE MGMT		
DOMINIK P BENEDETTO	10/20/25	ENGINEER
DANIEL J LINDHOLM	10/20/25	APPLICATIONS ANALYST
UCW - UTILITY BUSINESS SVCS		
CHRISTINE N FOWLER	10/6/25	CUSTOMER SERVICE SPECIALIST
LEATA A THOMAS	10/20/25	CUSTOMER SERVICE SPECIALIST
UCW - WATER & WASTEWATER OPS		
WHITNEY T COX	10/6/25	WATER TRT PLANT OP IV
JASON A LOVE	10/20/25	UTILITY TECHNICIAN I

**UNION COUNTY PERSONNEL REPORT
REPORT OF RETIREES AND SEPARATIONS FROM SERVICE**

October 2025

<u>Name</u>	<u>Hire Date</u>	<u>Separation Date</u>	<u>Position</u>
SEPARATION FROM SERVICE			
911 COMMUNICATIONS			
RANDI L STARNES	7/19/21	10/21/25	TELECOMMUNICATOR II PT
KARIN H SAMES	6/26/23	10/31/25	TELECOMMUNICATOR I PT
ANTHONY E ANGELONE	2/26/24	10/31/25	TELECOMMUNICATOR I PT
SHANIQUE M HOWARD	7/14/25	10/31/25	TELECOMMUNICATOR I
ENVIRONMENTAL HEALTH			
FRANK M MITLIN	6/3/24	10/8/25	ENVIRONMENTAL HEALTH SPEC
HS - PUBLIC HEALTH			
ROCHELLE A MILLER	9/16/19	10/17/25	SENIOR PUBLIC HEALTH NURSE
HS - SOCIAL SERVICES			
OPAL S PHILLIPS	1/17/23	10/24/25	SENIOR SOCIAL WORKER
EVERETT M JETER	8/25/25	10/10/25	ELIGIBILITY SUPERVISOR
PUBLIC LIBRARY			
CHRISTIE S STEGALL	11/6/04	10/29/25	LIBRARY SPECIALIST PT
ZACHARY L PARKS	2/12/24	10/9/25	LIBRARY ASSISTANT PT
DANIEL D THOMAS	4/8/24	10/11/25	LIBRARY ASSISTANT PT
JOANNA N KAUFMAN	12/2/24	10/17/25	LIBRARY ASSOCIATE PT
SHERIFF/JAIL/FAC 80.5 HRS			
JAMICA L CARTER	7/28/25	10/3/25	DETENTION OFFICER
JUSTIN M OUTEN	9/8/25	10/30/25	DETENTION OFFICER
UCW - WATER & WASTEWATER OPS			
HAROLD WALLACE	2/27/23	10/8/25	INSTRUMENTATION & CONTROL TECH
TONY A LOFTIN	2/26/24	10/30/25	UTILITY TECHNICIAN I



Union County, NC

Staff Report

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

File #: 25-712

Agenda Date: 12/8/2025

TITLE:

Monthly Update - Wastewater Treatment Capacity

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

Twelve Mile Creek

Percent of Actual Flows	= 69.9%
• Percent of Actual + Permitted Flows	= 89.0%
• Actual Flows (MGD)	= 5.243
• Actual + Permitted Obligated Flows (MGD)	= 6.675

Crooked Creek

• Percent of Actual Flows	= 59.8%
• Percent of Actual + Permitted Flows	= 86.5%
• Actual Flows (MGD)	= 1.137
• Actual + Permitted Obligated Flows (MGD)	= 1.644

Olde Sycamore

• Percent of Actual Flows	= 26.0%
• Percent of Actual + Permitted Flows	= 26.0%
• Actual Flows (MGD)	= 0.039
• Actual + Permitted Obligated Flows (MGD)	= 0.039

Tallwood

• Percent of Actual Flows	= 44.0%
• Percent of Actual + Permitted Flows	= 44.0%

- Actual Flows (MGD) = 0.022
- Actual + Permitted Obligated Flows (MGD) = 0.022

Grassy Branch

- Percent of Actual Flows = 84.0%
- Percent of Actual + Permitted Flows = 86.0%
- Actual Flows (MGD) = 0.042
- Actual + Permitted Obligated Flows (MGD) = 0.043

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

FINANCIAL IMPACT:

None.

Water Reclamation Facility Flows

WRF	Permitted Capacity (MGD)	Actual Average Daily Flow ¹ (MGD)	Percent of Actual Flow Used	Actual + Permitted Obligated Flows (MGD)	Percent of Permitted Flow Used	Actual Rainfall (in)
Twelve Mile Creek	7.5	5.243	69.9%	6.675	89.0%	2.9
Crooked Creek	1.9	1.137	59.8%	1.644	86.5%	2.5
Olde Sycamore	0.15	0.039	26.0%	0.039	26.0%	2.6
Tallwood	0.05	0.022	44.0%	0.022	44.0%	2.5
Grassy Branch	0.05	0.042	84.0%	0.043	86.0%	2.9

¹Based on a 12-month rolling average.

Development Flows

12-Mile Creek WRF		
Backlog Type	Number of Projects	Requested Flow (MGD)
Approved – Permit Submittal Pending	3	0.143
Engineering Plan Review	16	0.768
Sketch Plan Review	17	0.468
Totals	36	1.379

Crooked Creek WRF		
Backlog Type	Number of Projects	Requested Flow (MGD)
Approved – Permit Submittal Pending	4	0.078
Engineering Plan Review	5	0.197
Sketch Plan Review	7	0.146
Totals	16	0.421



Union County, NC

Staff Report

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

File #: 25-718

Agenda Date: 12/8/2025

TITLE:

Tax Collector's Departmental Report for October 2025

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

This report reflects the totals of all tax transactions within the Tax Collector's Office for the month of October 2025 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 7, 2025

Re: Departmental Monthly Report

The Tax Collector's monthly/year to date collections report for the month ending October 31, 2025 is attached for your information and review.

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

Attachment

VH/JM

**OCTOBER 2025
PERCENTAGE FOR REGULAR TAX**

OCTOBER 31, 2025 REGULAR TAX	2025	2024	2023	2022	2021
BEGINNING CHARGE	271,443,666.71	237,275,716.34	226,182,681.80	217,072,690.61	208,196,536.07
TAX CHARGE					
PUBLIC UTILITIES CHARGE	3,303,575.47				
DISCOVERIES	144,033.93				
NON DISCOVERIES	12,459.78	6,517.50	6,399.37	5,985.25	
RELEASES	(259,084.69)	(26,048.30)	(51.93)	(44.86)	
TOTAL CHARGE	274,644,651.20	237,256,185.54	226,189,029.24	217,078,631.00	208,196,536.07
BEGINNING COLLECTIONS	34,489,507.86	236,984,182.99	226,074,945.73	216,998,239.36	208,144,131.72
COLLECTIONS	13,045,237.67	48,438.26	18,408.99	14,430.81	654.27
TOTAL COLLECTIONS	47,534,745.53	237,032,621.25	226,093,354.72	217,012,670.17	208,144,785.99
BALANCE OUTSTANDING	227,109,905.67	223,564.29	95,674.52	65,960.83	51,750.08
PERCENTAGE OF REGULAR	17.31%	99.91%	99.96%	99.97%	99.98%
OVERALL CHARGED	274,644,651.20	237,256,185.54	226,189,029.24	217,078,631.00	208,196,536.07
OVERALL COLLECTED	47,534,745.53	237,032,621.25	226,093,354.72	217,012,670.17	208,144,785.99
OVERALL PERCENTAGE	17.31%	99.91%	99.96%	99.97%	99.98%

**OCTOBER 2025
PERCENTAGE FOR REGULAR TAX**

OCTOBER 31, 2025 REGULAR TAX	2020	2019	2018	2017
BEGINNING CHARGE	192,181,201.53	186,540,147.30	180,717,811.44	186,663,147.61
TAX CHARGE				
PUBLIC UTILITIES CHARGE				
DISCOVERIES				
NON DISCOVERIES				
RELEASES				
TOTAL CHARGE	192,181,201.53	186,540,147.30	180,717,811.44	186,663,147.61
BEGINNING COLLECTIONS	192,110,847.49	186,442,767.74	180,659,888.54	186,615,824.26
COLLECTIONS	209.95	123.91	100.00	
TOTAL COLLECTIONS	192,111,057.44	186,442,891.65	180,659,988.54	186,615,824.26
BALANCE OUTSTANDING	70,144.09	97,255.65	57,822.90	47,323.35
PERCENTAGE OF REGULAR	99.96%	99.95%	99.97%	99.97%
OVERALL CHARGED	192,181,201.53	186,540,147.30	180,717,811.44	186,663,147.61
OVERALL COLLECTED	192,111,057.44	186,442,891.65	180,659,988.54	186,615,824.26
OVERALL PERCENTAGE	99.96%	99.95%	99.97%	99.97%

**OCTOBER 2025
PERCENTAGE FOR REGULAR TAX**

OCTOBER 31, 2025 REGULAR TAX	2016
BEGINNING CHARGE	176,859,604.37
TAX CHARGE	
PUBLIC UTILITIES CHARGE	
DISCOVERIES	
NON DISCOVERIES	
RELEASES	
TOTAL CHARGE	176,859,604.37
BEGINNING COLLECTIONS	176,820,489.77
COLLECTIONS	6.39
TOTAL COLLECTIONS	176,820,496.16
BALANCE OUTSTANDING	39,108.21
PERCENTAGE OF REGULAR	99.98%
OVERALL CHARGED	176,859,604.37
OVERALL COLLECTED	176,820,496.16
OVERALL PERCENTAGE	99.98%



Union County, NC

Staff Report

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

File #: 25-723

Agenda Date: 12/8/2025

TITLE:

Tax Refunds, Releases and Prorations Approved by Finance Officer

INFORMATION CONTACT:

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

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

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

FINANCIAL IMPACT:

None.



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ABERNATHY, MICAH RYAN	ABERNATHY, MICAH RYAN		2205 MADEIRA CIR		WAXHAM, NC 28173	Proration	0076726384	KBA6550	AUTHORIZED	707454390	Refund Generated due to proration on Bill #0076726384-2024-2024-0000-00	Vehicle Sold	10/15/2025	10/16/2025	001	TAX	(\$59.51)	(\$2.98)	(\$62.49)
															015	TAX	(\$20.13)	(\$1.01)	(\$21.14)
															003	TAX	(\$6.38)	(\$0.32)	(\$6.70)
															005	TAX	(\$1.42)	(\$0.07)	(\$1.49)
															004	TAX	(\$10.65)	(\$0.53)	(\$11.18)
															002	TAX	(\$136.46)	(\$6.82)	(\$143.28)
															Refund				
ADRAH, ROBERT TETTEH	ADRAH, ROBERT TETTEH		1208 FLAT HEADS LN		WAXHAM, NC 28173	Proration	0063703036	JJ89754	AUTHORIZED	940803608	Refund Generated due to proration on Bill #0063703036-2024-2024-0000-00	Vehicle Sold	10/2/2025	10/3/2025	001	TAX	(\$5.91)	\$0.00	(\$5.91)
															500	TAX	(\$13.94)	\$0.00	(\$13.94)
															500	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															028	TAX	(\$1.90)	\$0.00	(\$1.90)
															003	TAX	(\$0.63)	\$0.00	(\$0.63)
															005	TAX	(\$0.14)	\$0.00	(\$0.14)
															004	TAX	(\$1.05)	\$0.00	(\$1.05)
002	TAX	(\$13.55)	\$0.00	(\$13.55)															
Refund																	\$37.12		
ADVANCED RESIDUALS MANAGEMENT LLC	ADVANCED RESIDUALS MANAGEMENT LLC		1503 N ROCKY RIVER RD		MONROE, NC 28110	Proration	0066921504	KV7832	AUTHORIZED	828043636	Refund Generated due to proration on Bill #0066921504-2024-2024-0000-00	Vehicle Sold	10/30/2025	10/31/2025	001	TAX	(\$93.43)	\$0.00	(\$93.43)
															200	TAX	(\$287.66)	\$0.00	(\$287.66)
															200	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															003	TAX	(\$10.02)	\$0.00	(\$10.02)
															005	TAX	(\$2.24)	\$0.00	(\$2.24)
															004	TAX	(\$16.72)	\$0.00	(\$16.72)
															002	TAX	(\$214.22)	\$0.00	(\$214.22)
Refund																	\$624.29		
ALLAVARU, VAMSIKRISHNA REDDY	ALLAVARU, VAMSIKRISHNA REDDY		8000 PENMAN SPRINGS DR		WAXHAM, NC 28173	Proration	0075435343	KMC8164	AUTHORIZED	946652680	Refund Generated due to proration on Bill #0075435343-2024-2024-0000-00	Vehicle Sold	10/31/2025	11/3/2025	001	TAX	(\$8.48)	\$0.00	(\$8.48)
															500	TAX	(\$20.01)	\$0.00	(\$20.01)
															500	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															028	TAX	(\$2.72)	\$0.00	(\$2.72)
															003	TAX	(\$0.91)	\$0.00	(\$0.91)
															005	TAX	(\$0.20)	\$0.00	(\$0.20)
															004	TAX	(\$1.52)	\$0.00	(\$1.52)
002	TAX	(\$19.45)	\$0.00	(\$19.45)															
Refund																	\$53.29		
ARNOLD, STEPHEN WILLIAM	ARNOLD, STEPHEN WILLIAM		8421 FAIRGREEN AVE		WAXHAM, NC 28173	Adjustment < \$100	0066774991	EDW5591	PENDING	941112000	Refund Generated due to adjustment on Bill #0066774991-2024-2024-0000-00	Over Assessment	10/3/2025		001	TAX	(\$7.94)	\$0.00	(\$7.94)
															500	TAX	(\$18.75)	\$0.00	(\$18.75)
															500	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															028	TAX	(\$2.55)	\$0.00	(\$2.55)
															003	TAX	(\$0.85)	\$0.00	(\$0.85)
															005	TAX	(\$0.19)	\$0.00	(\$0.19)
															004	TAX	(\$1.42)	\$0.00	(\$1.42)
002	TAX	(\$18.22)	\$0.00	(\$18.22)															
Refund																	\$49.92		
ARTYUKH, PAVEL	ARTYUKH, PAVEL		512 SIMPSON RD		INDIAN TRAIL, NC 28079	Proration	0086387257	VS2698	AUTHORIZED	824667277	Refund Generated due to proration on Bill #0086387257-2025-2025-0000-00	Other Errors	10/10/2025	10/14/2025	001	TAX	(\$17.35)	\$0.00	(\$17.35)
															930	TAX	(\$3.09)	\$0.00	(\$3.09)
															016	TAX	(\$8.73)	\$0.00	(\$8.73)
															003	TAX	(\$1.64)	\$0.00	(\$1.64)
															005	TAX	(\$0.69)	\$0.00	(\$0.69)
															004	TAX	(\$6.01)	\$0.00	(\$6.01)
															002	TAX	(\$41.35)	\$0.00	(\$41.35)
Refund																	\$78.86		
ASHER, ARI	ASHER, ARI	ASHER, MARJOLEIN	208 WATERBY WAY		MATTHEWS, NC 28104	Proration	0059561284	JCT9274	AUTHORIZED	824247501	Refund Generated due to proration on Bill #0059561284-2024-2024-0000-00	Vehicle Sold	10/8/2025	10/9/2025	001	TAX	(\$4.05)	\$0.00	(\$4.05)
															800	TAX	(\$0.62)	\$0.00	(\$0.62)
															026	TAX	(\$0.99)	\$0.00	(\$0.99)
															003	TAX	(\$0.43)	\$0.00	(\$0.43)
															005	TAX	(\$0.10)	\$0.00	(\$0.10)
															004	TAX	(\$0.72)	\$0.00	(\$0.72)
															002	TAX	(\$9.29)	\$0.00	(\$9.29)
Refund																	\$16.20		
BADRI, PREETI	BADRI, PREETI	SUNDARARAJAN, KRISHNAKUMAR	200 CAMPBELL CT		WAXHAM, NC 28173	Proration	0086219385	JHR8400	AUTHORIZED	825130005	Refund Generated due to proration on Bill #0086219385-2025-2025-0000-00	Vehicle Sold	10/13/2025	10/14/2025	001	TAX	(\$90.47)	\$0.00	(\$90.47)
															800	TAX	(\$28.17)	\$0.00	(\$28.17)
															026	TAX	(\$24.47)	\$0.00	(\$24.47)
															003	TAX	(\$8.53)	\$0.00	(\$8.53)
															005	TAX	(\$3.62)	\$0.00	(\$3.62)
															004	TAX	(\$31.31)	\$0.00	(\$31.31)
															002	TAX	(\$215.54)	\$0.00	(\$215.54)
Refund																	\$402.11		
BALLARON, JACQUELINE ANASTASIA	BALLARON, JACQUELINE ANASTASIA	BALLARON, WILLIAM FRANCIS JR	1008 BROOK VALLEY RUN		MONROE, NC 28110	Proration	0061237951	FFZ5630	AUTHORIZED	826751184	Refund Generated due to proration on Bill #0061237951-2024-2024-0000-00	Vehicle Sold	10/23/2025	10/24/2025	001	TAX	(\$47.74)	\$0.00	(\$47.74)
															600	TAX	(\$54.11)	\$0.00	(\$54.11)
															019	TAX	(\$18.66)	\$0.00	(\$18.66)
															003	TAX	(\$5.11)	\$0.00	(\$5.11)
															005	TAX	(\$1.14)	\$0.00	(\$1.14)
															004	TAX	(\$8.54)	\$0.00	(\$8.54)
															002	TAX	(\$109.46)	\$0.00	(\$109.46)
Refund																	\$244.76		



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BROWN, JOYCE FICKLING	BROWN, JOYCE FICKLING	BROWN, CHARLES ALEXANDER	4039 CAMROSE CROSSING LN		MATTHEWS, NC 28104	Proration	0009175280	YRC8116	AUTHORIZED	828043965	Refund Generated due to proration on Bill #0009175280-2025-0000-00	Vehicle Sold	10/30/2025	10/31/2025	001	TAX	(\$6.77)	\$0.00	(\$6.77)
															600	TAX	(\$10.23)	\$0.00	(\$10.23)
															020	TAX	(\$2.78)	\$0.00	(\$2.78)
															003	TAX	(\$0.64)	\$0.00	(\$0.64)
															005	TAX	(\$0.27)	\$0.00	(\$0.27)
															004	TAX	(\$2.34)	\$0.00	(\$2.34)
															002	TAX	(\$16.12)	\$0.00	(\$16.12)
																	Refund		\$39.15
BRUAS, WANDA WYATT	BRUAS, GEIR	BRUAS, WANDA WYATT	5801 POLK MOUNTAIN DR		MARSHVILLE, NC 28103	Proration	0007138179	HH4175	AUTHORIZED	708824424	Refund Generated due to proration on Bill #0007138179-2024-0000-00	Vehicle Sold	10/24/2025	10/27/2025	001	TAX	(\$6.37)	\$0.00	(\$6.37)
															017	TAX	(\$2.30)	\$0.00	(\$2.30)
															003	TAX	(\$0.68)	\$0.00	(\$0.68)
															005	TAX	(\$0.15)	\$0.00	(\$0.15)
															004	TAX	(\$1.14)	\$0.00	(\$1.14)
															002	TAX	(\$14.61)	\$0.00	(\$14.61)
BRUNT, WILLIAM ARTHUR	BRUNT, WILLIAM ARTHUR		2409 DILWYN CT		MATTHEWS, NC 28104	Proration	0066982943	KAE9395	AUTHORIZED	826960701	Refund Generated due to proration on Bill #0066982943-2024-0000-00	Vehicle Sold	10/24/2025	10/27/2025	001	TAX	(\$9.57)	\$0.00	(\$9.57)
															700	TAX	(\$12.67)	\$0.00	(\$12.67)
															023	TAX	(\$3.00)	\$0.00	(\$3.00)
															003	TAX	(\$1.02)	\$0.00	(\$1.02)
															005	TAX	(\$0.23)	\$0.00	(\$0.23)
															004	TAX	(\$1.71)	\$0.00	(\$1.71)
															002	TAX	(\$21.94)	\$0.00	(\$21.94)
																	Refund		\$50.14
BURKE, MARIA NYBERG	BURKE, MARIA NYBERG		5049 OXFORDSHIRE RD		WAXHAM, NC 28173	Proration	0020312932	PKZ9130	AUTHORIZED	826303779	Refund Generated due to proration on Bill #0020312932-2024-0000-00	Vehicle Totalled	10/21/2025	10/22/2025	001	TAX	(\$12.25)	\$0.00	(\$12.25)
															800	TAX	(\$1.87)	\$0.00	(\$1.87)
															026	TAX	(\$2.99)	\$0.00	(\$2.99)
															003	TAX	(\$1.31)	\$0.00	(\$1.31)
															005	TAX	(\$0.29)	\$0.00	(\$0.29)
															004	TAX	(\$2.19)	\$0.00	(\$2.19)
															002	TAX	(\$28.09)	\$0.00	(\$28.09)
																	Refund		\$48.99
BURNS, CATHERINE YLINEN	BURNS, CATHERINE YLINEN		116 STEEPLCHASE CIR		WAXHAM, NC 28173	Proration	0070747264	REA7642	AUTHORIZED	823203101	Refund Generated due to proration on Bill #0070747264-2024-0000-00	Vehicle Totalled	10/2/2025	10/3/2025	001	TAX	(\$22.78)	\$0.00	(\$22.78)
															800	TAX	(\$3.49)	\$0.00	(\$3.49)
															026	TAX	(\$5.56)	\$0.00	(\$5.56)
															003	TAX	(\$2.44)	\$0.00	(\$2.44)
															005	TAX	(\$0.55)	\$0.00	(\$0.55)
															004	TAX	(\$4.07)	\$0.00	(\$4.07)
															002	TAX	(\$52.23)	\$0.00	(\$52.23)
																	Refund		\$91.12
BURNS, CATHERINE YLINEN	BURNS, CATHERINE YLINEN	BURNS, JAMES CHARLES	116 STEEPLCHASE CIR		WAXHAM, NC 28173	Proration	0053825220	EJX4501	AUTHORIZED	705602670	Refund Generated due to proration on Bill #0053825220-2023-0000-00	Vehicle Sold	10/2/2025	10/3/2025	001	TAX	(\$5.84)	\$0.00	(\$5.84)
															800	TAX	(\$1.61)	\$0.00	(\$1.61)
															003	TAX	(\$0.63)	\$0.00	(\$0.63)
															005	TAX	(\$0.14)	\$0.00	(\$0.14)
															004	TAX	(\$1.04)	\$0.00	(\$1.04)
															002	TAX	(\$13.40)	\$0.00	(\$13.40)
BURT, VINCENT DAVID LEE	BURT, VINCENT DAVID LEE	BURT, NICOLE RAE	2552 BLUE SKY MEADOWS DR		MONROE, NC 28110	Proration	0083423887	JEZ8496	AUTHORIZED	823203010	Refund Generated due to proration on Bill #0083423887-2024-0000-00	Vehicle Sold	10/2/2025	10/3/2025	001	TAX	(\$47.48)	\$0.00	(\$47.48)
															200	TAX	(\$146.19)	\$0.00	(\$146.19)
															200	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															003	TAX	(\$5.09)	\$0.00	(\$5.09)
															005	TAX	(\$1.13)	\$0.00	(\$1.13)
															004	TAX	(\$8.50)	\$0.00	(\$8.50)
															002	TAX	(\$108.86)	\$0.00	(\$108.86)
																	Refund		\$317.25
CAMACHO ORTEGA, FABIOLA	CAMACHO ORTEGA, FABIOLA		2402 HILLCREST DR		MONROE, NC 28110	Proration	0070598083	NW6098	AUTHORIZED	824668670	Refund Generated due to proration on Bill #0070598083-2024-0000-00	Vehicle Sold	10/10/2025	10/14/2025	001	TAX	(\$21.09)	\$0.00	(\$21.09)
															200	TAX	(\$64.93)	\$0.00	(\$64.93)
															200	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															003	TAX	(\$2.26)	\$0.00	(\$2.26)
															005	TAX	(\$0.50)	\$0.00	(\$0.50)
															004	TAX	(\$3.77)	\$0.00	(\$3.77)
															002	TAX	(\$48.35)	\$0.00	(\$48.35)
																	Refund		\$140.90
CAMPBELL, RYAN CHRISTOPHER	CAMPBELL, RYAN CHRISTOPHER		608 CONSTABLE DR		CHESAPEAKE, VA 23322	Proration	0084291094	RJE2394	AUTHORIZED	707283234	Refund Generated due to proration on Bill #0084291094-2024-0000-00	Vehicle Totalled	10/14/2025	10/15/2025	001	TAX	(\$26.66)	\$0.00	(\$26.66)
															015	TAX	(\$9.02)	\$0.00	(\$9.02)
															003	TAX	(\$2.86)	\$0.00	(\$2.86)
															005	TAX	(\$0.63)	\$0.00	(\$0.63)
															004	TAX	(\$4.77)	\$0.00	(\$4.77)
															002	TAX	(\$61.12)	\$0.00	(\$61.12)
CAMPBELL, WHITNEY JEAN	CAMPBELL, WHITNEY JEAN		9320 INDIAN TRAIL FAIRVIEW RD		INDIAN TRAIL, NC 28079	Proration	0074965744	TLP4369	AUTHORIZED	826303786	Refund Generated due to proration on Bill #0074965744-2024-0000-00	Vehicle Totalled	10/21/2025	10/22/2025	001	TAX	(\$11.35)	\$0.00	(\$11.35)
															930	TAX	(\$1.39)	\$0.00	(\$1.47)
															016	TAX	(\$4.21)	\$0.25	(\$4.46)
															003	TAX	(\$1.22)	(\$0.07)	(\$1.29)
															005	TAX	(\$0.27)	(\$0.02)	(\$0.29)
															004	TAX	(\$2.03)	(\$0.12)	(\$2.15)
															002	TAX	(\$26.02)	(\$1.50)	(\$27.52)
																	Refund		\$49.17



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change													
DINSMORE, PETER JOHN	DINSMORE, PETER JOHN		3119 COUNTRY VILLA DR		MONROE, NC 28110	Proration	0062202701	DBE4208	AUTHORIZED	823204564	Refund Generated due to proration on Bill #0062202701-2024-2024-0000-00	Vehicle Sold	10/2/2025	10/3/2025	001	TAX	(\$10.07)	\$0.00	(\$10.07)													
															200	TAX	(\$30.99)	\$0.00	(\$30.99)													
															200	VEHICLE FEE	\$0.00	\$0.00	\$0.00													
															003	TAX	(\$1.00)	\$0.00	(\$1.00)													
															005	TAX	(\$0.24)	\$0.00	(\$0.24)													
															004	TAX	(\$1.00)	\$0.00	(\$1.00)													
															002	TAX	(\$23.07)	\$0.00	(\$23.07)													
																														Refund		\$67.25
DLS TRIM & HARWOOD FLOORSLLC	DLS TRIM & HARWOOD FLOORSLLC		1111 TREGO LN		INDIAN TRAIL, NC 28079	Adjustment < \$100	0082515044	JAH6142	PENDING	1064627415	Refund Generated due to adjustment on Bill #0082515044-2024-2024-0000	Situs error	10/30/2025		001	TAX	\$0.00	\$0.00	\$0.00													
															600	TAX	\$6.38	\$0.00	\$6.38													
															200	TAX	(\$17.34)	\$0.00	(\$17.34)													
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)													
															023	TAX	\$1.77	\$0.00	\$1.77													
															003	TAX	\$0.00	\$0.00	\$0.00													
															005	TAX	\$0.00	\$0.00	\$0.00													
															004	TAX	\$0.00	\$0.00	\$0.00													
															002	TAX	\$0.00	\$0.00	\$0.00													
															Refund		\$39.19															
DOCKERY, KEITH JACK	DOCKERY, KEITH JACK		7805 HAIGLER GIN RD		MONROE, NC 28110	Proration	0048588951	JH9778	AUTHORIZED	707283408	Refund Generated due to proration on Bill #0048588951-2024-2024-0000-00	Vehicle Sold	10/14/2025	10/15/2025	001	TAX	(\$2.63)	\$0.00	(\$2.63)													
															027	TAX	(\$1.06)	\$0.00	(\$1.06)													
															003	TAX	(\$0.28)	\$0.00	(\$0.28)													
															005	TAX	(\$0.06)	\$0.00	(\$0.06)													
															004	TAX	(\$0.47)	\$0.00	(\$0.47)													
															002	TAX	(\$6.04)	\$0.00	(\$6.04)													
																														Refund		\$10.54
															DORI, GOITOM TESFAGEBREIL	DORI, GOITOM TESFAGEBREIL		1013 BUTTERBURR DR		MATTHEWS, NC 28104	Proration	0087625598	LLT1486	AUTHORIZED	824462674	Refund Generated due to proration on Bill #0087625598-2025-2025-0000-00	Other Errors	10/9/2025	10/10/2025	001	TAX	(\$42.54)
200	TAX	(\$166.53)	\$0.00	(\$166.53)																												
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)																												
003	TAX	(\$4.01)	\$0.00	(\$4.01)																												
005	TAX	(\$1.70)	\$0.00	(\$1.70)																												
004	TAX	(\$14.72)	\$0.00	(\$14.72)																												
002	TAX	(\$101.35)	\$0.00	(\$101.35)																												
																														Refund		\$360.85
DRAKE, PAULA KOHS	DRAKE, PAULA KOHS		1105 HANSLER LN		WAXHAM, NC 28173	Proration	0064703429	RCR3555	AUTHORIZED	705834750	Refund Generated due to proration on Bill #0064703429-2024-2024-0000-00	Vehicle Totalled	10/3/2025	10/8/2025	001	TAX	(\$15.15)	\$0.00	(\$15.15)													
															026	TAX	(\$3.69)	\$0.00	(\$3.69)													
															003	TAX	(\$1.62)	\$0.00	(\$1.62)													
															005	TAX	(\$0.36)	\$0.00	(\$0.36)													
															004	TAX	(\$2.71)	\$0.00	(\$2.71)													
															002	TAX	(\$34.73)	\$0.00	(\$34.73)													
																														Refund		\$58.26
															EKWONU, TABUGBO JOHN	EKWONU, TABUGBO JOHN	EKWONU, NIAMAKA NONYELUM	PO BOX 1200		MATTHEWS, NC 28106	Proration	0049183394	PLC9167	AUTHORIZED	822773504	Refund Generated due to proration on Bill #0049183394-2024-2024-0000-00	Vehicle Sold	10/1/2025	10/2/2025	001	TAX	(\$5.18)
600	TAX	(\$5.87)	\$0.00	(\$5.87)																												
020	TAX	(\$1.70)	\$0.00	(\$1.70)																												
003	TAX	(\$0.55)	\$0.00	(\$0.55)																												
005	TAX	(\$0.12)	\$0.00	(\$0.12)																												
004	TAX	(\$0.93)	\$0.00	(\$0.93)																												
002	TAX	(\$11.88)	\$0.00	(\$11.88)																												
																														Refund		\$26.23
FERGUSON, JORDAN RANDAL	FERGUSON, JORDAN RANDAL	FERGUSON, JENNIFER MARIE	216 W SANDY RIDGE RD		MONROE, NC 28112	Proration	0046166823	BM4776	AUTHORIZED	705234054	Refund Generated due to proration on Bill #0046166823-2024-2024-0000-00	Vehicle Sold	10/1/2025	10/2/2025	001	TAX	(\$10.47)	\$0.00	(\$10.47)													
															029	TAX	(\$2.38)	\$0.00	(\$2.38)													
															003	TAX	(\$1.13)	\$0.00	(\$1.13)													
															005	TAX	(\$0.25)	\$0.00	(\$0.25)													
															004	TAX	(\$1.87)	\$0.00	(\$1.87)													
															002	TAX	(\$24.01)	\$0.00	(\$24.01)													
																														Refund		\$40.11
															FIALA, SAMUEL JAMES	FIALA, SAMUEL JAMES		PO BOX 248		WAXHAM, NC 28173	Adjustment < \$100	0082606423	LHP1415	PENDING	946653616	Refund Generated due to adjustment on Bill #0082606423-2024-2024-0000	Situs error	10/31/2025		001	TAX	\$0.00
200	TAX	(\$38.84)	\$0.00	(\$38.84)																												
200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)																												
028	TAX	\$4.04	\$0.00	\$4.04																												
003	TAX	\$0.00	\$0.00	\$0.00																												
005	TAX	\$0.00	\$0.00	\$0.00																												
004	TAX	\$0.00	\$0.00	\$0.00																												
002	TAX	\$0.00	\$0.00	\$0.00																												
															Refund		\$64.80															
FIALA, SAMUEL JAMES	FIALA, SAMUEL JAMES		PO BOX 248		WAXHAM, NC 28173	Adjustment < \$100	0082607059	933579	PENDING	946653624	Refund Generated due to adjustment on Bill #0082607059-2024-2024-0000	Situs error	10/31/2025		001	TAX	\$0.00	\$0.00	\$0.00													
															200	TAX	(\$9.70)	\$0.00	(\$9.70)													
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)													
															028	TAX	\$1.01	\$0.00	\$1.01													
															003	TAX	\$0.00	\$0.00	\$0.00													
															005	TAX	\$0.00	\$0.00	\$0.00													
															004	TAX	\$0.00	\$0.00	\$0.00													
															002	TAX	\$0.00	\$0.00	\$0.00													
															Refund		\$38.60															



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change															
GREENE, ADAM MATTHEW	GREENE, ADAM MATTHEW		1106 LOOKOUT CIR		WAXHAM, NC 28173	Proration	0083083684	LEV4750	AUTHORIZED	706299276	Refund Generated due to proration on Bill #0083083684-2024-0000-00	Vehicle Sold	10/7/2025	10/8/2025	001	TAX	(\$94.70)	\$0.00	(\$94.70)															
															026	TAX	(\$23.10)	\$0.00	(\$23.10)															
															003	TAX	(\$10.15)	\$0.00	(\$10.15)															
															005	TAX	(\$2.26)	\$0.00	(\$2.26)															
															004	TAX	(\$16.95)	\$0.00	(\$16.95)															
															002	TAX	(\$217.15)	\$0.00	(\$217.15)															
																	Refund		\$364.31															
GUZINSKI, MAXWELL IAN	GUZINSKI, MAXWELL IAN		2620 WAXHAM MARVIN RD		WAXHAM, NC 28173	Proration	0072396174	LHY2021	AUTHORIZED	709990356	Refund Generated due to proration on Bill #0072396174-2024-0000-00	Vehicle Sold	10/31/2025	11/3/2025	001	TAX	(\$40.93)	\$0.00	(\$40.93)															
															026	TAX	(\$9.98)	\$0.00	(\$9.98)															
															003	TAX	(\$4.39)	\$0.00	(\$4.39)															
															005	TAX	(\$0.97)	\$0.00	(\$0.97)															
															004	TAX	(\$7.32)	\$0.00	(\$7.32)															
															002	TAX	(\$93.86)	\$0.00	(\$93.86)															
																	Refund		\$157.45															
HAIDAR, JIHAD ABOU	HAIDAR, JIHAD ABOU		3208 GREEN MEADOW WAY		MONROE, NC 28110	Adjustment < \$100	0081973501	PMX5211	PENDING	1058406066	Refund Generated due to adjustment on Bill #0081973501-2024-2024-0000-00	Situs error	10/2/2025		001	TAX	\$0.00	\$0.00	\$0.00															
															990	TAX	\$0.26	\$0.00	\$0.26															
															200	TAX	(\$6.28)	\$0.00	(\$6.28)															
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
															015	TAX	\$0.69	\$0.00	\$0.69															
															003	TAX	\$0.00	\$0.00	\$0.00															
HALE, MERRIDETH MOORE	HALE, MERRIDETH MOORE		2205 WINDING OAKS TRL		WAXHAM, NC 28173	Proration	0087121493	CR87796	AUTHORIZED	826271859	Refund Generated due to proration on Bill #0087121493-2025-2025-0000-00	Vehicle Sold	10/20/2025	10/21/2025	005	TAX	\$0.00	\$0.00	\$0.00															
															004	TAX	(\$3.74)	\$0.00	(\$3.74)															
															002	TAX	(\$25.78)	\$0.00	(\$25.78)															
																																Refund		\$48.04
															001	TAX	(\$10.82)	\$0.00	(\$10.82)															
															990	TAX	(\$1.69)	\$0.00	(\$1.69)															
HAMILTON, JOHN JOSEPH JR	HAMILTON, JOHN JOSEPH JR		1321 MALLORY LN		WAXHAM, NC 28173	Proration	0084459392	RJM2654	AUTHORIZED	709274424	Refund Generated due to proration on Bill #0084459392-2024-0000-00	Vehicle Sold	10/27/2025	10/28/2025	015	TAX	(\$11.40)	\$0.00	(\$11.40)															
															003	TAX	(\$3.62)	\$0.00	(\$3.62)															
															005	TAX	(\$0.80)	\$0.00	(\$0.80)															
															004	TAX	(\$6.03)	\$0.00	(\$6.03)															
															002	TAX	(\$77.29)	\$0.00	(\$77.29)															
																																Refund		\$132.85
HARRIS, CHRISTIE MCGEE	HARRIS, CHRISTIE MCGEE		124 TURKEY HUNT CT		WAXHAM, NC 28173	Proration	0074360051	FMN8760	AUTHORIZED	940312088	Refund Generated due to proration on Bill #0074360051-2023-2023-0000-00	Vehicle Sold	10/1/2025	10/2/2025	001	TAX	(\$9.31)	\$0.00	(\$9.31)															
															101	TAX	(\$3.42)	\$0.00	(\$3.42)															
															101	VEHICLE FEE	\$0.00	\$0.00	\$0.00															
															026	TAX	(\$2.14)	\$0.00	(\$2.14)															
															003	TAX	(\$1.00)	\$0.00	(\$1.00)															
															005	TAX	(\$0.22)	\$0.00	(\$0.22)															
004	TAX	(\$1.66)	\$0.00	(\$1.66)																														
002	TAX	(\$21.35)	\$0.00	(\$21.35)																														
																	Refund		\$30.40															
HARVEY, KEISHA MARIE	HARVEY, KEISHA MARIE		511 S WHITE ST A		MARSHVILLE, NC 28103	Adjustment < \$100	0082337654	R3Y3662	PENDING	1058750217	Refund Generated due to adjustment on Bill #0082337654-2024-2024-0000-00	Situs error	10/3/2025		001	TAX	\$0.00	\$0.00	\$0.00															
															400	TAX	\$13.70	\$0.00	\$13.70															
															200	TAX	(\$12.51)	\$0.00	(\$12.51)															
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)															
															018	TAX	\$1.83	\$0.00	\$1.83															
															003	TAX	\$0.00	\$0.00	\$0.00															
005	TAX	\$0.00	\$0.00	\$0.00																														
004	TAX	\$0.00	\$0.00	\$0.00																														
002	TAX	\$0.00	\$0.00	\$0.00																														
																	Refund		\$26.98															
HELMS, CASEY DALE	HELMS, CASEY DALE		5718 RUSHING BENTON RD		MONROE, NC 28110	Proration	0075564862	TMR3133	AUTHORIZED	822773616	Refund Generated due to proration on Bill #0075564862-2024-2024-0000-00	Vehicle Sold	10/1/2025	10/2/2025	001	TAX	(\$17.10)	\$0.00	(\$17.10)															
															900	TAX	(\$2.10)	\$0.00	(\$2.10)															
															021	TAX	(\$7.09)	\$0.00	(\$7.09)															
															003	TAX	(\$1.83)	\$0.00	(\$1.83)															
															005	TAX	(\$0.41)	\$0.00	(\$0.41)															
															004	TAX	(\$3.06)	\$0.00	(\$3.06)															
002	TAX	(\$39.22)	\$0.00	(\$39.22)																														
																	Refund		\$70.81															
HENDERSON, SEAN GARRIEN	HENDERSON, SEAN GARRIEN		6119 RA AUSTIN RD		MARSHVILLE, NC 28103	Proration	0081785790	KKR7990	AUTHORIZED	706498350	Refund Generated due to proration on Bill #0081785790-2024-0000-00	Vehicle Sold	10/8/2025	10/9/2025	001	TAX	(\$6.66)	\$0.00	(\$6.66)															
															017	TAX	(\$2.40)	\$0.00	(\$2.40)															
															003	TAX	(\$0.71)	\$0.00	(\$0.71)															
															005	TAX	(\$0.16)	\$0.00	(\$0.16)															
															004	TAX	(\$1.19)	\$0.00	(\$1.19)															
															002	TAX	(\$15.26)	\$0.00	(\$15.26)															
																	Refund		\$26.38															



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
MATRAB, ABDELTIF	MATRAB, ABDELTIF		413 DEER BRUSH LN		WAXHAW, NC 28173	Proration	0080890035	RJS5065	AUTHORIZED	707809092	Refund Generated due to proration on Bill #0080890035-2025-2025-0000-00	Vehicle Totalled	10/17/2025	10/20/2025	001	TAX	(\$9.31)	\$0.00	(\$9.31)
															026	TAX	(\$2.52)	\$0.00	(\$2.52)
															003	TAX	(\$0.88)	\$0.00	(\$0.88)
															005	TAX	(\$0.37)	\$0.00	(\$0.37)
															004	TAX	(\$3.22)	\$0.00	(\$3.22)
															002	TAX	(\$22.17)	\$0.00	(\$22.17)
															Refund				
MATRAB, ABDELTIF	MATRAB, ABDELTIF		413 DEER BRUSH LN		WAXHAW, NC 28173	Proration	0080890035	RJS5065	AUTHORIZED	707809098	Refund Generated due to proration on Bill #0080890035-2024-2024-0000-00	Vehicle Totalled	10/17/2025	10/20/2025	001	TAX	(\$1.21)	\$0.00	(\$1.21)
															026	TAX	(\$0.30)	\$0.00	(\$0.30)
															003	TAX	(\$0.13)	\$0.00	(\$0.13)
															005	TAX	(\$0.03)	\$0.00	(\$0.03)
															004	TAX	(\$0.22)	\$0.00	(\$0.22)
															002	TAX	(\$2.78)	\$0.00	(\$2.78)
															Refund				
MATTHEWS, REID WINFORD	MATTHEWS, REID WINFORD		16213 ANNAHILL CT		CHARLOTTE, NC 28277	Proration	0084372076	JKT8925	AUTHORIZED	946335408	Refund Generated due to proration on Bill #0084372076-2024-2024-0000-00	Vehicle Sold	10/30/2025	10/31/2025	001	TAX	(\$23.77)	\$0.00	(\$23.77)
															500	TAX	(\$56.08)	\$0.00	(\$56.08)
															500	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															028	TAX	(\$7.62)	\$0.00	(\$7.62)
															003	TAX	(\$2.55)	\$0.00	(\$2.55)
															005	TAX	(\$0.57)	\$0.00	(\$0.57)
															004	TAX	(\$4.25)	\$0.00	(\$4.25)
002	TAX	(\$54.51)	\$0.00	(\$54.51)															
Refund																	\$149.35		
MAVARES BERMUDEZ, ANGEL ENRIQUE	MAVARES BERMUDEZ, ANGEL ENRIQUE		1019 GOLDEN BELL DR		MARVIN, NC 28173	Proration	0058960955	RAE5883	AUTHORIZED	941732784	Refund Generated due to proration on Bill #0058960955-2024-2024-0000-00	Vehicle Sold	10/7/2025	10/8/2025	001	TAX	(\$23.11)	\$0.00	(\$23.11)
															101	TAX	(\$11.32)	\$0.00	(\$11.32)
															101	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															026	TAX	(\$5.63)	\$0.00	(\$5.63)
															003	TAX	(\$2.47)	\$0.00	(\$2.47)
															005	TAX	(\$0.55)	\$0.00	(\$0.55)
															004	TAX	(\$4.13)	\$0.00	(\$4.13)
002	TAX	(\$52.98)	\$0.00	(\$52.98)															
Refund																	\$100.19		
MCCANN, TIMOTHY CHARLES	MCCANN, TIMOTHY CHARLES		1210 FLOWE DR		MATTHEWS, NC 28104	Proration	0077888689	HJE8558	AUTHORIZED	823203080	Refund Generated due to proration on Bill #0077888689-2024-2024-0000-00	Vehicle Sold	10/2/2025	10/3/2025	001	TAX	(\$42.24)	\$0.00	(\$42.24)
															700	TAX	(\$55.91)	\$0.00	(\$55.91)
															020	TAX	(\$13.85)	\$0.00	(\$13.85)
															003	TAX	(\$4.53)	\$0.00	(\$4.53)
															005	TAX	(\$1.01)	\$0.00	(\$1.01)
															004	TAX	(\$7.56)	\$0.00	(\$7.56)
															002	TAX	(\$96.86)	\$0.00	(\$96.86)
Refund																	\$221.96		
MEABON, BRADLEY ARTHUR	MEABON, BRADLEY ARTHUR		911 HOUSTON DR		MONROE, NC 28110	Proration	0076139939	KMA5674	AUTHORIZED	823473210	Refund Generated due to proration on Bill #0076139939-2024-2024-0000-00	Vehicle Sold	10/3/2025	10/8/2025	001	TAX	(\$54.77)	\$0.00	(\$54.77)
															970	TAX	(\$5.54)	\$0.00	(\$5.54)
															026	TAX	(\$13.36)	\$0.00	(\$13.36)
															003	TAX	(\$5.87)	\$0.00	(\$5.87)
															005	TAX	(\$1.31)	\$0.00	(\$1.31)
															004	TAX	(\$9.80)	\$0.00	(\$9.80)
															002	TAX	(\$125.59)	\$0.00	(\$125.59)
Refund																	\$216.24		
MEDICO, TAMMY LYNN	MEDICO, TAMMY LYNN	MEDICO, THOMAS JOSEPH	5005 PETERSBURG DR		WAXHAW, NC 28173	Proration	0053374147	TCP1971	AUTHORIZED	944614392	Refund Generated due to proration on Bill #0053374147-2024-2024-0000-00	Vehicle Sold	10/22/2025	10/23/2025	001	TAX	(\$12.37)	\$0.00	(\$12.37)
															500	TAX	(\$29.17)	\$0.00	(\$29.17)
															500	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															028	TAX	(\$3.96)	\$0.00	(\$3.96)
															003	TAX	(\$1.32)	\$0.00	(\$1.32)
															005	TAX	(\$0.30)	\$0.00	(\$0.30)
															004	TAX	(\$2.21)	\$0.00	(\$2.21)
002	TAX	(\$28.36)	\$0.00	(\$28.36)															
Refund																	\$77.69		
MESSICK, BERNARD EUGENE	MESSICK, BERNARD EUGENE		5078 COURTFIELD DR		INDIAN TRAIL, NC 28079	Proration	0047098403	LKV8169	AUTHORIZED	827487052	Refund Generated due to proration on Bill #0047098403-2024-2024-0000-00	Vehicle Sold	10/27/2025	10/28/2025	001	TAX	(\$5.07)	\$0.00	(\$5.07)
															600	TAX	(\$5.74)	\$0.00	(\$5.74)
															020	TAX	(\$1.66)	\$0.00	(\$1.66)
															003	TAX	(\$0.54)	\$0.00	(\$0.54)
															005	TAX	(\$0.12)	\$0.00	(\$0.12)
															004	TAX	(\$0.91)	\$0.00	(\$0.91)
															002	TAX	(\$11.62)	\$0.00	(\$11.62)
Refund																	\$25.66		
MILLER, DAYNA HAYES	MILLER, DAYNA HAYES		2003 SPRING ROSE LN		WESLEY CHAPEL, NC 28104	Adjustment < \$100	0083543570	AKA5294	PENDING	1058750622	Refund Generated due to adjustment on Bill #0083543570-2024-2024-0000-00	Situs error	10/3/2025		001	TAX	\$0.00	\$0.01	\$0.01
															200	TAX	(\$18.34)	(\$1.05)	(\$19.39)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															970	TAX	\$0.60	\$0.03	\$0.63
															026	TAX	\$1.45	\$0.08	\$1.53
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	(\$0.01)	(\$0.01)															
Refund																	\$47.23		



North Carolina Vehicle Tax System

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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
NEAL, GREGORY LAMONT	NEAL, GREGORY LAMONT		1718 MCINTYRE RD		WINGATE, NC 28174	Proration	0066645991	KAM1945	AUTHORIZED	706682298	Refund Generated due to proration on Bill #0066645991-2024-2024-0000-00	Vehicle Sold	10/9/2025	10/10/2025	001	TAX	(\$1.73)	\$0.00	(\$1.73)
															022	TAX	(\$0.91)	\$0.00	(\$0.91)
															003	TAX	(\$0.19)	\$0.00	(\$0.19)
															005	TAX	(\$0.04)	\$0.00	(\$0.04)
															004	TAX	(\$0.31)	\$0.00	(\$0.31)
															002	TAX	(\$3.97)	\$0.00	(\$3.97)
																	Refund		\$7.15
NIGATU, YONATHAN MUHIBESILASS	NIGATU, YONATHAN MUHIBESILASS		1740 PINE KNOLL CT		ASHEBORO, NC 27203	Adjustment < \$100	0082197846	TEF5522	PENDING	1058750442	Refund Generated due to adjustment on Bill #0082197846-2024-2024-0000	Situa error	10/3/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$25.48)	\$0.00	(\$25.48)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															970	TAX	\$0.84	\$0.00	\$0.84
															026	TAX	\$2.02	\$0.00	\$2.02
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
NUNEZ, DIMITRI	NUNEZ, DIMITRI	NUNEZ, SHERRY ANN-DUPUIS	2301 VALLEY FARM RD		WAXHAM, NC 28173	Proration	0016620829	SMD6520	AUTHORIZED	827485449	Refund Generated due to proration on Bill #0016620829-2024-2024-0000-00	Vehicle Sold	10/27/2025	10/28/2025	001	TAX	(\$1.91)	\$0.00	(\$1.91)
															990	TAX	(\$0.24)	\$0.00	(\$0.24)
															015	TAX	(\$0.64)	\$0.00	(\$0.64)
															003	TAX	(\$0.20)	\$0.00	(\$0.20)
															005	TAX	(\$0.04)	\$0.00	(\$0.04)
															004	TAX	(\$0.34)	\$0.00	(\$0.34)
																	Refund		\$7.75
NUNEZ, SHERRY ANN DUPUIS	NUNEZ, SHERRY ANN DUPUIS		2301 VALLEY FARM RD		WAXHAM, NC 28173	Proration	0027913675	AJH4387	AUTHORIZED	827485442	Refund Generated due to proration on Bill #0027913675-2024-2024-0000-00	Vehicle Sold	10/27/2025	10/28/2025	001	TAX	(\$1.00)	\$0.00	(\$1.00)
															990	TAX	(\$0.13)	\$0.00	(\$0.13)
															015	TAX	(\$0.34)	\$0.00	(\$0.34)
															003	TAX	(\$0.11)	\$0.00	(\$0.11)
															005	TAX	(\$0.02)	\$0.00	(\$0.02)
															004	TAX	(\$0.18)	\$0.00	(\$0.18)
																	Refund		\$4.07
PARK, KRISTIN HORNE	PARK, KRISTIN HORNE		325 CHAPMAN ST		CHESTERFIELD, SC 29709	Proration	0077772355	FAP4036	AUTHORIZED	708262146	Refund Generated due to proration on Bill #0077772355-2024-2024-0000-00	Reg . Out of state	10/21/2025	10/22/2025	001	TAX	(\$12.13)	\$0.00	(\$12.13)
															017	TAX	(\$4.37)	\$0.00	(\$4.37)
															003	TAX	(\$1.30)	\$0.00	(\$1.30)
															005	TAX	(\$0.29)	\$0.00	(\$0.29)
															004	TAX	(\$2.17)	\$0.00	(\$2.17)
															002	TAX	(\$27.82)	\$0.00	(\$27.82)
																	Refund		\$48.08
PATEL, KENAR ANILKUMAR	PATEL, KENAR ANILKUMAR		133 HIGHCLERE DR		WAXHAM, NC 28173	Proration	0086805792	LKV9427	AUTHORIZED	824016221	Refund Generated due to proration on Bill #0086805792-2025-2025-0000-00	Vehicle Sold	10/7/2025	10/8/2025	001	TAX	(\$3.37)	\$0.00	(\$3.37)
															800	TAX	(\$1.05)	\$0.00	(\$1.05)
															026	TAX	(\$0.91)	\$0.00	(\$0.91)
															003	TAX	(\$0.32)	\$0.00	(\$0.32)
															005	TAX	(\$0.13)	\$0.00	(\$0.13)
															004	TAX	(\$1.17)	\$0.00	(\$1.17)
																	Refund		\$14.96
PATEL, MILAN RAKESH	PATEL, MILAN RAKESH		1331 ASHE MEADOW DR		INDIAN TRAIL, NC 28079	Adjustment < \$100	0087768518	LKW3441	PENDING	708824046	Refund Generated due to adjustment on Bill #0087768518-2025-2025-0000-00	Over Assessment	10/24/2025		001	TAX	(\$2.10)	\$0.00	(\$2.10)
															016	TAX	(\$1.06)	\$0.00	(\$1.06)
															003	TAX	(\$0.20)	\$0.00	(\$0.20)
															005	TAX	(\$0.08)	\$0.00	(\$0.08)
															004	TAX	(\$0.73)	\$0.00	(\$0.73)
															002	TAX	(\$4.98)	\$0.00	(\$4.98)
																	Refund		\$9.15
PICKETT, BRIAN JOSEPH	PICKETT, BRIAN JOSEPH	PICKETT, JENNIFER LYNN	1219 CLARENCE SECREST RD		MONROE, NC 28110	Adjustment < \$100	0081724913	RHB3682	PENDING	940312496	Refund Generated due to adjustment on Bill #0081724913-2024-2024-0000	Situa error	10/1/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$12.61)	\$0.00	(\$12.61)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															015	TAX	\$1.39	\$0.00	\$1.39
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
																	Refund		\$41.22
PIECUCH, MICHAEL JOHN	PIECUCH, MICHAEL JOHN		16836 HERON LN		MACOMB, MI 48044	Proration	0075369823	KEH9159	AUTHORIZED	828321844	Refund Generated due to proration on Bill #0075369823-2024-2024-0000-00	Vehicle Sold	10/31/2025	11/3/2025	001	TAX	(\$14.21)	\$0.00	(\$14.21)
															700	TAX	(\$10.81)	\$0.00	(\$10.81)
															023	TAX	(\$4.46)	\$0.00	(\$4.46)
															003	TAX	(\$1.52)	\$0.00	(\$1.52)
															005	TAX	(\$0.34)	\$0.00	(\$0.34)
															004	TAX	(\$2.54)	\$0.00	(\$2.54)
																	Refund		\$74.47



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
WHITE, FREDERICK IRWIN	WHITE, FREDERICK IRWIN	WHITE, CAROL JO	135 CHESTNUT LN APT 213		STALLINGS, NC 28104	Adjustment < \$100	0087770259	RKY9446	PENDING	1063234971	Refund Generated due to adjustment on Bill #0087770259-2025-2025-0000	Situs error	10/24/2025		001	TAX	\$0.00	\$0.00	\$0.00
															600	TAX	\$12.00	\$0.00	\$12.00
															200	TAX	(\$31.06)	\$0.00	(\$31.06)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															020	TAX	\$3.26	\$0.00	\$3.26
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
			Refund		\$45.80														
WHITED, MICHAEL CALEB	WHITED, MICHAEL CALEB		7521 DAVIS RD		WAXHAM, NC 28173	Proration	0075464567	ZXE7808	AUTHORIZED	705835398	Refund Generated due to proration on Bill #0075464567-2024-2024-0000-00	Vehicle Totalled	10/3/2025	10/8/2025	001	TAX	(\$15.80)	\$0.00	(\$15.80)
															025	TAX	(\$4.86)	\$0.00	(\$4.86)
															003	TAX	(\$1.69)	\$0.00	(\$1.69)
															005	TAX	(\$0.37)	\$0.00	(\$0.37)
															004	TAX	(\$2.82)	\$0.00	(\$2.82)
															002	TAX	(\$36.23)	\$0.00	(\$36.23)
			Refund		\$61.77														
WIEGMAN, SHELBY CLAIRE	WIEGMAN, SHELBY CLAIRE		6609 WYCLIFFE AVE	BC6	WAXHAM, NC 28173	Adjustment < \$100	0081761799	LEK5883	PENDING	940805472	Refund Generated due to adjustment on Bill #0081761799-2024-2024-0000	Situs error	10/2/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$58.69)	\$0.00	(\$58.69)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															028	TAX	\$6.11	\$0.00	\$6.11
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
															004	TAX	\$0.00	\$0.00	\$0.00
															002	TAX	\$0.00	\$0.00	\$0.00
			Refund		\$82.58														
WILKES, STEPHEN RAY	WILKES, STEPHEN RAY	WILKES, DEBORAH LEAGAN	1002 LINSTAED DR		INDIAN TRAIL, NC 28079	Proration	0076275148	KHA8814	AUTHORIZED	827486807	Refund Generated due to proration on Bill #0076275148-2024-2024-0000-00	Vehicle Sold	10/27/2025	10/28/2025	001	TAX	(\$21.21)	\$0.00	(\$21.21)
															600	TAX	(\$24.04)	\$0.00	(\$24.04)
															020	TAX	(\$6.95)	\$0.00	(\$6.95)
															003	TAX	(\$2.27)	\$0.00	(\$2.27)
															005	TAX	(\$0.51)	\$0.00	(\$0.51)
															004	TAX	(\$3.80)	\$0.00	(\$3.80)
															002	TAX	(\$48.63)	\$0.00	(\$48.63)
																		Refund	
WILSON, TIFFANY BENITA	WILSON, TIFFANY BENITA		8310 LANCASTER HWY		WAXHAM, NC 28173	Proration	0078849772	VDK6993	AUTHORIZED	708232332	Refund Generated due to proration on Bill #0078849772-2024-2024-0000-00	Vehicle Sold	10/20/2025	10/21/2025	001	TAX	(\$10.65)	\$0.00	(\$10.65)
															025	TAX	(\$3.27)	\$0.00	(\$3.27)
															003	TAX	(\$1.14)	\$0.00	(\$1.14)
															005	TAX	(\$0.25)	\$0.00	(\$0.25)
															004	TAX	(\$1.91)	\$0.00	(\$1.91)
															002	TAX	(\$24.42)	\$0.00	(\$24.42)
			Refund		\$41.64														
WISE, AVERY HARRISON	WISE, AVERY HARRISON		8406 VIKING DR		WAXHAM, NC 28173	Adjustment < \$100	0087759826	47909	PENDING	945097144	Refund Generated due to adjustment on Bill #0087759826-2025-2025-0000-00	Exempt Property	10/24/2025		001	TAX	(\$5.06)	(\$0.48)	(\$5.54)
															101	TAX	(\$2.54)	(\$0.24)	(\$2.78)
															101	VEHICLE FEE	\$0.00	\$0.00	\$0.00
															026	TAX	(\$1.37)	(\$0.13)	(\$1.50)
															003	TAX	(\$0.48)	(\$0.05)	(\$0.53)
															005	TAX	(\$0.21)	(\$0.02)	(\$0.23)
															004	TAX	(\$1.76)	(\$0.17)	(\$1.93)
															002	TAX	(\$12.05)	(\$1.14)	(\$13.19)
			Refund		\$25.70														
WOLF, JOHN RICHTER	WOLF, JOHN RICHTER		200 MONTROSE DR		WAXHAM, NC 28173	Proration	0065730796	GENAU	AUTHORIZED	706300518	Refund Generated due to proration on Bill #0065730796-2024-2024-0000-00	Vehicle Sold	10/7/2025	10/8/2025	001	TAX	(\$18.67)	\$0.00	(\$18.67)
															026	TAX	(\$4.55)	\$0.00	(\$4.55)
															003	TAX	(\$2.00)	\$0.00	(\$2.00)
															005	TAX	(\$0.45)	\$0.00	(\$0.45)
															004	TAX	(\$3.34)	\$0.00	(\$3.34)
															002	TAX	(\$42.82)	\$0.00	(\$42.82)
			Refund		\$71.83														
WRIGHT, ROGER	WRIGHT, ROGER		3200 STEVENS MILL RD # B		MATTHEWS, NC 28104	Proration	0082995006	TKD9367	AUTHORIZED	825559973	Refund Generated due to adjustment on Bill #0082995006-2024-2024-0000-00	Vehicle Totalled	10/16/2025	10/17/2025	001	TAX	(\$5.98)	\$0.00	(\$5.98)
															700	TAX	(\$7.91)	\$0.00	(\$7.91)
															020	TAX	(\$1.96)	\$0.00	(\$1.96)
															003	TAX	(\$0.64)	\$0.00	(\$0.64)
															005	TAX	(\$0.14)	\$0.00	(\$0.14)
															004	TAX	(\$1.07)	\$0.00	(\$1.07)
															002	TAX	(\$13.71)	\$0.00	(\$13.71)
			Refund		\$31.41														
YARD, GUILLERMO EVANS	YARD, GUILLERMO EVANS		4633 OLD PAGELAND MONROE RD		MONROE, NC 28112	Adjustment < \$100	0087639837	VHE7172	PENDING	942244336	Refund Generated due to adjustment on Bill #0087639837-2025-2025-0000	Situs error	10/9/2025		001	TAX	\$0.00	\$0.00	\$0.00
															200	TAX	(\$13.82)	\$0.00	(\$13.82)
															200	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															024	TAX	\$2.03	\$0.00	\$2.03
															003	TAX	\$0.00	\$0.00	\$0.00
															005	TAX	\$0.00	\$0.00	\$0.00
004	TAX	\$0.00	\$0.00	\$0.00															
002	TAX	\$0.00	\$0.00	\$0.00															
			Refund		\$41.79														



North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change															
YEFIMOV, ELENA	YEFIMOV, ELENA		1004 JOSEY LN		INDIAN TRAIL, NC 28079	Proration	0075778995	RCM2324	AUTHORIZED	823203178	Refund Generated due to proration on Bill #0075778995-2023-2023-0000-00	Other Errors	10/2/2025	10/3/2025	001	TAX	(\$20.54)	\$0.00	(\$20.54)															
															600	TAX	(\$23.29)	\$0.00	(\$23.29)															
															023	TAX	(\$5.55)	\$0.00	(\$5.55)															
															003	TAX	(\$2.20)	\$0.00	(\$2.20)															
															005	TAX	(\$0.49)	\$0.00	(\$0.49)															
															004	TAX	(\$3.67)	\$0.00	(\$3.67)															
															002	TAX	(\$47.10)	\$0.00	(\$47.10)															
																																	Refund	
																			\$102.84															
ZAMIN, ZACHARY JOSEPH CONSTANTIN	ZAMIN, ZACHARY JOSEPH CONSTANTIN		3750 DOVE TREE LN		ROCK HILL, SC 29732	Proration	0070367119	TKV5580	AUTHORIZED	708644958	Refund Generated due to proration on Bill #0070367119-2024-2024-0000-00	Reg . Out of state	10/23/2025	10/24/2025	001	TAX	(\$31.17)	\$0.00	(\$31.17)															
															028	TAX	(\$9.99)	\$0.00	(\$9.99)															
															003	TAX	(\$3.34)	\$0.00	(\$3.34)															
															005	TAX	(\$0.75)	\$0.00	(\$0.75)															
															004	TAX	(\$5.58)	\$0.00	(\$5.58)															
															002	TAX	(\$71.47)	\$0.00	(\$71.47)															
																																	Refund	
																																		\$122.30
ZHANG, YU	ZHANG, YU	XIAN, HUI	2001 WHITE MAGNOLIA LN		WEDDINGTON, NC 28104	Proration	0082396709	KAT7226	AUTHORIZED	826303968	Refund Generated due to proration on Bill #0082396709-2024-2024-0000-00	Vehicle Sold	10/21/2025	10/22/2025	001	TAX	(\$67.24)	\$0.00	(\$67.24)															
															000	TAX	(\$10.30)	\$0.00	(\$10.30)															
															026	TAX	(\$16.40)	\$0.00	(\$16.40)															
															003	TAX	(\$7.21)	\$0.00	(\$7.21)															
															005	TAX	(\$1.61)	\$0.00	(\$1.61)															
															004	TAX	(\$12.03)	\$0.00	(\$12.03)															
															002	TAX	(\$154.17)	\$0.00	(\$154.17)															
																																	Refund	
																			\$268.96															
ZWIERZYNSKI, JOHN PETER	ZWIERZYNSKI, JOHN PETER		1004 LAVENHAM PL		INDIAN TRAIL, NC 28079	Proration	0065472982	JMK4295	AUTHORIZED	828043790	Refund Generated due to proration on Bill #0065472982-2024-2024-0000-00	Vehicle Sold	10/30/2025	10/31/2025	001	TAX	(\$0.77)	(\$0.06)	(\$0.83)															
															600	TAX	(\$0.87)	(\$0.07)	(\$0.94)															
															020	TAX	(\$0.25)	(\$0.02)	(\$0.27)															
															003	TAX	(\$0.08)	(\$0.01)	(\$0.09)															
															005	TAX	(\$0.02)	\$0.00	(\$0.02)															
															004	TAX	(\$0.14)	(\$0.01)	(\$0.15)															
															002	TAX	(\$1.76)	(\$0.14)	(\$1.90)															
																																	Refund	
																			\$4.20															
																		Refund Total		\$18443.00														



Union County, NC

Staff Report

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

File #: 25-724

Agenda Date: 12/8/2025

TITLE:

FY2026 Budget Transfers Reporting - 1st Quarter

INFORMATION CONTACT:

Blake Hart, Assistant Director, Budget & Grants Management, 704-283-3674

ACTION REQUESTED:

None - Information Only.

PRIOR BOARD ACTIONS:

None.

BACKGROUND:

Per section XV, XVI, XVII, XVIII, XIX, and XX of the FY 2026 Adopted Operating and Capital Budget Ordinance, management reports the following County Manager Budget Amendments (CMBA) made by the County Manager for the first quarter of fiscal year 2026.

CMBA 1: To transfer funds from the FY 2026 Class & Compensation Phase 3, to implement phase 3 of the Class & Compensation Plan in the General, Water and Sewer and Solid Waste funds.

CMBA 2: Transfer funds from the UCSO Central Vehicle Allocation to the Sheriff's Office for the purchase of vehicles and associated upfit equipment.

CMBA 3: To appropriate 2025 Charlotte Regional Transportation Planning Organization (CRTPO) funds and municipal contributions for Critical Intersection Design Projects.

CMBA 4: Transfer Centralized Revenues & Expenditures Vehicle Capital Outlay funds to the departments receiving the approved vehicle replacements: HS - Social Services, the Fire Marshal's Office, and Fleet Services.

CMBA 5: To appropriate revenues and expenses received through a Duke Energy Foundation grant for storm preparedness and natural disaster readiness.

CMBA 6: To roll ARPA enabled funds for the Well Rehabilitation program. Project will provide needed repairs to a resident.

CMBA 7: To appropriate revenue and fund balance/retained earnings for outstanding contracts, purchase orders and available project/program balances for expenditures, projects and programs of

fiscal year 2026.

FINANCIAL IMPACT:

None.



Union County, NC

Staff Report

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

File #: 25-749

Agenda Date: 12/8/2025

TITLE:

Consider Conveyance of County Owned Property in Union County Industrial Park (Project Canopy)

INFORMATION CONTACT:

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

ACTION REQUESTED:

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

PRIOR BOARD ACTIONS:

- 1) October 20, 2025, Regular Meeting, Agenda Item #25-624 - Public Hearing Conducted for consideration of Step 4 Economic Development Incentive Grant to McGee Corporation
- 2) October 20, 2025, Agenda Item #25-626 - Step 4 Economic Development Incentive Grant was awarded to McGee Corporation in an amount-not-to-exceed \$696,000 paid over a 5-year period beginning in FY 2028
- 3) December 8, 2025, Regular Meeting, Agenda Item #25-748 - Public Hearing Conducted on conveyance of real property.

BACKGROUND:

The Union County Economic Development Department started conversations with McGee Corporation under codename Project Canopy in late 2024 about the potential relocation of their manufacturing operation from Stallings, North Carolina, to a 60.97-acre parcel located off Goldmine Road. The company has submitted an offer of \$4,267,900, being \$70,000 per acre. The land sought by the company was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, for an industrial or commercial project, pursuant to G.S. 158-7.1(the specific parcel considered for sale is Union County Tax Parcel #09372003D). McGee Corporation's purchase of this land is in concert with the County's economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County. The purchase consideration is \$4,267,900.00 in cash, subject to all easements, right of ways, and other restrictions of record. The Board of Commissioners has determined that the property subject to conveyance has a fair market value of \$4,267,900.00.

The land will be used for an industrial project with an approximate investment of \$40,000,000 and the

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

FINANCIAL IMPACT:

Union County would receive \$4,267,900.00 in cash in exchange for the land. The project would also bring a prospective \$40,000,000 in new capital investment and at least 35 new jobs earning a probable wage of \$30.28 per hour into Union County.

**RESOLUTION FOR THE CONVEYANCE OF COUNTY PROPERTY TO
MCGEE CORPORATION FOR ECONOMIC DEVELOPMENT PURSUANT TO
N.C.G.S. § 158-7.1**

WHEREAS, Union County owns approximately 89 acres of property off of Goldmine Road, near the intersection of Goldmine Road and Price Short Cut Road, in Union County, as such property may be more particularly referenced as Union County Tax Parcel #09372003D (the “Original Property”); and

WHEREAS, the Original Property was previously acquired by Union County for an industrial park or to be held for resale for industrial or commercial use, pursuant to N.C.G.S. § 158-7.1; and

WHEREAS, N.C.G.S. § 158-7.1 authorizes a county to convey real property by private negotiation and sale property acquired for an industrial park or held for resale for industrial or commercial use; and

WHEREAS, the McGee Corporation, their subsidiary or affiliated entity, (collectively “McGee”) desires to purchase 60.97 acres of the Original Property, as such parcel is shown as Lot 2 on the attached Exhibit A (the “Property”), for industrial or commercial use, including the construction of an approximate 366,000 square foot manufacturing facility, and the purchase and installation of new production equipment; and

WHEREAS, McGee’s purchase of this land is in concert with the County’s economic development objectives, which are the stimulation of the local economy, growth of the tax base, promotion of business, and creation of job opportunities within Union County; and

WHEREAS, a public hearing was held on December 8, 2025, to consider whether to approve the conveyance of the Property to McGee; and

WHEREAS, the Board of Commissioners deems it wise to convey the Property to McGee by private negotiation and sale, for the consideration noted herein, pursuant to authority set forth in N.C.G.S. § 158-7.1, along with all other applicable law.

NOW, THEREFORE, the Union County Board of Commissioners resolves as follows:

1. The Board of Commissioners hereby authorizes the sale of the Property by private negotiation and sale to the McGee Corporation, their subsidiary or affiliated entity, for the sum of Four Million Two Hundred Sixty-Seven Thousand Nine Hundred and 00/100 Dollars (\$4,267,900.00).

2. The Property will be used for an industrial project and will stimulate the local economy, promote business, and result in a prospective \$40,000,000 in new capital investment, and the creation of thirty-five (35) new jobs with a probable hourly wage of \$30.28 per hour for employees at the Property.
3. The fair market value of the interest to be conveyed is Four Million Two Hundred Sixty-Seven Thousand Nine Hundred and 00/100 Dollars (\$4,267,900.00), subject to all easements, right of ways, and other restrictions of record.
4. The County Manager, or his designee, is authorized to execute any and all documents necessary to convey the Property to McGee, including execution of any amendments to, and ratifications of, previous agreements and documents related to this transaction.

Adopted this the 8th day of December, 2025.

ATTEST:

Lynn G. West, Clerk to the Board

Chair
Union County Board of Commissioners

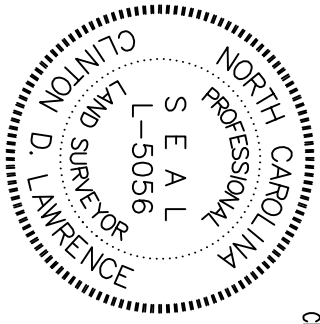
Flood Certification
I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 3710541600.L, dated 10/16/2008, and hereby certify that this property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.

Certificate of Survey and Accuracy
State of North Carolina, Union County
I, Clinton D. Lawrence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed recorded in Book 148, Page 31000), that the boundaries not surveyed are clearly indicated as dashed lines drawn from adjoining owners deeds as shown; that the ratio of precision as calculated is 1:10,000 or better; that this plat was prepared in accordance with G.S. 47-30 as amended.

That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

Witness my original signature, registration number and seal this the _____ day of _____ A.D., 20____.

Clinton D. Lawrence, NCPLS L-5056



STATE OF NORTH CAROLINA, COUNTY OF UNION
I, _____ Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____

Certificate of Approval – Exempt

This survey is not subject to the Subdivision Regulations of The City of Monroe. No approval is required.

Subdivision Administrator _____ Date _____

Certification of Ownership and Dedication

I hereby certify that Union County is the owner of the property shown and described herein, that the property is within the subdivision jurisdiction of the City of Monroe and that Union County hereby adopts this plan of subdivision with its free consent and hereby establishes all lots and dedicate to the public all streets, alleys, easements, walks, parks and other open spaces as shown hereon unless otherwise noted as private.

Union County By _____

Print name above _____ County Manager _____

Attest: _____ Lynn G. West (Corporate Seal)
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____ a Notary Public for said County and State do hereby certify that _____ is _____ personally appeared before me this day _____ and that, he (or she), as _____ of _____ being authorized to do so, executed the foregoing on behalf of _____.

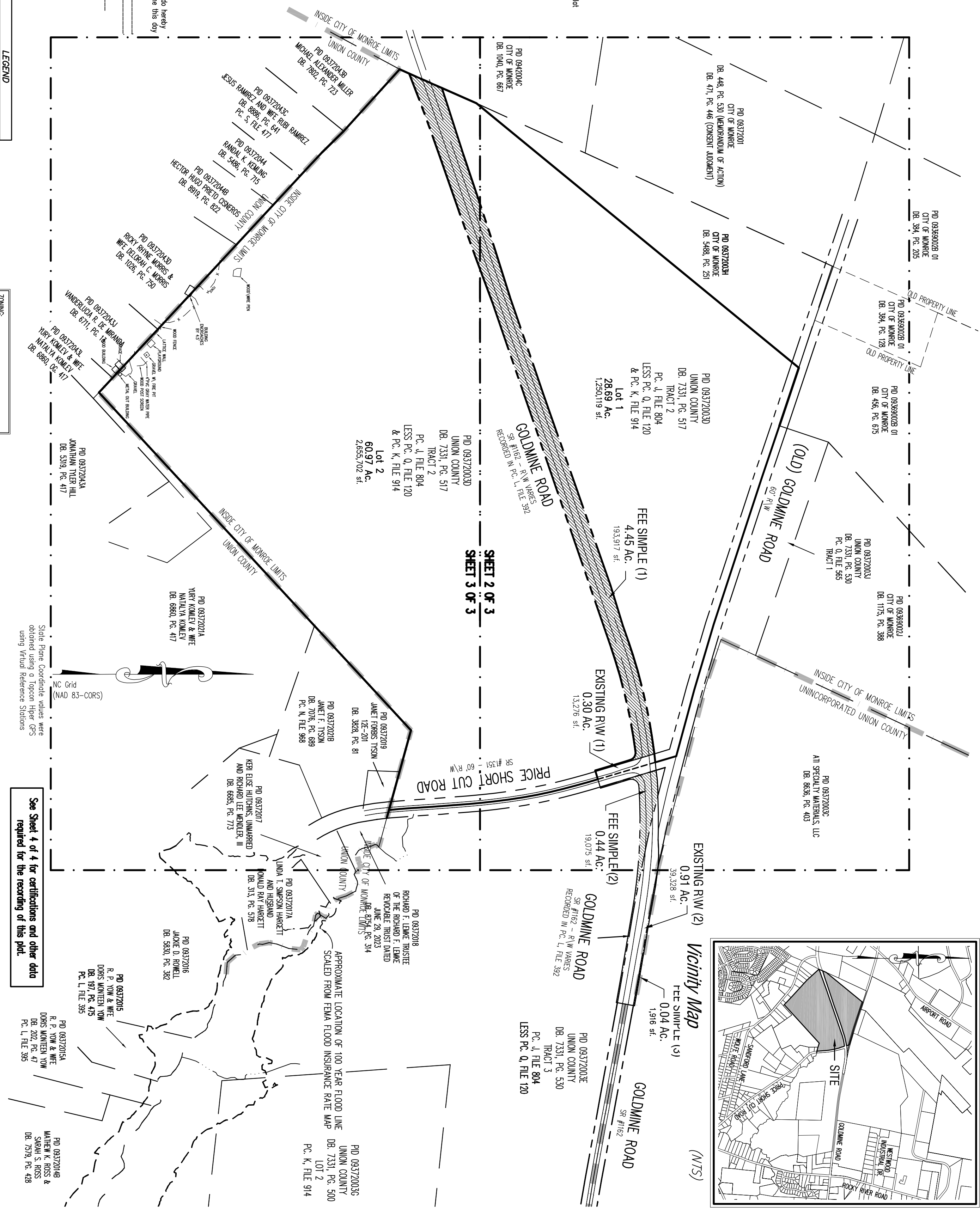
Witness my hand and official seal, this the _____ day of _____, 20____.

Notary _____

My commission expires: _____, 20____. (Seal)

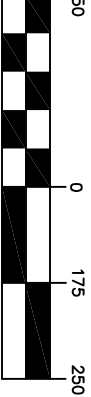
NOTES

1. Areas computed using coordinate geometry.
2. This map was prepared without the benefit of a title search. Survey subject to full title search.
3. The property may be subject to right of ways, easements, and covenants either recorded or implied.
4. All distances shown are horizontal ground distances.
5. Rebar set at all corners unless otherwise noted.
6. Broken lines indicate property lines not surveyed.
7. All adjoining property owner information is taken from current deeds and tax records and are considered as "New or Formerly".
8. Lawrence Associates makes no guarantees to the composition or to the nonexistence of spoils areas.
9. Other underground utilities may exist but their locations are not known.



LEGEND

GPUE	= General Public Utility Easement
—	= Calculated Point
—	= Iron Found
—	= R/W Disk Found
—	= Power Pole
—	= Overhead Electric



(IN FEET)
1 inch = 250 ft.

ZONING

ZONED: G1
YARD REQUIREMENTS:
SETBACK (STREET) - 25'
SIDE YARD - 10' (50' IF ADJUTING, R.D.
REAR YARD - 25' (50' IF ADJUTING, R.D.
MINIMUM LOT WIDTH - N/A
MINIMUM LOT COVERAGE - N/A
MAX. BUILDING HEIGHT - 63'

CURRENT OWNER

UNION COUNTY
500 N. MAIN STREET
MONROE, NC 28112

State Plane Coordinate values were obtained using a Topcon Hyper GPS using Virtual Reference Stations

See Sheet 4 of 4 for certifications and other data required for the recording of this plat.

LAWRENCE ASSOCIATES

115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013

www.lawrencesurveying.com
Firm License Number: C-2856

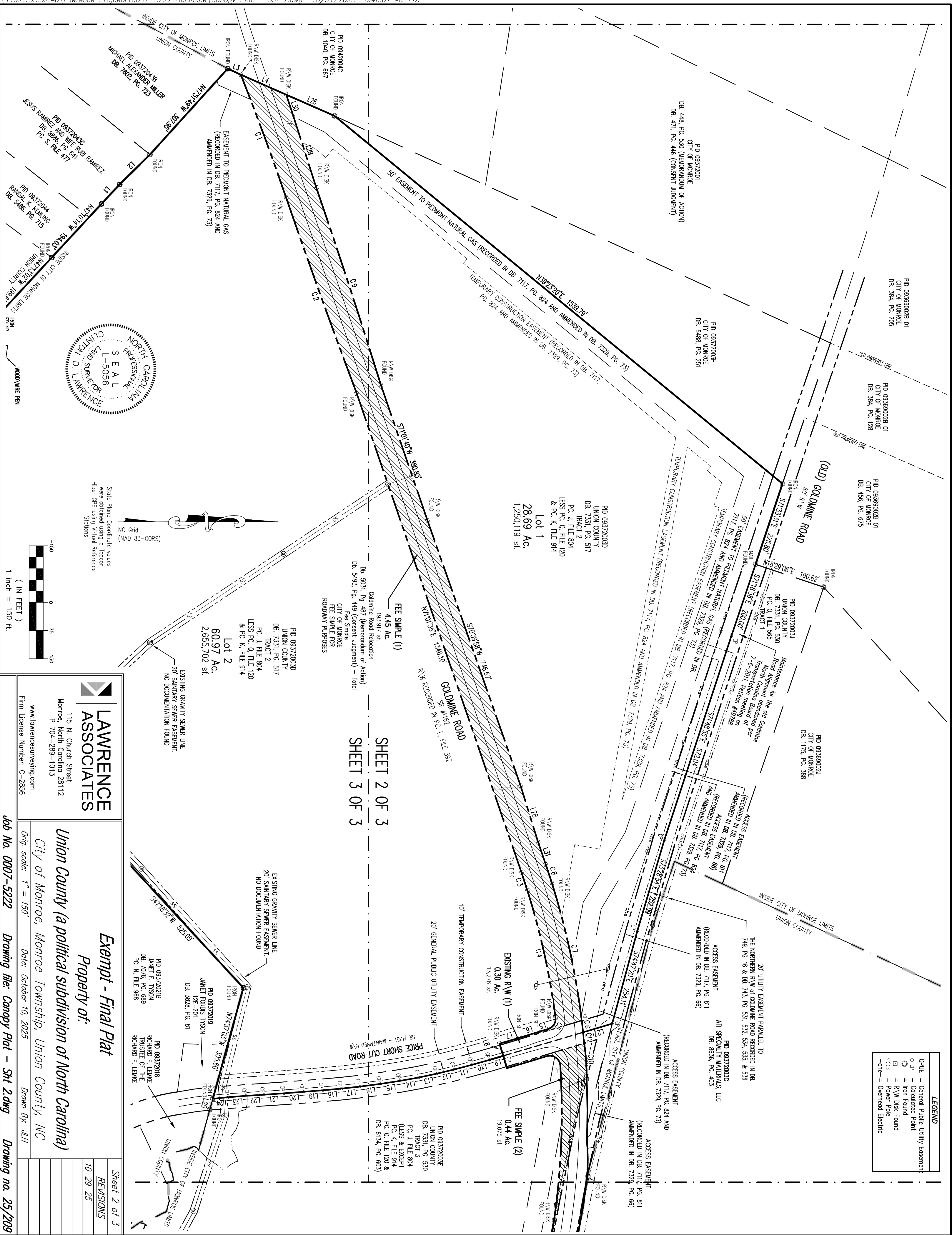
Exempt - Final Plat
Property of:

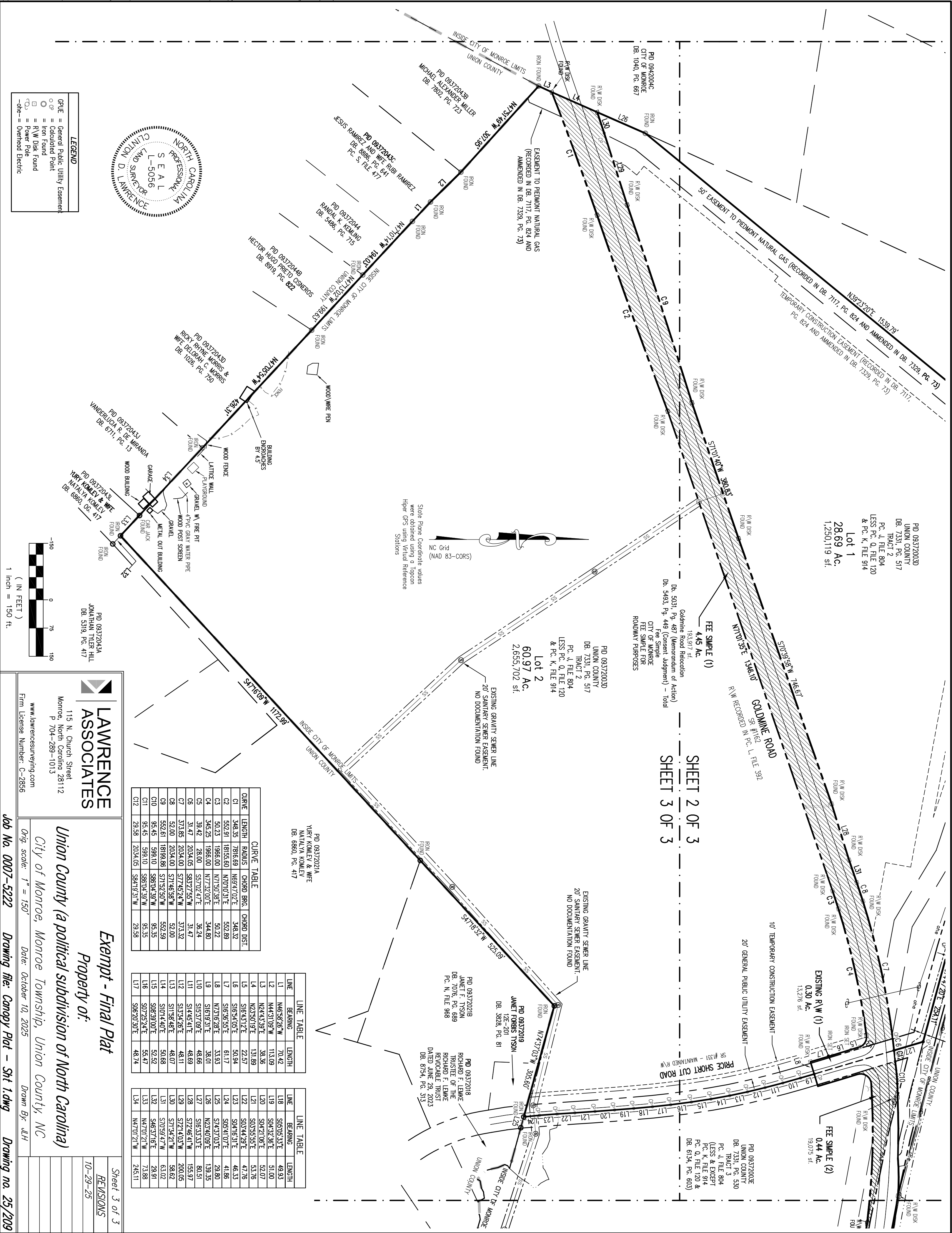
Union County (a political subdivision of North Carolina)
City of Monroe, Monroe Township, Union County, NC

Sheet 1 of 3

REVISIONS
10-29-25

Job No. 0007-5222 Drawing file: Canopy Plat - Sht 1.dwg Drawing no. 25/209
Orig. scale: 1" = 250' Date: October 10, 2025 Drawn By: JHH





CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BRG.
C1	348.35	7816.69	N69°47'02"E
C2	552.91	18155.60	N70°10'31"E
C3	50.23	1985.00	N71°30'38"E
C4	345.25	1985.00	N77°32'00"E
C5	39.42	28.00	S57°02'47"E
C6	31.47	2034.05	S83°27'55"W
C7	373.85	2034.00	S77°45'24"W
C8	52.00	2034.00	S71°46'58"W
C9	552.61	18199.86	S71°52'50"W
C10	95.45	599.10	S86°04'39"W
C11	95.45	599.10	S86°04'39"W
C12	29.58	2034.05	S84°19'31"W

LINE TABLE			
LINE	BEARING	LENGTH	
L1	N46°58'26"W	70.42	
L2	N44°31'09"W	113.09	
L3	N24°43'39"E	38.36	
L4	N23°50'19"E	131.89	
L5	S16°43'12"E	22.57	
L6	S16°54'05"E	50.94	
L7	S16°36'55"E	61.17	
L8	N7°16'29"E	33.93	
L9	S16°19'31"E	35.01	
L10	S16°37'09"E	48.66	
L11	S14°45'41"E	48.69	
L12	S13°34'26"E	48.11	
L13	S17°38'46"E	48.07	
L14	S10°14'40"E	30.66	
L15	S08°39'00"E	52.52	
L16	S07°25'24"E	55.47	
L17	S06°20'30"E	48.74	

LINE TABLE			
LINE	BEARING	LENGTH	
L18	S05°05'33"E	49.93	
L19	S04°32'36"E	51.00	
L20	S04°21'06"E	52.07	
L21	S03°55'55"E	53.76	
L22	S03°44'29"E	47.76	
L23	S04°16'31"E	46.33	
L24	S05°41'07"E	41.86	
L25	S74°37'03"E	28.80	
L26	N23°40'09"E	139.35	
L27	S16°53'33"E	80.51	
L28	S72°46'41"W	155.97	
L29	S72°14'03"W	200.05	
L30	S71°34'21"W	58.62	
L31	S70°59'47"W	63.02	
L32	S46°37'16"E	29.91	
L33	N47°01'21"W	73.88	
L34	N47°01'21"W	245.11	

LAWRENCE ASSOCIATES

115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013

www.lawrencesurveying.com
Firm License Number: C-2856

Exempt - Final Plat
Property of:

Union County (a political subdivision of North Carolina)
City of Monroe, Monroe Township, Union County, NC

Orig. scale: 1" = 150'

Date: October 10, 2025

Drawn By: JHH

Job No. 0007-5222 Drawing file: Canopy Plat - Sht 1.dwg

Drawing no. 25/209

Sheet 3 of 3
REVISIONS

10-29-25

NORTH CAROLINA

UNION COUNTY

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into effective as of the last date of execution hereof by and between UNION COUNTY, a political subdivision of the State of North Carolina (“**Seller**”), and MCGEE CORPORATION or its permitted assign, (the “**Purchaser**”).

WITNESSETH:

WHEREAS, the Seller is the owner of approximately eighty-nine (89) acres (Union County Tax Parcel #09372003D) located in Union County, North Carolina (the “Base Parcel”); and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, subject to the terms and conditions thereafter set forth, an approximately 60.97 acre tract out of the Base Parcel, as more particularly shown as Lot 2 on the survey attached as **Exhibit A** hereto (the “**Exhibit Map**”) (said tract, together with any improvements located thereon, and permits or other development rights related thereto, any land within adjacent rights-of-way, gaps, strips or gores, and any easements, rights, privileges and appurtenances pertaining thereto, being collectively the (“**Property**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agrees as follows:

1. **Sale of the Property.** Seller agrees to bargain, sell, grant, convey and deliver the Property to Purchaser, and Purchaser agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein.

2. **Purchase Price, Due Diligence and Closing.**

2.1 **Purchase Price.** The total purchase price for the Property (the “Purchase Price”) is Four Million Two Hundred Sixty-Seven Thousand Nine Hundred and 00/100 Dollars (\$4,267,900.00) being \$70,000 per acre of the Property payable by Purchaser to Seller at the Closing (as defined herein) by wire transfer, or other mutually acceptable transfer, subject to prorations and other credits provided for in this Agreement.

2.2 **Earnest Money Deposit.** Purchaser shall, within two (2) business days after the full execution and delivery of this Agreement, deposit with Moretz Law Group, P.A. (the “Escrow Agent”) an earnest money deposit in the amount of Twenty-Five Thousand Dollars (\$25,000) by check or other mutually acceptable transfer (the “Earnest Money Deposit”). The Earnest Money Deposit shall be held in a trust account of the Escrow Agent. The Earnest Money Deposit shall be applied to the Purchase Price at Closing. In the event of a permitted termination or default hereunder, the Earnest Money Deposit shall be disbursed as set forth in Section 10 below.

2.3 Closing. The consummation of the purchase and sale of the Property (the **“Closing”**) shall take place on or before the later to occur of (i) the date that is five (5) business days after approval of the Subdivision Plat (as defined in Subsection 2.5.4 below) under the applicable subdivision ordinance or other approval or exemption provided by applicable governmental authority and satisfactory to Purchaser (the “Subdivision Approval”), or (ii) the date that is thirty (30) business days after the expiration of the Purchaser’s Due Diligence Period (as hereinafter defined), provided however, that if Purchaser desires to close early, the parties hereby agree to close on such earlier date specified by Purchaser if Purchaser notifies Seller of such earlier date in writing at least two (2) business days prior thereto. The Closing shall take place at the Moretz Law Group, P.A., or such other place as is mutually acceptable to Purchaser or Seller.

2.4 Closing Contingency. Closing is contingent upon and subject to all necessary approvals by the Union County Board of Commissioners and other duly required approvals after appropriate public hearings.

2.5 Due Diligence.

2.5.1. Due Diligence Period.

(a) The Purchaser’s Due Diligence Period shall be one hundred eighty (180) days from the date of signature of this Agreement (the “Purchaser’s Due Diligence Period”). Purchaser shall have the right to determine, in Purchaser’s sole and absolute discretion, whether the Purchaser’s proposed purchase and use of the Property is economically and otherwise feasible. During such time, Purchaser shall also be entitled (i) to examine title to and the survey of the Property; (ii) to conduct such other testing of the Property as Purchaser shall reasonably determine in its sole discretion, including without limitation, one or more environmental, soil and groundwater audits, and (iii) to research matters related to the status of the Property, including without limitation the zoning classification thereof, the relocation of the utility line owned by the City of Monroe, the procurement of any economic development incentives, and the suitability of the Property for Purchaser’s planned industrial building, which investigations shall be of such scope as Purchaser shall determine.

(b) Seller shall in good faith cooperate with Purchaser in facilitation Purchaser’s investigation of the Property. Seller shall provide Purchaser and its agents, employees, contractors and consultants with reasonable access to the Property to inspect each and every part thereof and allow Purchaser and its agents, employees, contractors and consultants to contact all parties which currently contract with Seller with respect to the Property. Prior to or simultaneously with the execution of this Agreement, Seller shall deliver or make available to Purchaser any surveys depicting the metes and bounds and any easements affecting the property.

(c) If Purchaser does not purchase the Property, Purchaser shall repair any material damages to the Property caused by Purchaser’s activities on the Property, and, to the extent practical, shall return the Property to substantially its condition prior to Purchaser’s activities on the Property. Purchaser acknowledges that it shall assume all risks arising from entering upon the Property for the performance of such activities by Purchaser, and shall indemnify, defend and hold Seller harmless from and against all loss, liability, costs, claims, demands, damages, actions,

causes of action, suits and expenses for the costs of such inspections, tests and investigations, for damages to persons or property caused by Purchaser's inspection, testing and investigation of the Property and/or arising out of, related to or caused by Purchaser's entry and/or such activities.

(d) If Purchaser determines, in its sole discretion, for any reason or no reason, that the Property is unsuitable for its purpose or that Purchaser's proposed acquisition and operation of the Property is not economical or otherwise feasible, then Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller at its address set forth herein prior to the expiration of the Purchaser's Due Diligence Period. Purchaser shall send a copy of such notice to the Escrow Agent, which, upon its receipt thereof, shall immediately deliver the Earnest Money Deposit to Purchaser, without notice to or the need to obtain consent from Seller, and this Agreement shall immediately terminate and be rendered null and void.

2.5.2 Survey. Purchaser shall be entitled to obtain one or more surveys, or may rely upon the Exhibit Map attached hereto (collectively, the "Survey") of the Property in such detail as Purchaser shall determine. The Survey must not reveal anything reasonably objectionable to Purchaser or Purchaser may terminate this Agreement during the Purchaser's Due Diligence Period. Once approved by Purchaser, anything shown thereon shall be deemed a Permitted Exception.

2.5.3 Title.

(a) The Property shall be conveyed by Seller to Purchaser free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions, restrictive covenants and other matters affecting title except those set forth in the title insurance commitment obtained and approved by Purchaser during Purchaser's Due Diligence Period (individually, each a "**Permitted Exception**," and collectively, the "**Permitted Exceptions**"). The Parties acknowledge that there is a current sewer line extending through the Property, which is under the control of the City of Monroe utilities departments. Seller will not relocate such utility line as part of this Agreement.

(b) If, in the opinion of Purchaser or Purchaser's counsel, the Survey reveals anything that adversely affects the Property, or if Seller's title to the Property fails to meet the foregoing requirements, or contains defects or exceptions not approved by Purchaser, then Purchaser may, by giving written notice to Seller prior to the expiration of the Purchaser's Due Diligence Period, either terminate this Agreement or specify the title or Survey defect(s). If Purchaser specifies any such defect, Seller agrees to notify Purchaser in writing within five (5) business days after Purchaser's notice of defect as to whether Seller will attempt to cure such defect(s). If Seller agrees to do so, it shall immediately commence diligent efforts to cure such defect(s) and shall continue diligently to work toward such cure, which such cure shall be completed within thirty (30) days. If Seller fails to cure such defect(s) prior to Closing, Purchaser shall have the option (i) of taking title to the Property "as is" and consummating the Closing of the Property, (ii) of extending the Closing for a reasonable period of time to enable Seller to cure such deficiency if Seller is attempting to cure the same, (iii) terminating this Agreement at any time on or prior to the last date for Closing specified in this Agreement, by written notice thereof to Seller, and receiving a full refund of the Earnest Money Deposit, or (iv) if the defect is a consensual or non-consensual lien

that can be cured by a monetary payment of less than the Purchase Price, of making such payment at Closing and reducing by a like amount the cash due to Seller at Closing. Seller acknowledges the encroachments shown on the Exhibit Map and will remove or otherwise remedy such encroachments prior to Closing.

2.5.4. Subdivision Compliance. Seller shall be responsible for the compliance of the Property and the conveyance thereof with the applicable subdivision ordinance. Seller shall, at its sole cost and expense, cause a surveyor to prepare a plat (the “**Subdivision Plat**”) reasonably satisfactory to Purchaser in order to legally subdivide the Property from the remainder of the Base Parcel as shown on the attached Exhibit Map. The Subdivision Plat shall be properly approved under the applicable subdivision ordinance and recorded with the register of deeds prior to the Deed (as defined in Subsection 2.6.1). Seller agrees to cooperate with Purchaser, reasonably and in good faith, in connection with the preparation and approval of the Subdivision Plat. If Seller is unable to obtain a Subdivision Plat reasonably acceptable to Purchaser, or if such Subdivision Plat cannot be approved under the applicable subdivision ordinance prior to the expiration of Purchaser’s Due Diligence Period and Subdivision Approval cannot otherwise be obtained, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller. Seller shall provide to Purchaser written confirmation from City of Monroe Planning stating the Property, after recording the Subdivision Plat against the Base Parcel thereby subdividing the remainder of the Base Parcel from the Property, is exempt from the applicable subdivision ordinance (the “**Exemption Notice**”).

2.6 Delivery of Documents.

2.6.1. Seller’s Deliveries At Closing. At the Closing, Seller shall deliver to Purchaser:

(a) A special warranty deed (the “Deed”) duly executed by Seller, in form and content reasonably satisfactory to Purchaser and its counsel, conveying good, indefeasible, marketable and insurable (at regular rates) fee simple title to the Property, subject only to the Permitted Exceptions. The legal description of the Property in the Deed shall be derived from the Subdivision Plat once approved by Purchaser;

(b) A non-foreign status affidavit duly executed by Seller in accordance with Section 1445 of the Internal Revenue Code of 1986, as amended;

(c) A closing statement duly executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Purchaser and Seller and the Parties acknowledge there will be no proration of ad valorem taxes;

(d) An affidavit to Purchaser and the Title Company, duly executed by Seller, affirming that there are no possible inchoate liens for unpaid work performed on or unpaid material supplied to the Property during the applicable lien period and that there are no unrecorded leases encumbering any part of the Property, and certifying such other matters as the Title Company may reasonably require;

(e) A certificate duly executed by Seller containing the information necessary to complete a 1099-S form;

(f) A duly executed Subdivision Plat properly approved under the applicable subdivision ordinance;

(g) A duly executed Exemption Notice; and

(h) Any other documents reasonably required or customary for closings of the sale of commercial real estate in the State in which the Property is located.

2.6.2 Purchaser's Deliveries at Closing. At the Closing, Purchaser shall deliver to Seller the Purchase Price less credits and prorations provided for in this Agreement, together with Purchaser's duly executed counterpart of the closing statement described in Subsection 2.6.1 above.

2.7 Closing Expenses and Costs. Seller shall pay at Closing (i) all excise taxes levied by state or local authorities, if any in connection with the transfer of the Property pursuant to this Agreement; (ii) its proportionate share of the expenses to be prorated as set forth in this Agreement; (iii) the cost of satisfying, canceling and releasing all encumbrances on the Property other than the Permitted Exceptions; and (iv) the cost of the Subdivision Plat and the Subdivision Plat recording fee. Purchaser shall pay at Closing (i) the Deed recording fee; (ii) the cost of any title search, commitment or policy contracted for by Purchaser; and (iii) its proportionate share of the expenses to be prorated as set forth in this Agreement. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys' and advisors' fees.

2.8 Conditions Precedent. Purchaser's obligations to perform under this Agreement is subject to and contingent upon the satisfaction of each and every one of the following conditions. Unless specifically stated otherwise, conditions to obligations hereunder are for the benefit of Purchaser and may be waived in writing by Purchaser.

(a) **Due Diligence Matters.** There shall have been no material change to title, survey or other matters as to which Purchaser has due diligence rights under this Agreement after the date investigated by Purchaser during the Purchaser's Due Diligence Period which has not been cured, and there must not have been any material adverse change to the topography, access, drainage, utility availability or developability of the Property;

(b) **Seller's Obligations.** The truth and accuracy in all respects of the representations and warranties of Seller contained in this Agreement, and Seller's fulfillment of its other obligations hereunder within the time periods set forth herein.

(c) **Subdivision Plat.** The Subdivision Plat must have been duly executed by all appropriate parties and properly approved in accordance with the applicable subdivision ordinance pursuant to Subsection 2.5.4 of this Agreement and recorded with the register of deeds in accordance with the terms and conditions of this Agreement.

(d) **Exemption Notice.** The Exemption Notice must have been properly approved and duly executed by all appropriate parties.

(e) **Moratoria.** There must be no existing or immediately contemplated moratorium or similar restriction upon industrial construction or development or upon the capacity, extension or use of utilities serviced by the City of Monroe which would prevent or substantially restrict Purchaser's ability to construct its planned approximately 300,000 square foot industrial building on the Property.

In the event that any of the above conditions are not satisfied at or prior to the date of Closing, Purchaser shall have the right to terminate this Agreement upon written notice to Seller. Upon the Closing, these conditions are deemed satisfied.

3. Representation and Warranties. Seller hereby makes the following representations and warranties to Purchaser, all of which shall be true and correct as of the date hereof and as of the date of Closing:

3.1 No Violation. To the best of Seller's knowledge, neither the Property nor the use thereof is in violation of any applicable federal, state or local fire, zoning, health, environmental, subdivision, building, labor, earthquake or other codes, laws, rules or regulations. No notice has been served on or delivered to Seller from any entity, governmental body, or individual claiming any such violation or demanding payment or contribution. There are no pending or threatened actions or governmental proceedings concerning condemnation, eminent domain, zoning change, rent control, required environmental remedial action or otherwise, to which Seller or the Property is subject that would adversely affect the Property. Seller has no understanding or agreement with any taxing or assessing authority respecting the imposition of any taxes or assessments respecting the Property.

3.2 Title to Property. Seller is the sole owner of the Property. No party other than Seller claims any unrecorded legal or equitable interest in the Property. Seller has not entered into any leases, rental agreements, management, service or utility agreements with respect to any of the Property that would bind the Property or the Purchaser after Closing.

3.3 No Other Contracts. Seller has not entered into any other contract or agreement with any party other than Purchaser with respect to the purchase and sale of the Property or any part thereof.

3.4 Suits, Actions, Etc. There are no suits, actions or arbitrations, or legal, administrative, or other proceedings or governmental investigations, formal or informal, pending or threatened, which relate to the Property or to its prior operation, which affect the Property, which would limit Purchaser's, its successors' or assigns' full use and enjoyment of the Property, which would in any way be binding upon Purchaser or its successors or assigns or which would limit or restrict in any way Seller's right of ability to enter into this Agreement and consummate the transactions described herein.

3.5 No Conflict. This Agreement has been duly and properly executed on behalf of Seller, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with,

a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which the Seller is a party or by which Seller or any portion of the Property is bound.

3.6 Unpaid Claims. There are no taxes, charges or assessments of any nature or description arising out of the conduct of Seller's business or the operation of the Property which would constitute a lien against the Property and no work has been performed or is in progress by Seller, and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens.

3.7 Hazardous Materials. To the best of Seller's knowledge except as may be shown on any environmental health assessment obtained by Seller and provided to Purchaser: no Hazardous Materials (as hereinafter defined) are now located on the Property; neither Seller nor any other person, to the best of Seller's knowledge, has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property or any part thereof; no part of the Property is being used or has ever been used for the disposal, storage, treatment, processing, manufacturing or other handling of Hazardous Materials; and no part of the Property is affected by any Hazardous Materials contamination. Seller knows of no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials contamination proposed, threatened, anticipated or in existence with respect to the Property. Seller has no knowledge that the Property is currently on or has ever been on, any federal or state "Superfund" or "Superlien" list. To the best of Seller's knowledge, there are no underground storage tanks on the Property. For purposes of this Agreement, "Hazardous Materials" shall mean any substance, waste or material that is defined or regulated as hazardous or toxic under or pursuant to any one or more of the following statutes, any amendments thereto and any regulations promulgated thereunder, and any other applicable federal, state and local laws concerning pollution or protection of the environment: Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. 9601 et seq.; Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6901 et seq.; Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; and Clean Air Act, 42 U.S.C. 7501 et seq.

3.8 Documents Supplied by Seller. All documents heretofore or hereafter supplied by Seller to Purchaser in connection with the Property or this Agreement are, to the best of Seller's knowledge, complete, true and correct in all material respects.

3.9 Public Access. The Property has adequate legal vehicular and pedestrian access to public streets and/or rights of way.

3.10 Use. The zoning classification of the Property is General Industrial.

3.11 Assessments. There are no assessments which have been made against the Property which are unpaid (except ad valorem taxes for the current tax period which are not yet due and payable), whether or not they have become liens.

3.12 Boundary Disputes. To the best of Seller's knowledge, there are no disputes concerning the Property's boundaries.

3.13 Flood Zone. To the best of Seller's knowledge, neither the Property nor any portion thereof is located in any current or proposed flood zone as such is identified by federal, state or local government authorities.

3.14 Agreements Affecting Property. Seller has not received any notice and does not have knowledge of any default or breach (or any condition or circumstance which, with the passage of time and/or the giving of notice, would constitute a default or breach) under any covenants, conditions, restrictions, easements, or other agreements which may affect the Property or any portion of the Property.

3.15 Ad Valorem Taxes. Seller is exempt from 2025 ad valorem taxes real estate taxes under N.C.G.S. § 105-278.1, therefore there is no proration of any ad valorem real estate taxes for 2025.

4. Covenants and Interim Responsibilities. Seller agrees that during the period between the date hereof and the date of Closing: (i) Seller shall not further encumber the Property or any part thereof, or convey, lease or transfer any interest therein (or permit the encumbrance, conveyance, lease or transfer thereof) without Purchaser's prior written consent; (ii) Seller shall not execute or make any agreement or other arrangement which may bind or obligate the Property (or any real property interest affected by the Property), Purchaser or Purchaser's successors and assigns; and (iii) Seller will not undertake any negotiations for the sale or lease of the Property or any portion thereof.

5. Intentionally deleted.

6. Brokerage Commissions. Seller agrees to pay a commission to the Moser Group, Inc. at Closing, equal to six (6%) percent of the total purchase price of the Property.

7. Prorations. Ad valorem real estate taxes for the year of Closing shall not be prorated as provided in Subsection 3.15 above.

8. Possession. Seller shall deliver full possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions.

9. Condemnation. In the event that condemnation or eminent domain proceedings affecting all or any part of the Property are initiated prior to the date of Closing, Purchaser may, at its option, (i) terminate this Agreement by notifying Seller in writing within fifteen (15) business days after Purchaser first is advised of such proceedings, in which case the Earnest Money Deposit shall be returned to Purchaser, or (ii) elect to consummate the transaction provided for herein, in which event Seller shall, at the Closing, assign to Purchaser all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding affecting the Property. In the event Purchaser elects to consummate the transactions provided for herein, Purchaser shall be entitled to participate with Seller in all negotiations and dealings with the condemning authority in respect of such matter; provided,

however, that Purchaser shall have the right to finally approve any agreement with the condemning authority.

10. Termination, Default and Remedies.

10.1 Permitted Termination. If this Agreement is terminated by Purchaser pursuant to a right given it to do so hereunder, the Earnest Money Deposit shall immediately be returned to Purchaser by the Escrow Agent, without any requirement for consent or approval from Seller, and this Agreement shall thereafter be null and void.

10.2 Default by Seller. Seller shall be in default hereunder if any of Seller's warranties or representations set forth herein are inaccurate in any material respect when made or at the Closing or if Seller shall breach any covenant or agreement in this Agreement in any material respect. In the event of a default by Seller hereunder, Purchaser may, at Purchaser's sole option, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement by written notice delivered to the Seller with a copy to the Escrow Agent and, upon receipt of such notice, the Escrow Agent shall, without any requirement for consent or approval from Seller, immediately return to Purchaser the Earnest Money Deposit, and this Agreement shall terminate and thereafter become null and void, and Seller shall pay to Purchaser an amount equal to Purchaser's out-of-pocket expenses incurred in connection with this Agreement.

10.3 Default by Purchaser. Purchaser shall be in default hereunder if any of Purchaser's warranties or representations set forth herein are inaccurate in any material respect when made or at the Closing or if Purchaser shall breach any covenant or agreement in this Agreement in any material respect. In the event of a default by Purchaser hereunder, Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice delivered to the Escrow Agent and to Purchaser and receive from the Escrow Agent the Earnest Money Deposit, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default by Purchaser hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default.

11. Miscellaneous.

11.1 Notices. All notices, demands, requests, consents, approvals or other communications (the "**Notices**") required or permitted to be given by this Agreement shall be in writing and shall be sent by email as well as by one of the following additional methods: either personally delivered, delivered by Federal Express or other nationally recognized overnight courier, or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received or (ii) one (1) business day after delivery to an overnight courier or three (3) business days after placement in the United States Mail as aforesaid.

Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing in accordance with this Subsection 11.1:

To Seller: Brian Matthews
Union County Manager

500 North Main Street
Monroe, North Carolina 28112
brian.matthews@unioncountync.gov

To Purchaser: c/o Zachary Moretz
Post Office Box 446
Concord, NC 28026
zac@moretzlaw.com

11.2 Attorneys' Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant hereto, the prevailing party shall be entitled to reasonable attorneys' fees (based on actual time expended at customary hourly rates), in addition to any court costs incurred and in addition to any other damages or relief awarded.

11.3 Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referenced to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the parties hereto, with respect to the Property. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

11.4 Choice of Law. This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State in which the Property is located applicable to contracts to be performed in that State.

11.5 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

11.6 Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

11.7 Further Actions. Purchaser and Seller agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

11.9 Survival. The representations, warranties and agreements set forth in this Agreement shall survive the Closing, and the same shall not be merged into the Deed or instruments of conveyance or any of the other documents or instruments executed or delivered at or after the time of Closing pursuant to or by reason of this Agreement.

11.10 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable laws or court decisions, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable laws or court decisions.

11.11 Assignment. Purchaser shall not assign its right, title and interest under this Agreement without the consent of Seller, no reasonable request denied, to any person or entity; provided, however, that Purchaser shall have the right to assign its right, title and interest under this Agreement without the consent of Seller to an entity controlled by or affiliated with Purchaser (a "**Permitted Assignment**"). In the event of a Permitted Assignment, Purchaser shall give Seller written notice thereof prior to Closing. Purchaser's assignee shall thereafter assume all obligations and duties of Purchaser hereunder. Upon such assignment and assumption, Purchaser shall be relieved of all duties, obligations or liabilities hereunder.

11.13 Rule of Construction. Seller and Purchaser have experience with the subject matter of this Agreement, have been represented by counsel to the extent desired and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

{Signature Page to Follow}

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement or caused this Agreement to be executed on its behalf by its duly authorized officer, member, manager or agent, effective as of the last date of execution below.

SELLER:

UNION COUNTY

Date of Execution

By Seller: _____

By: _____

Brian W. Matthews, County Manager

ATTEST:

County Clerk

PURCHASER:

MCGEE CORPORATION

Date of Execution

By Purchaser: _____

By: 

Name: SWEDE R. MCGEE

Title: PRESIDENT

Flood Certification
I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 3710541600.L, dated 10/16/2008, and hereby certify that this property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.

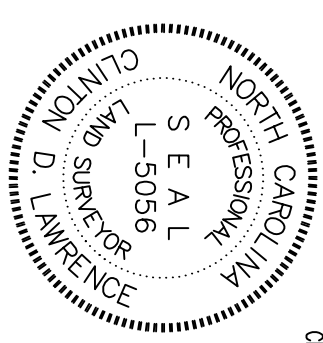
Certificate of Survey and Accuracy
State of North Carolina, Union County
I, Clinton D. Lawrence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed recorded in Book 145, Page 31000), that the boundaries not surveyed are clearly indicated as dashed lines drawn from adjoining owners deeds as shown; that the ratio of precision as calculated is 1:10,000 or better; that this plat was prepared in accordance with G.S. 47-30 as amended.

That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

Witness my original signature, registration number and seal this the

day of AD, 20

Clinton D. Lawrence, NCPLS L-5056



STATE OF NORTH CAROLINA, COUNTY OF UNION

I, Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date Review Officer

Certificate of Approval - Exempt

This survey is not subject to the Subdivision Regulations of The City of Monroe. No approval is required.

Subdivision Administrator Date

Certification of Ownership and Dedication

I hereby certify that Union County is the owner of the property shown and described herein, that the property is within the subdivision jurisdiction of the City of Monroe and that Union County hereby adopts this plan of subdivision with its free consent and hereby establishes all lots and dedicate to the public all streets, alleys, easements, walks, parks and other open spaces as shown hereon unless otherwise noted as private.

Union County

By Print name above County Manager

Attest: Lynn G. West Clerk to the Board of Commissioners

(Corporate Seal)

My commission expires: 20 (Seal)

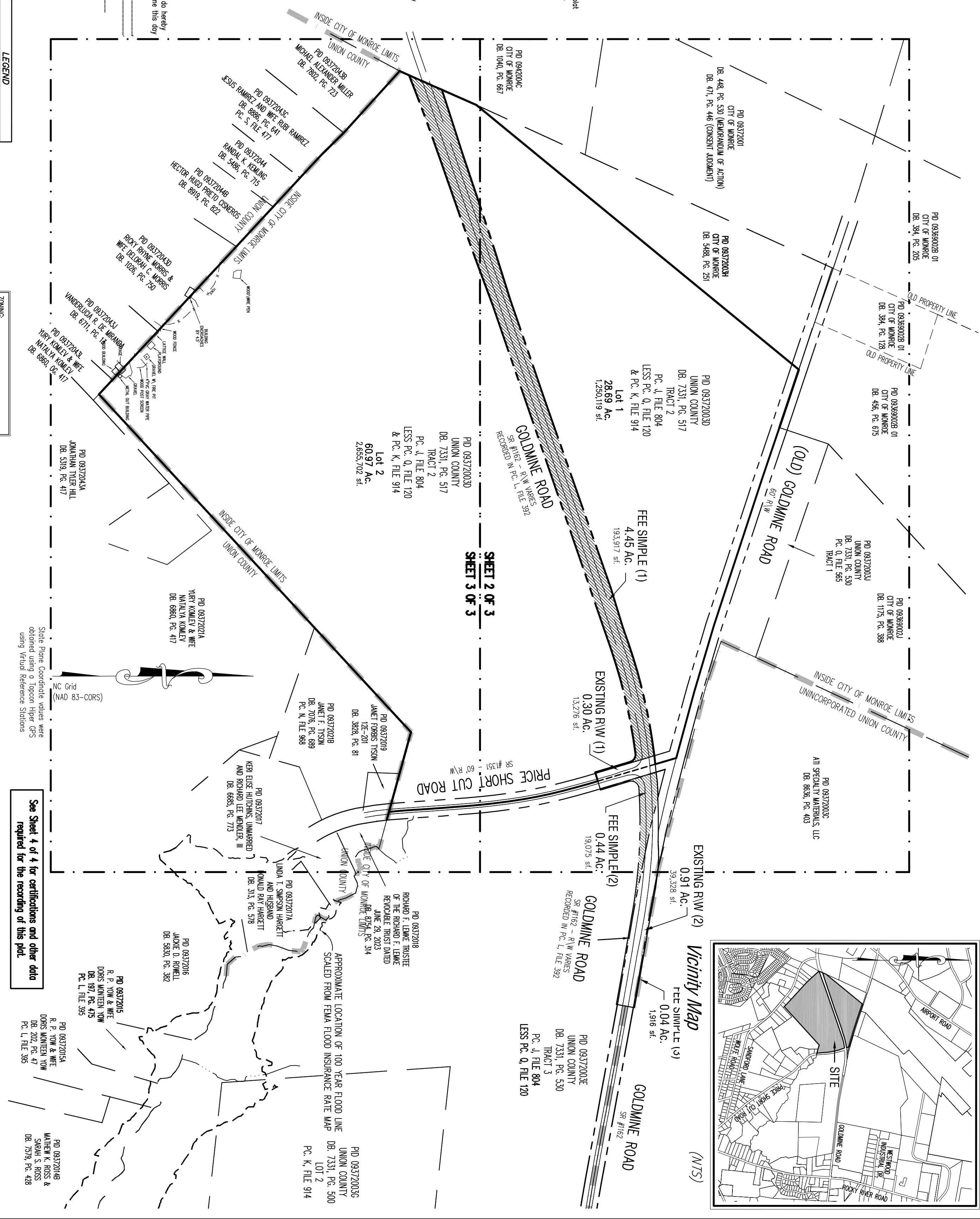
STATE OF NORTH CAROLINA
COUNTY OF UNION
I, a Notary Public for said County and State do hereby certify that is personally appeared before me this day and that, he (or she), as being authorized to do so, executed the foregoing on behalf of

Witness my hand and official seal, this the day of 20

Notary

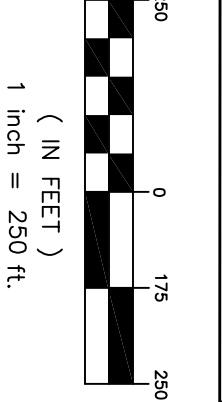
My commission expires: 20 (Seal)

- NOTES
1. Acres computed using coordinate geometry.
 2. This map was prepared without the benefit of a title search. Survey subject to full title search.
 3. This property may be subject to right of ways, easements, and covenants either recorded or implied.
 4. All distances shown are horizontal ground distances.
 5. Rebar set at all corners unless otherwise noted.
 6. Broken lines indicate property lines not surveyed.
 7. All adjoining property owner information is taken from current deeds and tax records and are considered as "New or Formerly".
 8. Lawrence Associates makes no guarantees to the composition or to the nonexistence of spoils areas.
 9. Other underground utilities may exist but their locations are not known.



LEGEND

GPUE	= General Public Utility Easement
=	= Calculated Point
=	= Iron Found
=	= R/W Disk Found
=	= Power Pole
-	= Overhead Electric



ZONING

ZONED: G1
YARD REQUIREMENTS:
SETBACK (STREET) - 25'
SIDE YARD - 10' (50' IF ADJUTING, RLD.
REAR YARD - 25' (50' IF ADJUTING, RLD.
MINIMUM LOT WIDTH - N/A
MINIMUM LOT COVERAGE - N/A
MAX. BUILDING HEIGHT - 63'

CURRENT OWNER

UNION COUNTY
500 N. MAIN STREET
MONROE, NC 28112

LAWRENCE ASSOCIATES

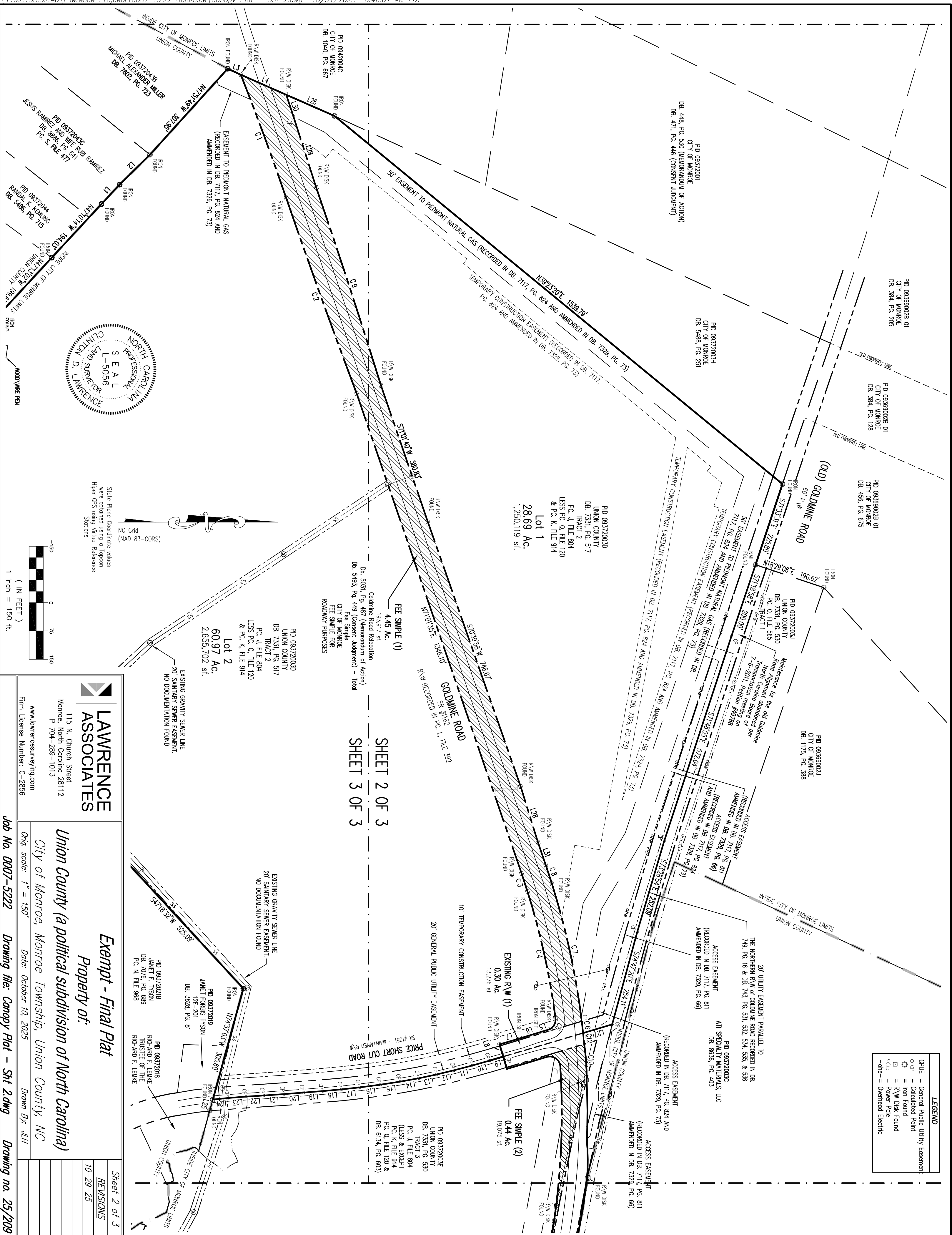
115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013

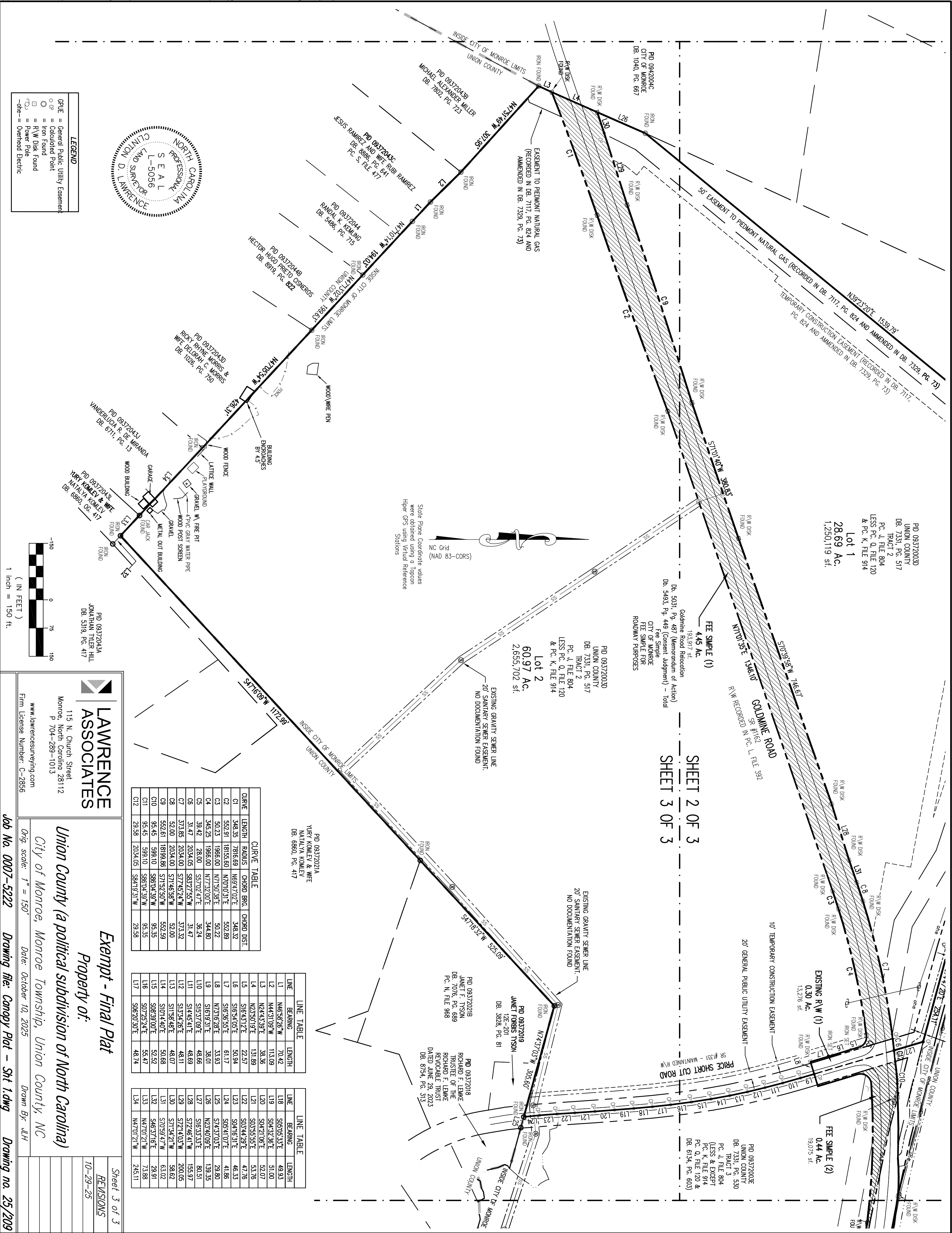
www.lawrencesurveying.com
Firm License Number: C-2856

Exempt - Final Plat
Property of:
Union County (a political subdivision of North Carolina)
City of Monroe, Monroe Township, Union County, NC

Sheet 1 of 3
REVISIONS

10-29-25	
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Union County, NC

Staff Report

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

File #: 25-736

Agenda Date: 12/8/2025

TITLE:

Rezoning Petition RZ-2025-010 Haney

INFORMATION CONTACT:

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

ACTION REQUESTED:

Approve or deny proposed rezoning

PRIOR BOARD ACTIONS:

November 17, 2025, Agenda Item 25-686, Conduct public hearing

BACKGROUND:

This case is requesting to rezone one parcel totaling 0.51 acres appearing on the tax map as tax parcel 091-31-001 located on Pageland Highway from RA-40 to HC (Highway Corridor). The rezoning request is a "straight" rezoning, so there are no conditions associated with this request.

The Land Use Board evaluated this proposal at its October 21 meeting and recommended approval on a 5-1 vote, citing consistency with the land use map.

A public hearing was conducted November 17, 2025, and no one spoke for or against the proposed rezoning.

FINANCIAL IMPACT:

None.

Planning Staff Report - Rezoning Case # RZ-2025-010

Staff Contact: Bjorn Hansen, Senior Planner

Summary of Request

This case is requesting to rezone one parcel totaling 0.51 acres appearing on the tax map as tax parcel 09-131-001 located on Pageland Highway from RA-40 to Highway Corridor. The rezoning request is a straight rezoning, so there are no conditions associated with this request.

Owner/Applicant

Owner: McKagney Investments, LLC
1000 Dataw Lane
Indian Trail, NC 28079

Applicant: Mike Haney
1000 Dataw Lane
Indian Trail, NC 28079

Property Information

Location: On the west side of Pageland Highway south of Eudy Road. Location more specifically described as tax parcel 09-131-001.



Municipal Proximity: The site is nearly a mile south of the City of Monroe.

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

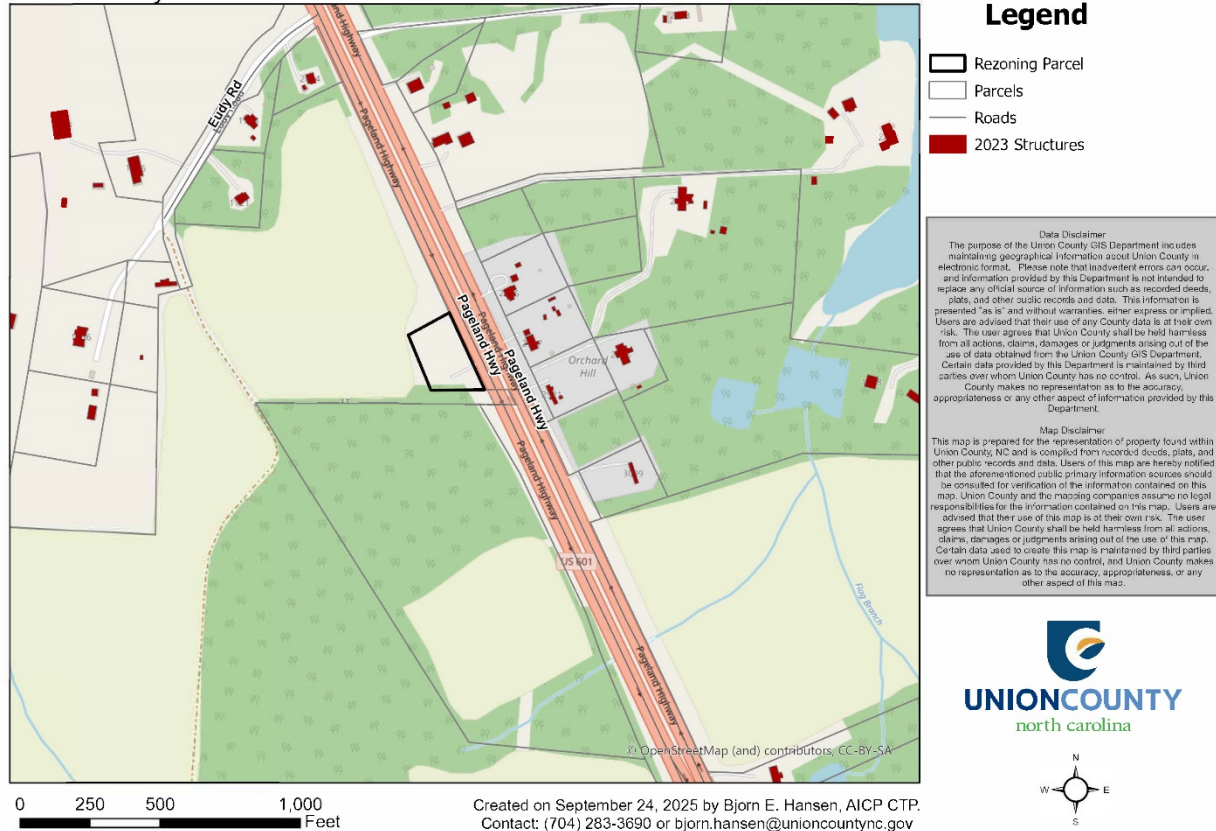
Development Status

Petition: 2025-RZ-010

Name: Haney

Size: 0.51 acres

Tax Parcel: 09-131-001



Environmental Features: There are no streams, wetlands or floodplain on site.

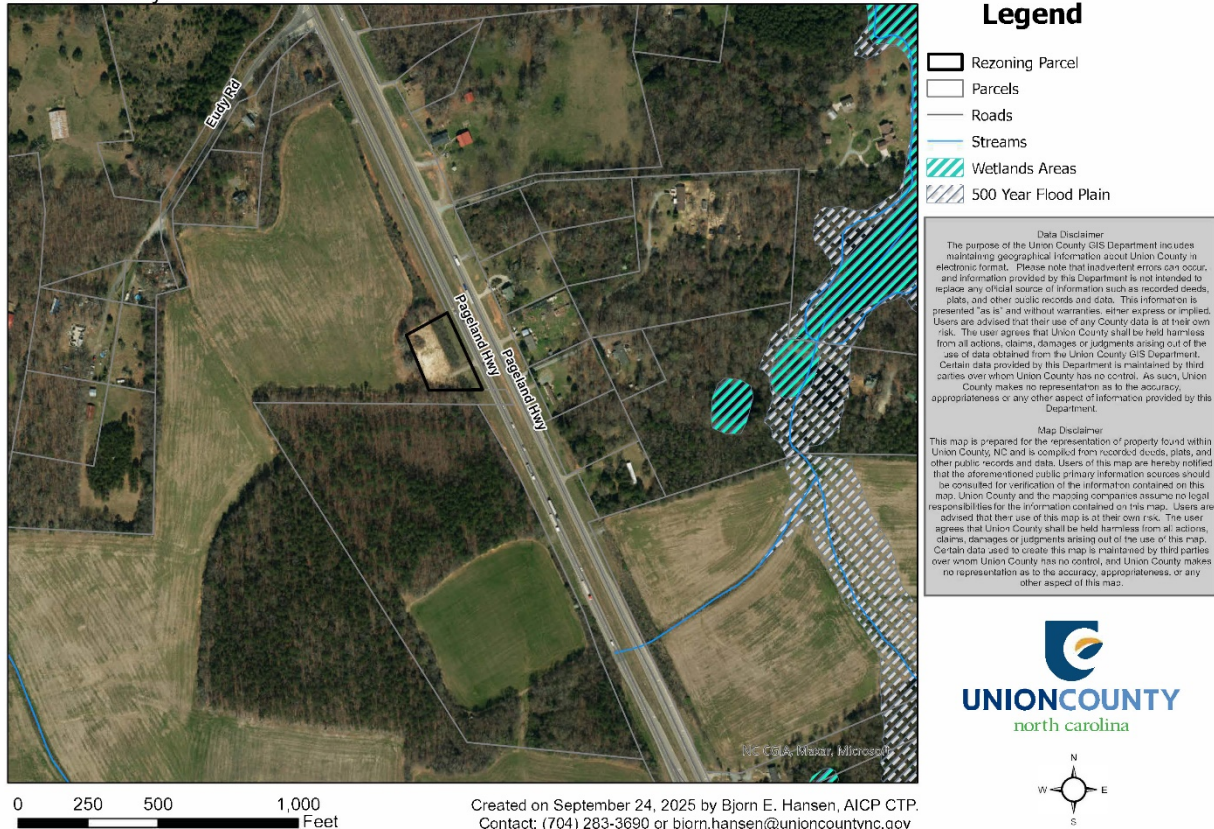
Environmental Features

Petition: 2025-RZ-010

Name: Haney

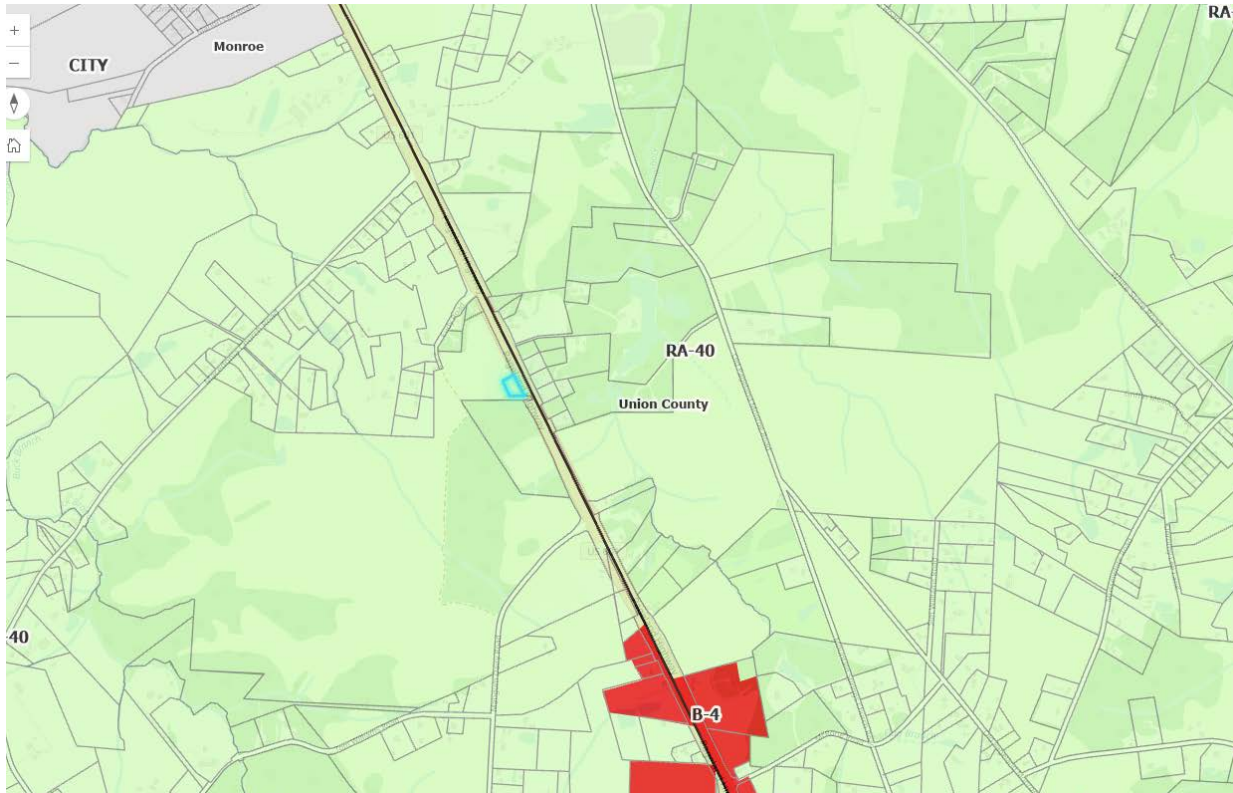
Size: 0.51 acres

Tax Parcel: 09-131-001



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

Zoning and Land Use History: The parcel site has been zoned RA-40 since zoning was initiated. A 2.43 acre site approximately one half mile north was proposed for rezoning to B-4 in 1989, but was denied. A 6.391 acre site approximately 2/3 of a mile north of the site was rezoned to Light Industrial in 2023. A special use permit for the permanent location of a mobile home approximately 1,000 feet north of the site was approved in 1981.



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

Transportation: This site is on US 601, which is a NCDOT-maintained facility. This section of US 601 carries approximately 12,500 vehicles per day. There are no funded road improvement projects in the immediate vicinity of the rezoning. A traffic Impact Analysis (TIA) was not required for this rezoning. Because there are no proposed uses with the rezoning, staff are unable to assess impacts on the corridor.

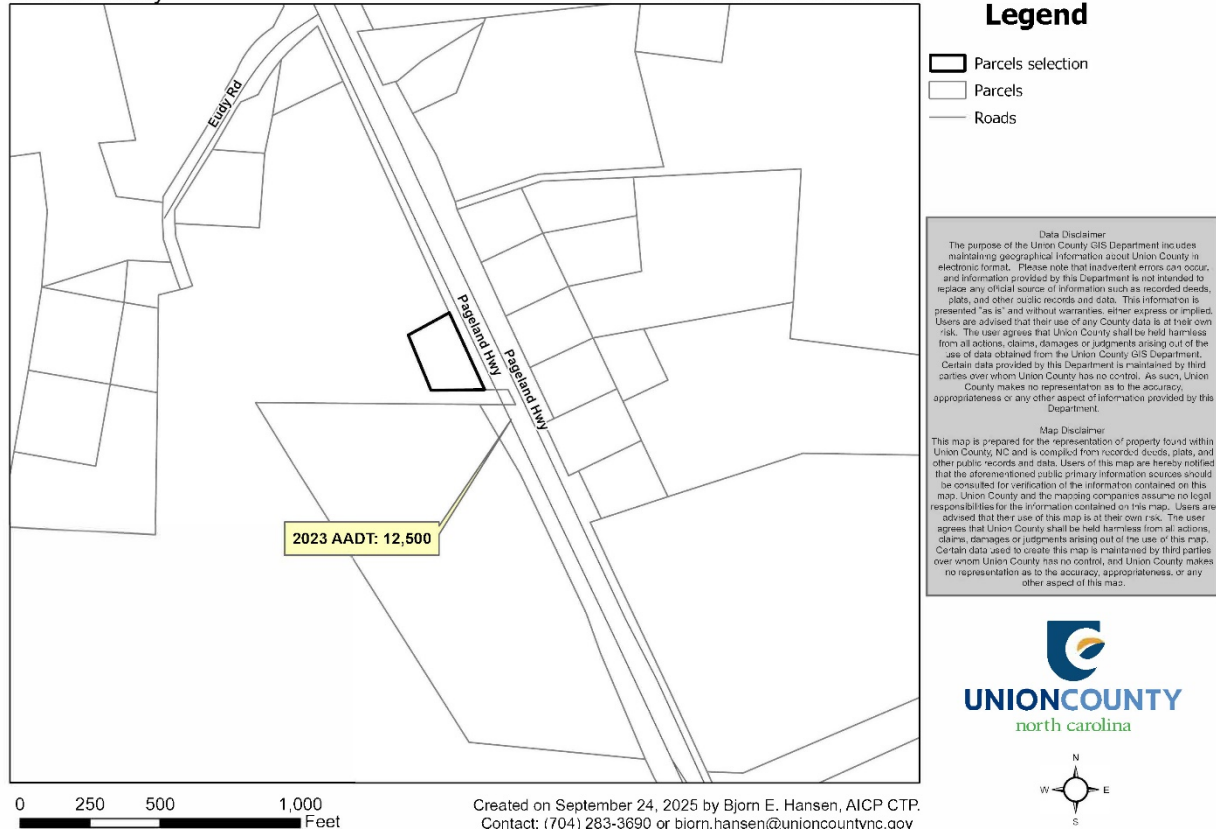
Transportation

Petition: 2025-RZ-010

Name: Haney

Size: 0.51 acres

Tax Parcel: 09-131-001



Planning Documents

Union County Comprehensive Plan: The Union County 2050 comprehensive plan identifies this area as an Employment Corridor overlaid upon Rural Residential. The proposed zoning district is therefore considered appropriate, although the small size of the site could result in strip development if duplicated along the corridor. A lack of utilities may mean that the site cannot be fully utilized with a significant number of employees or customers.

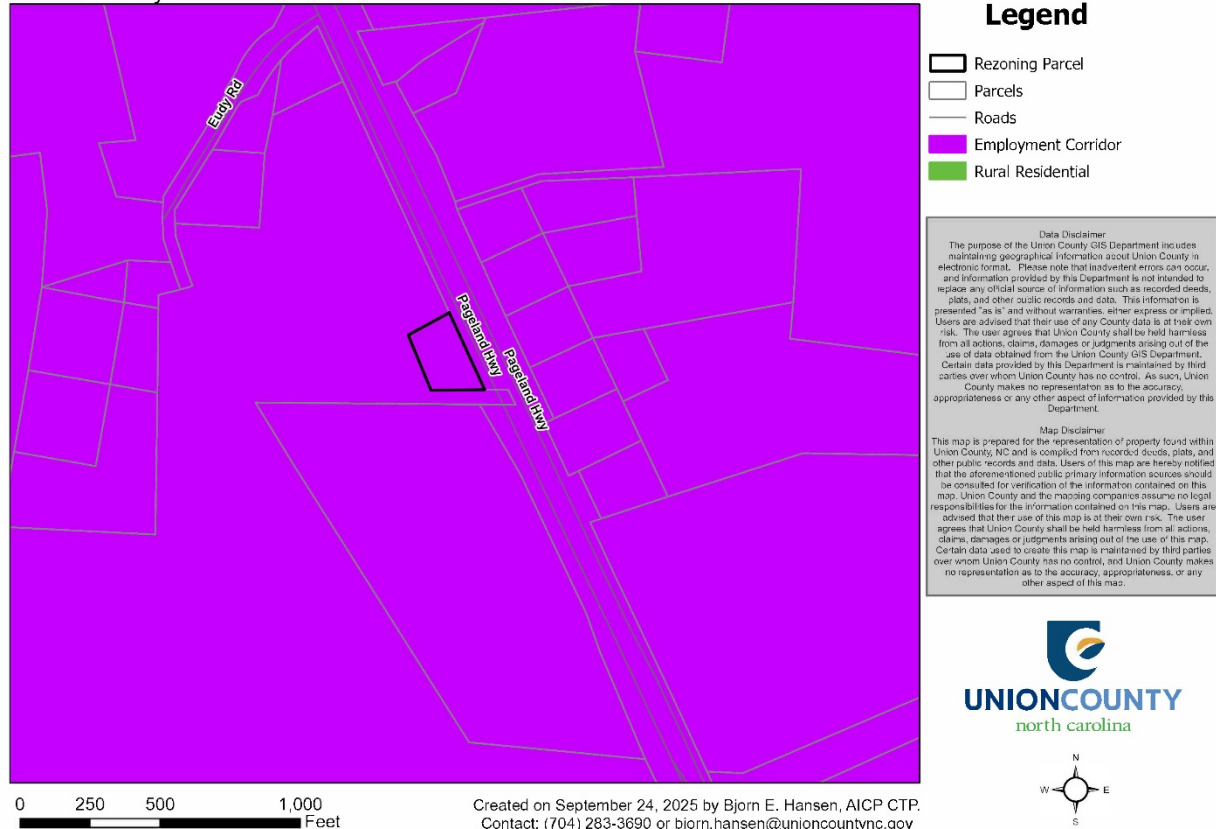
Land Use Map

Petition: 2025-RZ-010

Name: Haney

Size: 0.51 acres

Tax Parcel: 09-131-001



Public and Municipal Comments

Public Comments: A community meeting was not required since this is not a conditional rezoning request. No one spoke at the October 21 Land Use Board meeting.

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

Land Use Board Recommendation

The Land Use Board evaluated this rezoning request at its October 21, 2025, meeting. The Board recommended approval on a 5-1 vote, citing consistency with the land use map.

Staff Comments and Recommendation

This part of Union County is identified for employment uses as an overlay over rural residential and agricultural land uses. Because this is a straight rezoning request, all potential uses must be considered when making a recommendation. The small size of the parcel, lack of utilities, plus recent stormwater detention requirements result in reduced available land even before considering significant buffer and setback requirements as a percentage of the overall parcel. Any use with employees or customers would require bathrooms, necessitating septic and well being located on site, which means uses without employees may be the most appropriate uses on site. US 601 is a high-speed multi-lane corridor, and having multiple small commercial properties along the corridor, each with their own driveway, could result in an unattractive stripped environment that would reduce the utility of the highway and be inconsistent with the Employment Corridor designation. Because of these aspects of the development, staff recommend **denial** of this rezoning application.

Application for Straight Rezoning

Union County Planning Department

500 N Main Street - Suite 70
Monroe, NC 28112

T 704.283.3565

E UCPlanning@unioncountync.gov

General Information

Project Address 2916 Pageland Hwy City Monroe State NC Zip 28110

Tax Parcel ID 091 31 001 Current Zoning Designation RA40 Total Acres .51

Proposed Zoning Designation Highway Corridor Date Submitted 9/23/2025

Project Description or Intent of Rezoning

rezoning request is to allow for a self-storage facility.

Contact Information

Applicant Name Mike Haney

Address 1000 Datar Lane City Indian Trail State NC Zip 28079

Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

Property Owner Name McKagney Investments, LLC

Address Same as appicate information City [REDACTED] State [REDACTED] Zip [REDACTED]

Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

Applicant's Certification

[Signature]
Signature

9/23/2025

Date

Mike Haney/ Owner

Printed Name/Title

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

[Signature]
Signature

9/23/2025

Date

Mike Haney/ Owner

Printed Name/Title

Union County Office Use Only:

Case Number: 2025-RZ-010 Date Received: 9-24-25

Amount of Fee (\$600): BEA Fee Ok: BEA Received by: BEA

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

Letter of Intent

Date: September 23, 2025

To: Union County Planning Department
Reference: Straight Rezoning Request
2916 Pageland Hwy, Monroe NC 28110
Parcel # 091 31 001

My name is Michael Haney and I'm a long-time resident of Union County. I've recently acquired the .51-acre Pageland Highway parcel with the intention of developing a self-storage facility.

This parcel is currently zoned RA 40 and I'm requesting a straight rezoning to Highway Corridor (HC). Zoning HC appears to be consistent with the intended use fronting highway 601 (Pageland Hwy).

Sincerely,
Mike Haney
704-497-6619

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

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (RZ-2025-010) submitted by Mike Haney, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling approximately 0.51 acres appearing on the tax map as tax parcel 09-131-001 along US 601 from RA-40 to Highway Corridor (HC).

CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN) (RZ-2025-010)

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

1. The proposed use is consistent with the Plan. The Plan’s Land Use Map identifies this area as Rural Residential with an Employment Corridor overlay. The Plan provides that a variety of employment uses may be appropriate along an Employment Corridor. Development uses that may be appropriate include distribution, logistics, aeronautics, industrial, and agri-business. A rezoning to Highway Corridor would allow for many of these development uses contemplated for an Employment Corridor under the Plan..
2. The benefits to the community at large, the neighbors, and the property owners of the proposed rezoning outweigh any detriments to the neighbors and others caused by the rezoning. The benefits of this rezoning include potentially allowing for increased employment or business uses for the surrounding community to utilize, as well as developing an area designated in the Plan for development along a significant transportation corridor in the County. The potential detriments of the use established by this rezoning could include increased noise, light, and traffic exposure, as well as increased public services impacts.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE
PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE
CURRENT PLAN) (RZ-2025-010)**

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

1. Future allowed commercial use on the property under certain uses allowed in Highway Corridor districts could result in increased congestion on the roads and streets adjacent and nearby to the property. Traffic congestion is a noted concern in the Plan.
2. Certain uses allowed in a Highway Corridor zoning district are not employment uses that are contemplated uses in an Employment Corridor as identified in the Plan.
3. The proposed rezoning will facilitate ongoing and potential future industrial uses in close proximity to existing residential uses, including residential uses in areas identified as Rural Residential.

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

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

WHEREAS, Union County has received rezoning petition RZ-2025-010 submitted by Mike Haney, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling approximately 0.51 acres appearing on the tax map as tax parcel 09-131-001 along US 601 from RA-40 to Highway Corridor (HC); and

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

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

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

1. The Zoning Map is hereby amended by rezoning the parcel appearing on the tax map as tax parcel 09-131-001 along US 601 from RA-40 to Highway Corridor (HC).
2. This ordinance is effective upon adoption.

Adopted this ____ day of _____, 2025.

Chair, Union County Board of Commissioners

AFFP

RZ 2025010 Haney

Affidavit of Publication

STATE OF NC }
COUNTY OF } *Union* SS

Kimberly Cook, being duly sworn, says:

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

October 29, 2025, November 05, 2025

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

SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 5th day of November 2025.

Barbara M Daniels

Barbara M Daniels, Notary, Guilford, County, NC

My commission expires: March 06, 2025

70141233 71347183

Union County Board of County Commissioners
500 N. Main Street
Room 921
Monroe, NC 28112

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will meet on Monday, November 17, 2025, at 6:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, to conduct a public hearing and receive comments from the public on the petition set forth below.

Rezoning petition (RZ-2025-010) submitted by Mike Haney, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling approximately 0.51 acres appearing on the tax map as tax parcel 09-131-001 along US 601 from RA-40 to Highway Corridor (HC).

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

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

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

Visitor Advisory for Board of Commissioners Meetings

Due to construction on the first floor of the Government Center, the main entrance off Main Street Plaza will be closed. Throughout construction, all visitors will need to follow signs to enter and exit the facility via a temporary entrance. For meetings of the Board of County Commissioners, two temporary entrances will be available. Visitors may follow signage to a temporary entrance off Main Street Plaza (near the intersection of W. Crowell St. and N. Stewart St.) or to a temporary entrance via the ground floor of the Government Center, off N. Church Street. To learn more about the project or to view a project map, visit ucgov.info/PardonOurProgress.

Lynn G. West

Clerk to the Board

Publish on: Wednesday, October 29, 2025, and Wednesday, November 5, 2025

BOCC Motions for Proposed Amendment to the Union County Zoning Map (RZ-2025-010)

The Union County Land Use Board recommended that the Union County Board of Commissioners approve the rezoning petition (RZ-2025-010) submitted by Mike Haney, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling approximately 0.51 acres appearing on the tax map as tax parcel 09-131-001 along US 601 from RA-40 to Highway Corridor (HC).

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

Motion

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

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

Motion

(i) Deny rezoning petition RZ-2025-010 from Mike Haney; and (ii) adopt the consistency and reasonableness statement for denial.



Union County, NC

Staff Report

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

File #: 25-737

Agenda Date: 12/8/2025

TITLE:

Rezoning Petition CZ-2024-005 Secrest

INFORMATION CONTACT:

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

ACTION REQUESTED:

Approve or deny proposed rezoning

PRIOR BOARD ACTIONS:

November 17, 2025, Agenda Item 25-685, Conduct public hearing

BACKGROUND:

This case is requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres outside of road right of way appearing on the tax map as tax parcel 07-042-002A along Secrest Short Cut Road from R-20 to B-4 with Conditions. The flea market incorporated a special use permit approval as part of this rezoning. The rezoning will include the following conditions:

- 1) Limited to site plan dated August 17, 2025
- 2) Uses limited to flea market and driving school
- 3) Owner will construct improvements to Secrest Short Cut as required by NCDOT
- 4) Five-year vesting of development rights
- 5) Development will meet all requirements of the Union County Unified Development Ordinance as of the date of approval

The Land Use Board evaluated this proposal at its October 21 meeting and recommended denial on a 5-1 vote, noting flood and noise concerns. One member of the public spoke and expressed concern over noise and traffic impacts.

A public hearing was held November 17, 2025, and no one spoke for or against this proposed rezoning.

FINANCIAL IMPACT:

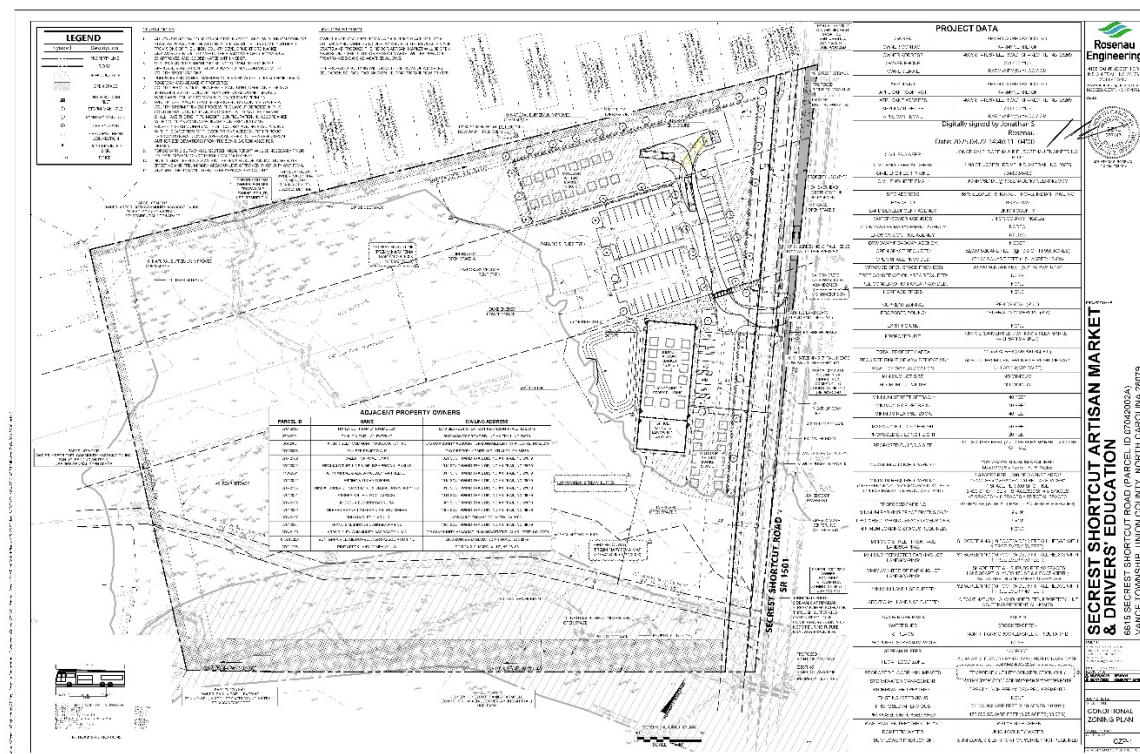
None.

Planning Staff Report - Rezoning Case # CZ-2024-005
Staff Contact: Bjorn Hansen, Senior Planner

Summary of Request

This case is requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres outside of road right of way appearing on the tax map as tax parcel 07-042-002A along Secrest Short Cut Road from R-20 to B-4 with Conditions. The flea market incorporated a special use permit approval as part of this rezoning. The rezoning will include the following conditions:

- 1) Limited to site plan dated August 17, 2025
- 2) Uses limited to flea market and driving school
- 3) Owner will construct improvements to Secrest Short Cut as required by NCDOT
- 4) Five-year vesting of development rights
- 5) Development will meet all requirements of the Union County Unified Development Ordinance as of the date of approval



Owner/Applicant

Owner: Matt Construction, Inc.
4506 Statesville Road
Charlotte, NC 28269

Applicant: Karmyne Milton
1420 Rama Road
Charlotte, NC 28211

Property Information

Location: On the southwest corner of Secrest Shortcut Road and Southwind Trail Drive. Location more specifically described as tax parcel 07-042-002A.



Municipal Proximity: The site is surrounded by Indian Trail.

Existing Land Use and Development Status: The parcel is currently zoned R-20. The site is partially cleared near the road, with the remainder in the floodplain and forested.

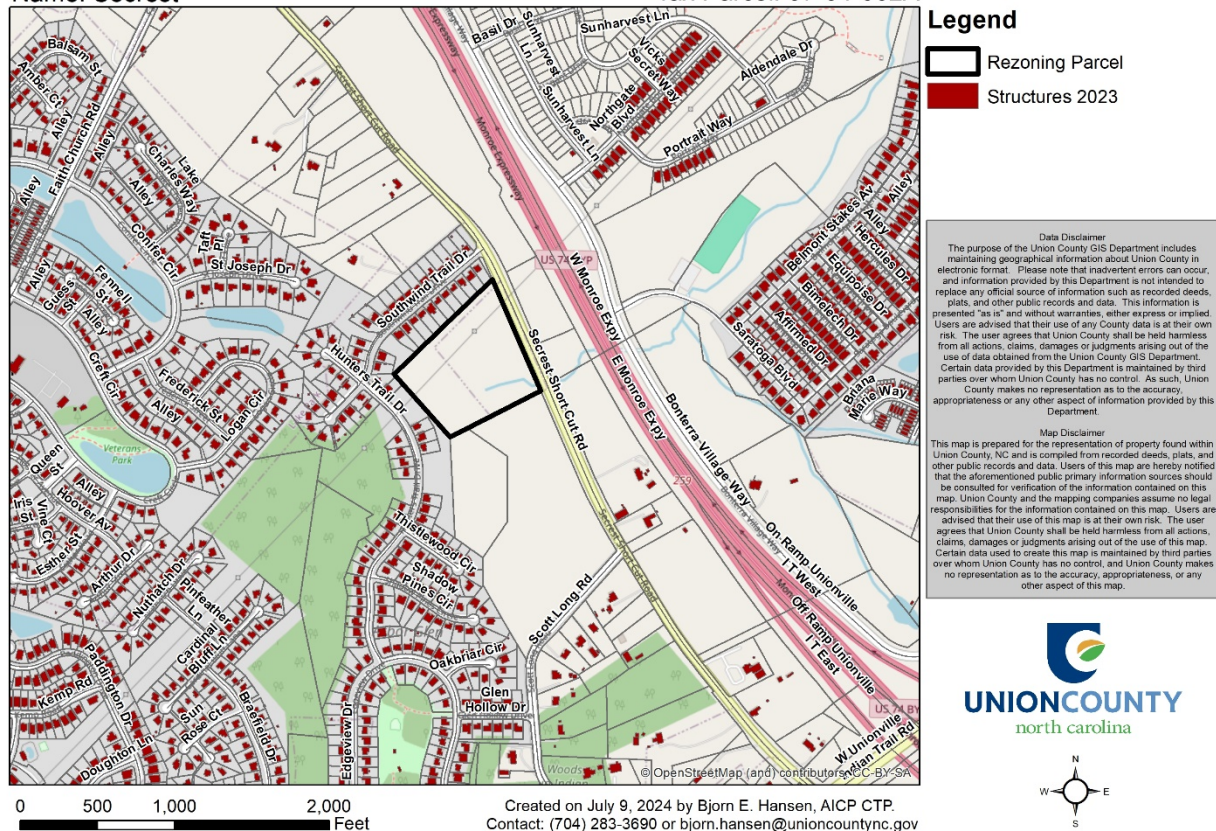
Development Status

Petition: 2024-CZ-005

Name: Secrest

Size: 12.398 acres

Tax Parcel: 07-04-002A



Environmental Features: There is a stream and significant amount of floodplain on the site. The current flood plain is shown on the following map, but the proposed updated floodplain will slightly expand the impacted area on the site. The proposed layout accommodates the new floodplain. Secrest Shortcut Road has been closed for flooding four times since 2018.

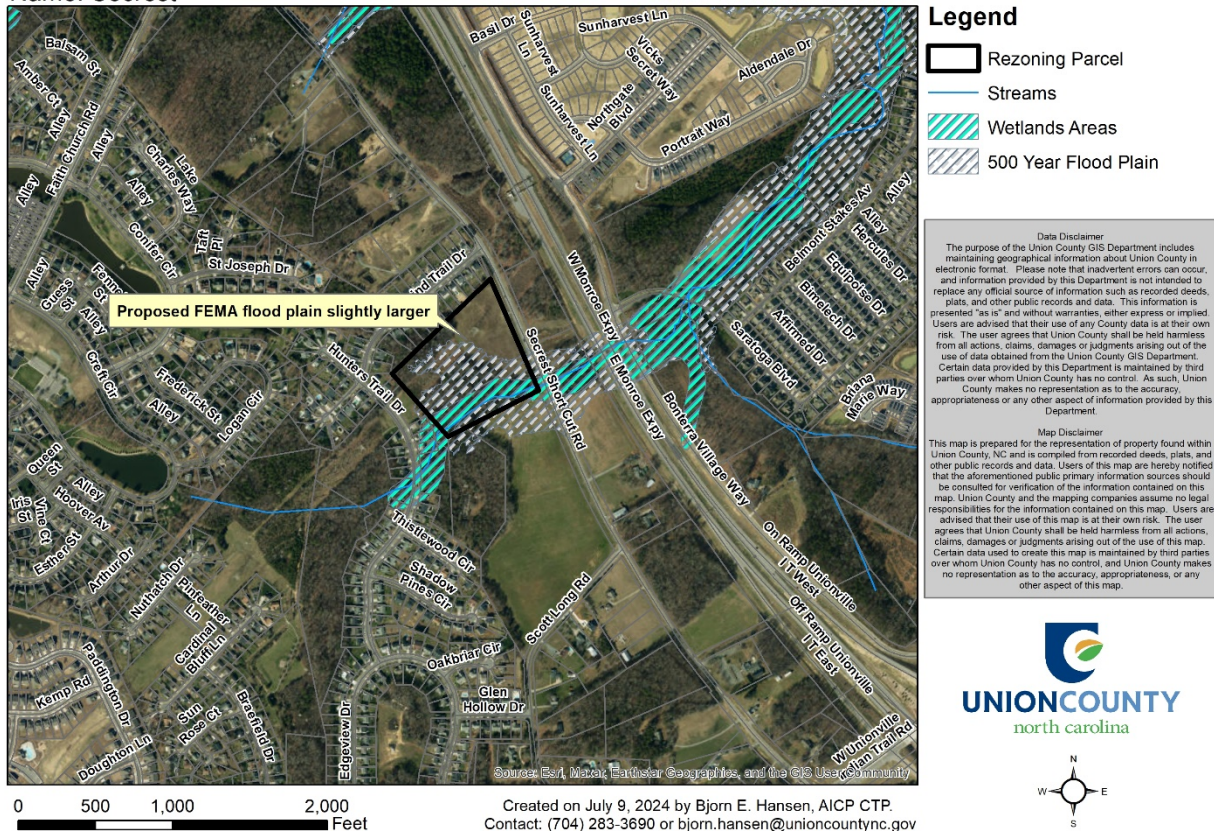
Environmental Features

Petition: 2024-CZ-005

Name: Secrest

Size: 12.398 acres

Tax Parcel: 07-04-002A



Utilities: The development will utilize Union County water and sewer service.

Zoning and Land Use History: The parcel site has been zoned R-20 since zoning was initiated in Union County. Since most development in the area has occurred inside Indian Trail, there have been few actions by Union County. There currently is a proposed rezoning to Light Industrial approximately a half mile to the north at the corner of Faith Church and Secrest Short Cut. That proposed development is inside Hemby Bridge, meaning Union County is processing the rezoning.

Transportation: This site will have access from Secret Short Cut Road. The road already includes a left turn lane, so no additional road improvements would be required as a result of this rezoning and development. Due to the variability of flea markets, it is difficult to predict traffic generation by this type of use. There is no established rate for this land use in the Institute of Transportation Engineers (ITE) trip generation manual. These types of uses have peak generation on weekends, meaning weekday impacts are minimal. The associated driver school would likewise have a small traffic impact.

unioncountync.gov

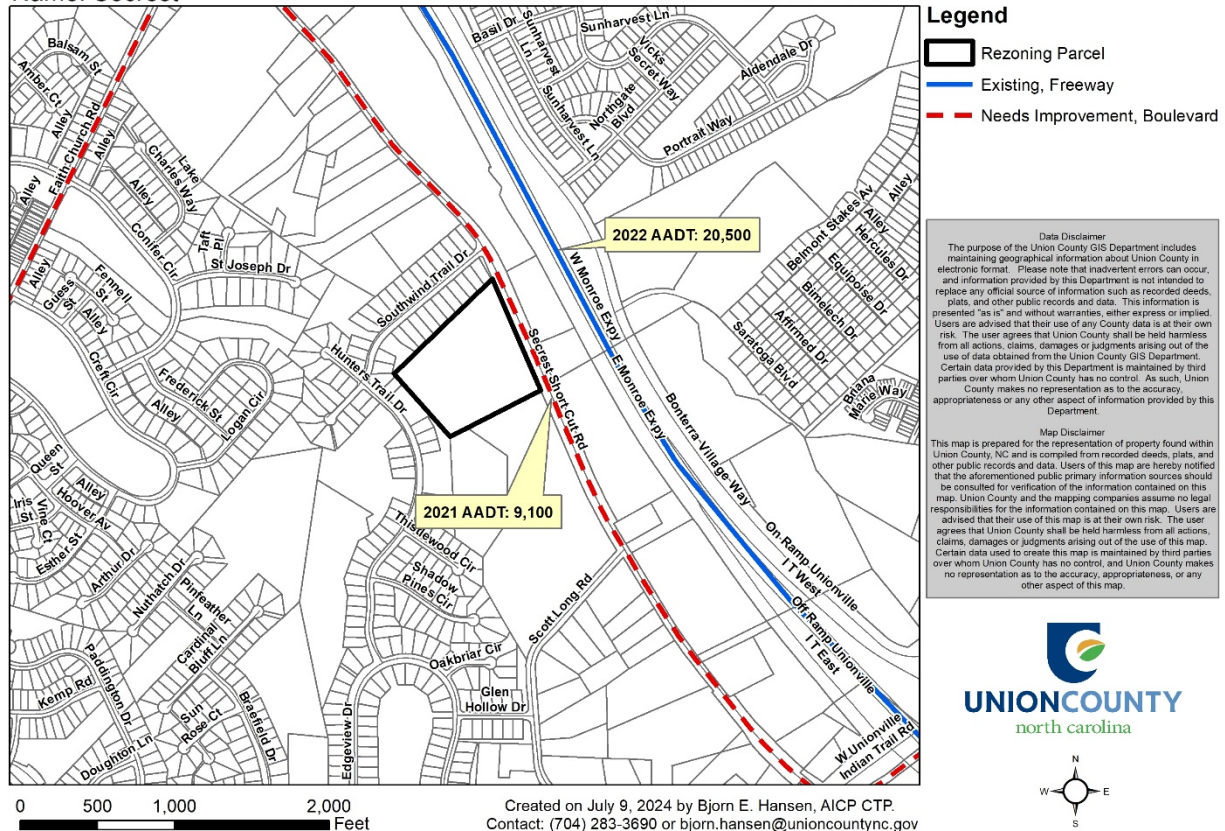
Transportation

Petition: 2024-CZ-005

Name: Secret

Size: 12.398 acres

Tax Parcel: 07-04-002A



Planning Documents

Union County Comprehensive Plan: The Union County 2050 comprehensive plan identifies this area as an Employment Corridor overlaid upon a Transition Zone. The proposed retail and service uses are therefore considered appropriate, although the amount of retail should be limited due to traffic impacts along the corridor. The flea market uses proposed under B-4 require a special use permit, which can be incorporated into the rezoning. The applicant has stated in their application, submitted documentation or staff have concluded through a site plan review that it meets the five findings of fact necessary for a special use permit:

1. The proposed use and development comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use.
2. The proposed development will not materially endanger the public health or safety.

3. The proposed development will not substantially injure the value of abutting property, or is a public necessity.
4. The proposed development will be in harmony with the area in which it is located.
5. The proposed development will be in general conformity with the comprehensive plan.

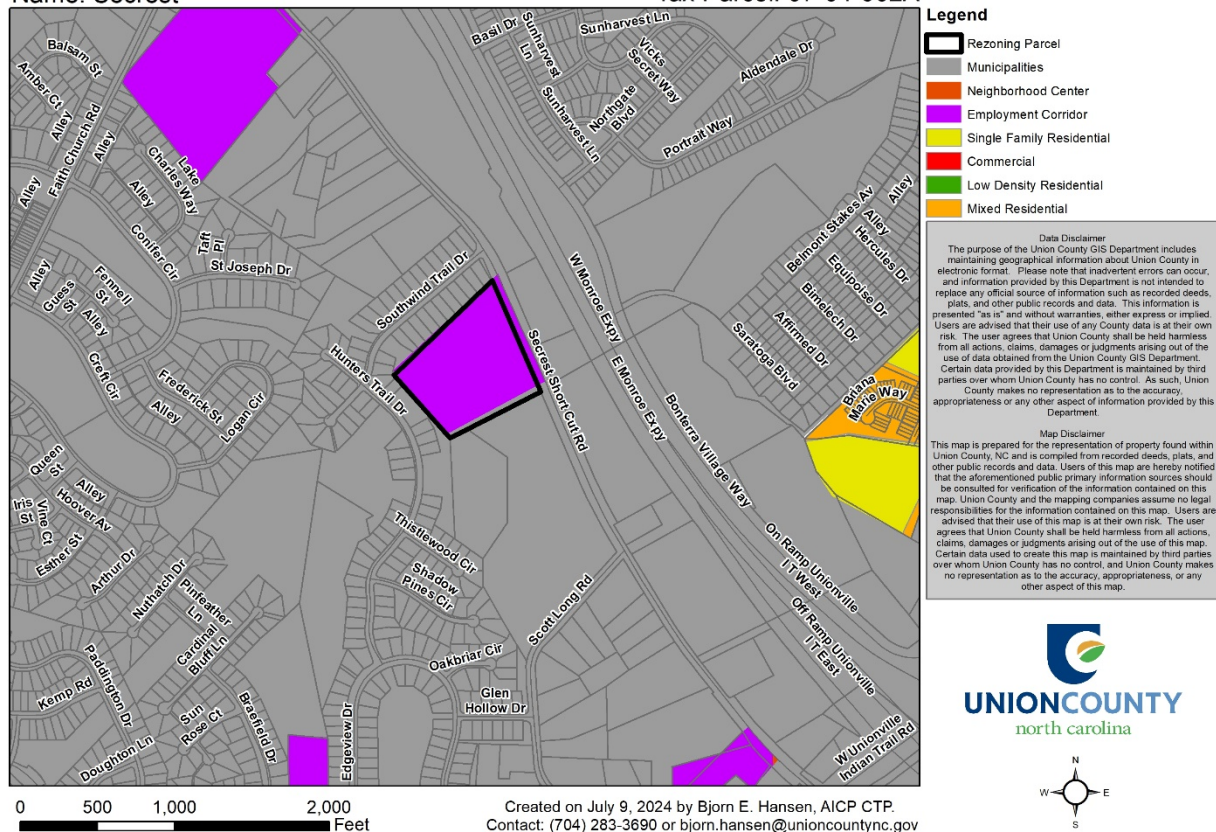
Land Use Map

Petition: 2024-CZ-005

Name: Secrest

Size: 12.398 acres

Tax Parcel: 07-04-002A



Public and Municipal Comments

Public Comments: A community meeting was held July 31, 2025. Eleven residents attended and had questions and concerns over buffering, business plan for flea market, proximity of driveway to nearby neighborhoods, and flooding on Secrest Short Cut Road.

One resident spoke at the October 21, 2025, Land Use Board meeting. They expressed concern over noise and traffic impacts. Two residents have emailed letters of support for the rezoning.

Municipal Comments: Indian Trail, Hemby Bridge, and Lake Park were consulted and had the following comments:

Indian Trail: Indian Trail has had multiple conversations with the property owners and various potential buyers due to it being in a doughnut hole area. We provided several options for development of the property (several residential options & light industrial options). The floodplain and utility easements consume most of the lot and the options are limited by those factors regardless of the land use. The Secret Shortcut Small area plan that the Town and the County adopted calls for this parcel to be medium density residential and open space/environmentally sensitive. The Town of Indian Trail's Comprehensive plan calls for the same as well. The Town of Indian Trail strongly opposes this request and especially with the limited amount of information provided.

Hemby Bridge: We really appreciate your willingness to involve surrounding municipalities for input as it will definitely affect all of us. As far as Hemby Bridge, we have experienced numerous requests for commercial zoning in the past couple of years, which has forced the board to draw a hard line against rezoning, especially from residential to commercial located in residential areas. The town would request that the county to deny the rezoning.

Lake Park: The Village of Lake Park is not in favor of the rezoning due to traffic concerns.

Land Use Board Recommendation

The Land Use Board reviewed this proposal and recommended denial on a 5-1 vote its October 21, 2025, meeting, citing flooding concerns and proximity to residential areas.

Staff Comments and Recommendation

This part of Union County is identified for employment uses as an Employment Corridor overlay over a Transition Zone. Because this is a non-residential request, the Employment Corridor recommendations apply. Employment Corridors have access to transportation infrastructure such as railways, airports and major roads, and have available land with close proximity to similar uses. Employment Corridors connect employment nodes and other large job centers throughout the County and neighboring counties. A variety of employment uses may be appropriate along these corridors. The proposed retail uses are appropriate in limited frequency, and the driving school is appropriate within the overlay. The proposed site plan meets the requirements of the Unified Development Ordinance and the uses are consistent with the adopted plan. **Because of these aspects of the development, staff recommend approval of this rezoning application.**

Application for Conditional Rezoning

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

UPDATED INFORMATION

General Information

Project Address 6615 Secrest Shortcut Rd City Indian Trail State NC Zip 28079

Tax Parcel ID 07042002A Current Zoning Designation R-20 Total Acres 11.9580

Proposed Zoning Designation B-4 Date Submitted 3-28-25

Contact Information

Applicant Name Karmyne Milton

Address 1420 Rama Rd City Charlotte State NC Zip 28211

Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

Property Owner Name Matt Construction Inc.

Address 4506 STATESVILLE RD City CHARLOTTE State NC Zip 28269

Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

Applicant's Certification

[Signature]
Signature

03/28/2025
Date

Karmyne Milton/Authorized Agent
Printed Name/Title

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

[Signature]
Signature

03/28/2025
Date

Mehmet Ilik/owner
Printed Name/Title

Union County Office Use Only:

Case Number: 2024-CZ-005 Date Received: 3-28-25

Amount of Fee: N/A Fee Ok: [Signature] Received by: [Signature]
Change of applicant

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



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

BEN BARRY

TELEPHONE (704) 996-8945

hasben@carolina.rr.com

July 3, 2024

PROJECT : Rezone 11 acre site on Secrest Shortcut Road from R20 to B4 ~~HC~~ (tbd)
(See attached Site Plan)

CLIENT : Mehmet Ilik – purchaser (pending)

CURRENT

OWNERS : Amy R. Cline and Annette R. Mills

PROPOSED USE : Flea Market on Weekends – Driving School weekdays

More than half of the property is currently Flood Plain – see attachment- and there is a large Power Line Right of Way dividing the useable portion. A large part of the useable portion across the power R/W is wooded and proposed to remain so. The proposal is for a remaining useable portion to be used for overflow parking.

Two entrance/exit drives are proposed off of Secrest Shortcut Road – one to the main parking and one to an overflow area. There are existing turn lanes to each driveway entrance, although the turns need to be re-stripped to serve the opposite direction.

The proposed areas to be rezoned =	26,657 sf - overflow parking
(areas are approximate,	9,884 sf - power R/W crossing
subject to survey)	41,155 sf - building + parking

The current plan is construct a building (probably metal building) of approximately 9,600 square feet (or what area is feasible) to provide necessary toilets, an office, and covered vendor spaces. Other outdoor spaces will be available to vendors on weekends as needed.

Ben Barry
(704) 996-8945
ben@thebigride.org

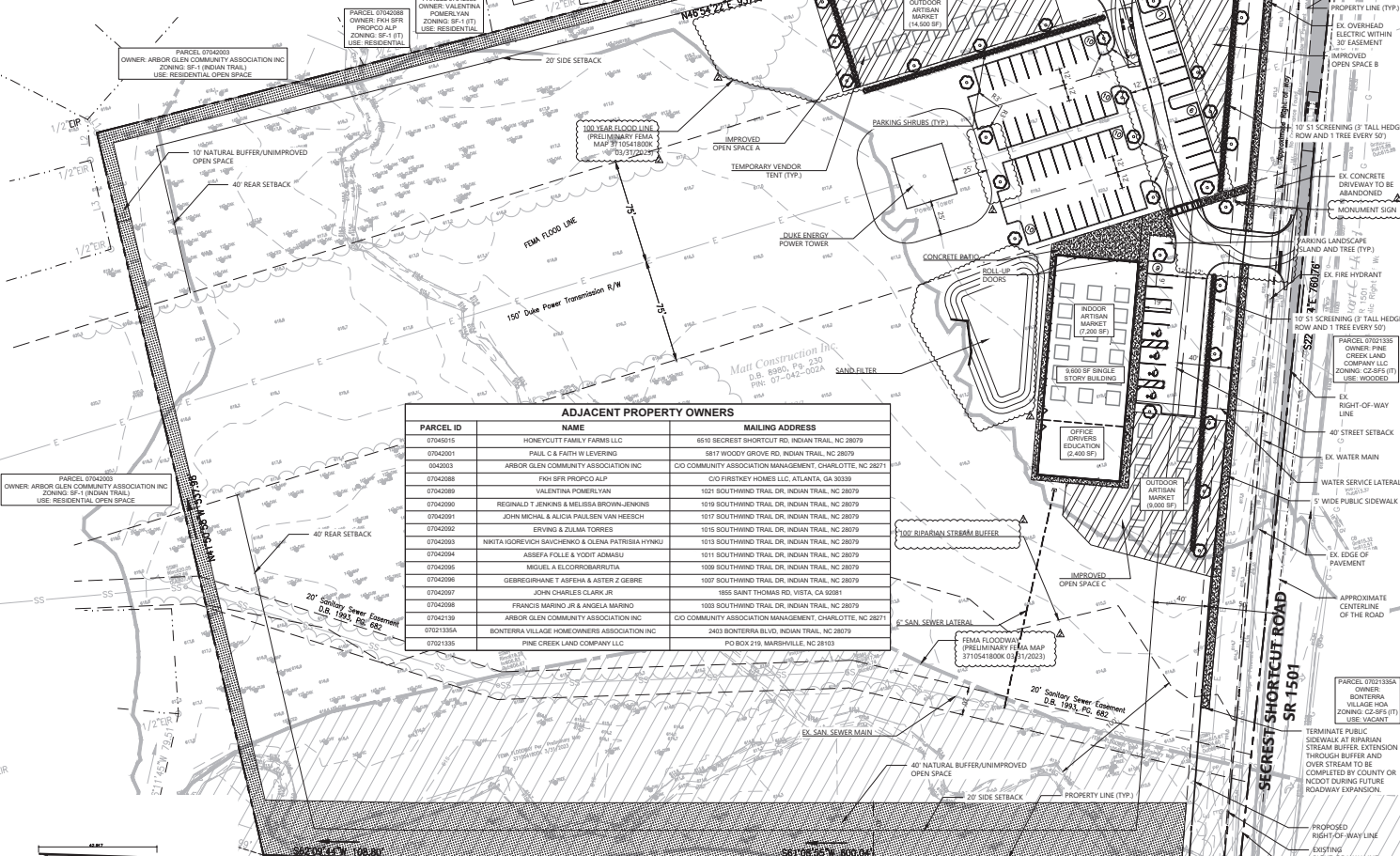
LEGEND	
Symbol	Description
---	PROPERTY LINE
---	R.O.W.
---	NEW CONCRETE
---	OPEN SPACE
---	DITCH BOTTOM
---	INLET
---	STORM MANHOLE
---	SANITARY MANHOLE
---	FIRE HYDRANT
---	FIRE DEPARTMENT CONNECTION
---	POST MOUNTED SIGN
---	FENCE

- GENERAL NOTES:**
- ALL CONSTRUCTION TO BE CONDUCTED IN COMPLIANCE WITH UNION COUNTY STANDARDS AND SPECIFICATIONS. SITE PLAN WILL FULLY COMPLY WITH ALL PROVISIONS OF THE UNION COUNTY DEVELOPMENT ORDINANCE.
 - ANY WORK CONDUCTED WITHIN THE ROADWAY RIGHT OF WAY MUST BE APPROVED AND COORDINATED WITH NCDOT.
 - SHRUBS AND TREES SHOULD BE SELECTED FROM THE COUNTY'S APPROVED VEGETATION LIST AND PLANTED IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
 - DUMPSTERS AND OTHER TRASH/RECYCLE RECEPTACLES TO BE SCREENED FROM ROADWAY AND ADJACENT PROPERTIES.
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 - PROPERTY SHALL COMPLY WITH ALL COUNTY ZONING REGULATIONS WITH THE EXCEPTION OF THE CONDITIONS AGREED UPON THROUGH THIS CONDITIONAL ZONING APPROVAL. REFER TO THE AGREED UPON AUTHORIZED DEVIATIONS FROM THE ZONING ORDINANCE FOR DETAILS.
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DEVELOPMENT VISION:

OWNER ENVISIONS PROPERTY AS A GATHERING PLACE FOR LOCAL ARTISANS AND FARMERS TO DISPLAY AND SELL THEIR LOCALLY MADE CRAFTS AND PRODUCE. THE INDOOR ARTISAN MARKET WILL BE OPEN YEAR ROUND. THE OUTDOOR ARTISAN MARKET WILL BE OPEN ON PREARRANGED DAYS AS WEATHER ALLOWS.

THE PROPOSED BUILDING WILL ALSO BE THE HOME OF A DRIVERS EDUCATION SCHOOL, FOCUSING ON HELPING PREPARE NEW DRIVERS.



ADJACENT PROPERTY OWNERS		
PARCEL ID	NAME	MAILING ADDRESS
07040115	HONEYCUTT FAMILY FARMS LLC	8916 SECRET SHORTCUT RD, INDIAN TRAIL, NC 28079
0704001	PAUL C & FAITH W LEVERING	8817 WOODCROVE RD, INDIAN TRAIL, NC 28079
064003	ARBOR GLEN COMMUNITY ASSOCIATION INC	CO COMMUNITY ASSOCIATION MANAGEMENT, CHARLOTTE, NC 28271
0704008	PKH SPR PROPCO ALP	C/O FIRSTKEY HOMES LLC, ATLANTA, GA 30339
0704009	VALENTINA POMERILYAN	1021 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704000	REGINALD T JENKINS & MELISSA BROWN-JENKINS	1019 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704001	JOHN MICHAEL & AUCIA PAULSEN VAN HEESCH	1017 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704002	ERVING & JULIA TORRES	1015 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704003	NKITA IGOROVICH SAVCHENKO & OLGA PATRISIYA HYNNUK	1013 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704004	ASSEFA POLLE & YODIT ADAMSU	1011 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704005	MIGUEL A ELGORROBARRUTIA	1009 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704006	GEORGINAHE T ASFEHA & ASTER Z GERBE	1007 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704007	JOHN CHARLES CLARK JR	1005 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704008	FRANCIS MARINO JR & ANGELA MARINO	1003 SOUTHWIND TRAIL DR, INDIAN TRAIL, NC 28079
0704139	ARBOR GLEN COMMUNITY ASSOCIATION INC	CO COMMUNITY ASSOCIATION MANAGEMENT, CHARLOTTE, NC 28271
0702135A	BONTERIA VILLAGE HOMEOWNERS ASSOCIATION INC	2403 BONTERIA BLVD, INDIAN TRAIL, NC 28079
0702135	PINE CREEK LAND COMPANY LLC	PO BOX 216, MARSHVILLE, NC 28103

PROJECT DATA	
OWNER:	KEMPO CORPORATION INC.
OWNER CONTACT:	KARMYNE MILTON
OWNER ADDRESS:	4506 STATESVILLE ROAD, CHARLOTTE, NC 28269
OWNER PHONE:	704-605-2124
OWNER EMAIL:	KARMYNE@YAHOO.COM
APPLICANT:	KEMPO CORPORATION INC.
APPLICANT CONTACT:	KARMYNE MILTON
APPLICANT ADDRESS:	4506 STATESVILLE ROAD, CHARLOTTE, NC 28269
APPLICANT PHONE:	704-605-2124
APPLICANT EMAIL:	KARMYNE@YAHOO.COM
Digitally signed by Jonathan S. Rosenau Date: 2025.08.22 14:40:11 -0400	
CIVIL ENGINEER:	JONATHAN S. ROSENAU, P.E., ROSENAU ENGINEERING, PLLC
CIVIL ENGINEER ADDRESS:	4108 ST. JOSEPH DRIVE, INDIAN TRAIL, NC 28079
CIVIL ENGINEER PHONE:	704-893-5482
CIVIL ENGINEER EMAIL:	JONROSENAU@ROSENAUENGINEERING.COM
SITE ADDRESS:	6615 SECRET SHORTCUT ROAD, INDIAN TRAIL, NC
PARCEL ID:	0704002A
LAND DEVELOPMENT AGENCY:	UNION COUNTY
WATERSEWER AGENCIES:	UNION COUNTY; NCDEQ
STORMWATER MANAGEMENT AGENCY:	NCDEQ
EROSION CONTROL AGENCY:	NCDEQ
DRIVEWAY/ROADWAY AGENCY:	NCDOT
OPEN SPACE REQUIRED:	52,089 SQUARE FEET (8.10% OF 11,958 ACRES)
OPEN SPACE PROVIDED:	67,120 SQUARE FEET (1.54 ACRES, 12.9%)
IMPROVED OPEN SPACE PROVIDED:	26,630 SQUARE FEET (0.61 ACRES, 5.1%)
TREE CONSERVATION AREA REQUIRED:	NONE
TREE CONSERVATION AREA PROVIDED:	NONE
HERITAGE TREES:	NONE
CURRENT ZONING:	RESIDENTIAL (R-20)
PROPOSED ZONING:	GENERAL COMMERCIAL (B-4)
EXISTING USE:	NONE
PROPOSED USE:	OFFICE (DRIVERS EDUCATION) & FLEA MARKET (ARTISAN MARKET)
TOTAL PROPERTY AREA:	11,958 ACRES (520,890 SQ. FT.)
REQUIRED RIGHT-OF-WAY DEDICATION:	50 FOOT FROM CENTERLINE OF RIGHT-OF-WAY
RIGHT-OF-WAY DEDICATION:	0.44 AC (19,850 SQ. FT.)
MINIMUM LOT SIZE:	NO MINIMUM
MINIMUM LOT WIDTH:	NO MINIMUM
MINIMUM STREET SETBACK:	40 FEET
MINIMUM SIDE SETBACK:	20 FEET
MINIMUM REAR SETBACK:	40 FEET
MAXIMUM BUILDING HEIGHT:	50 FEET
PROPOSED BUILDING HEIGHT:	20 FEET
PROPOSED BUILDING SIZE:	9,600 SQUARE FEET (7,200 SF FLEA MARKET; 2,400 SF OFFICE)
MAXIMUM ALLOWED PARKING:	25% ABOVE MINIMUM REQUIRED 55 SPACES + 125% = 69 SPACES
MINIMUM REQUIRED PARKING:	2 SPACES PER 1,000 SF MARKET AREA* 23,500 SF ÷ 2 SPACES/1,000 SF = 47 SPACES* 1 SPACE PER 300 SF OFFICE 2,400 SF OFFICE ÷ 1 SPACE/300 SF = 8 SPACES 47 SPACES + 8 SPACES = 55 TOTAL SPACES
PROPOSED PARKING:	62 SPACES (WITH AT LEAST 3 ACCESSIBLE SPACES)
MINIMUM PARKING SPACE DIMENSIONS:	9'x19'
PROPOSED PARKING SPACE DIMENSIONS:	9'x19'
MINIMUM LOADING SPACE DIMENSIONS:	NONE
MINIMUM STREET FRONTAGE LANDSCAPING:	S1 SCREENING (10 FOOT WIDE; 3 FT TALL HEDGE WITH 1 TREE EVERY 50 FEET)
MINIMUM PERIMETER PARKING LOT LANDSCAPING:	S1 SCREENING (10 FOOT WIDE; 3 FT TALL HEDGE WITH 1 TREE EVERY 50 FEET)
MINIMUM INTERIOR PARKING LOT LANDSCAPING:	1 SHADE TREE & 4 SHRUBS PER 10 SPACES; LANDSCAPE ISLANDS 150 SF & 8 FOOT WIDTH; LANDSCAPE ISLAND EVERY 10 SPACES
MINIMUM LAND USE BUFFER:	S2 SCREENING (10 FOOT WIDE; 5 FT TALL HEDGE WITH 1 TREE EVERY 40 FEET)
ADDITIONAL LAND USE BUFFER:	10 FOOT NATURAL ALONG NORTHERN PROPERTY LINE ABUTTING RESIDENTIAL HOMES
MAJOR RIVER BASIN:	YADKIN
WATERSHED:	CROOKED CREEK
STREAMS:	NORTH FORK CROOKED CREEK TRIBUTARY B
PROPOSED STREAM IMPACTS:	NONE
STREAM BUFFER:	100 FOOT
FEMA FLOOD ZONE:	ZONE AE: CID 370234 PANEL 5418; PRELIMINARY DATE: MARCH 2024
PROPOSED FLOODPLAIN IMPACTS:	ATTENTION: 10'-15'-20'-YEAR STORMWATER EVENTS
STORMWATER MANAGEMENT:	TEMPORARY UTILITY CONSTRUCTION ONLY
STORMWATER TREATMENT:	TREAT 1-INCH PER NCDEQ REQUIREMENTS
EXISTING IMPERVIOUS:	NONE
PROPOSED IMPERVIOUS:	52,000 SQUARE FEET (1.19 ACRES, 10.0%)
PROPOSED DISTURBED AREA:	172,000 SQUARE FEET (3.96 ACRES, 33.02%)
WASTEWATER TREATMENT PLANT:	TWELVE MILE CREEK
DOMESTIC WATER:	UNION COUNTY WATER
SUNFLOWER PROTECTION:	SUNFLOWER IDENTIFICATION SURVEY NOT REQUIRED

Rosenau Engineering

4108 SAINT JOSEPH DR
INDIAN TRAIL, NC 28079
www.rosenau-engineering.com
NCBES CERT. NO. P-1789

PROJECT NAME:
SECRET SHORTCUT ARTISAN MARKET & DRIVERS' EDUCATION
6615 SECRET SHORTCUT ROAD (PARCEL ID 0704002A)
VANCE TOWNSHIP, UNION COUNTY, NORTH CAROLINA 28079

CLIENT:
KEMPO CORPORATION INC
4506 STATESVILLE ROAD
CHARLOTTE, NC 28269
KARMYNE@YAHOO.COM

DATE: 8/22/2025
SHEET NO.: 001 OF 001
SHEET TITLE:
CONDITIONAL ZONING PLAN

SCALE: 1" = 50'
SHEET NO.:
CZP-1

© ROSENAU ENGINEERING, PLLC

July 11, 2025

Mehmet Ilik
ilikmehmet00@gmail.com

RE: Impact Study – Proposed Flea Market (Artisan Market) and Office Building, Secrest Short Cut Road, Union County, NC.

Dear Mr. Ilik:

At your request, we have prepared a summary of our findings relating to an impact study of surrounding developments for a proposed flea market and office building development. The study evaluates real estate transactions for comparable properties near the same or a similar use elsewhere to determine if the development will harm property values.

Our analysis focuses on whether the proposed development will injure the value of surrounding property. To determine the impact, if any, the consultant focuses research on a neighborhood overview as well as an analysis on the proposed development's conformity with the surrounding neighborhood. We then research similar developments with adjacent or nearby sales and then compare those sales to similar sales further away. This attempts to isolate any potential influence from the development.

In order to assess conformity with the surrounding neighborhood, we have researched the future land use plan for the subject's neighborhood and nearby proposed developments.

We also compare sales on adjacent properties to those for non-adjacent properties and then analyze the results. It is noted that when selecting data to analyze, we select comparable developments that also include a flea market development. We have also selected other more intensive commercial uses such as car washes and collision centers. The best available data was selected and included in this study.

PROPOSED DEVELOPMENT

The subject property will be a Flea/Artisan Market and Office Building on an 11.859-acre tract at 6615 Secrest Short Cut Road in Indian Trail, Union County, NC. The property is currently mostly vacant except for a Duke Energy Power Tower and a 150' wide easement bisects the property.

The property is planned for a 9,600 square foot indoor artisan market to include a 7,200 square foot flea market and a 2,400-square-foot office area to be used for a driving school. It will have 63 spaces for parking.

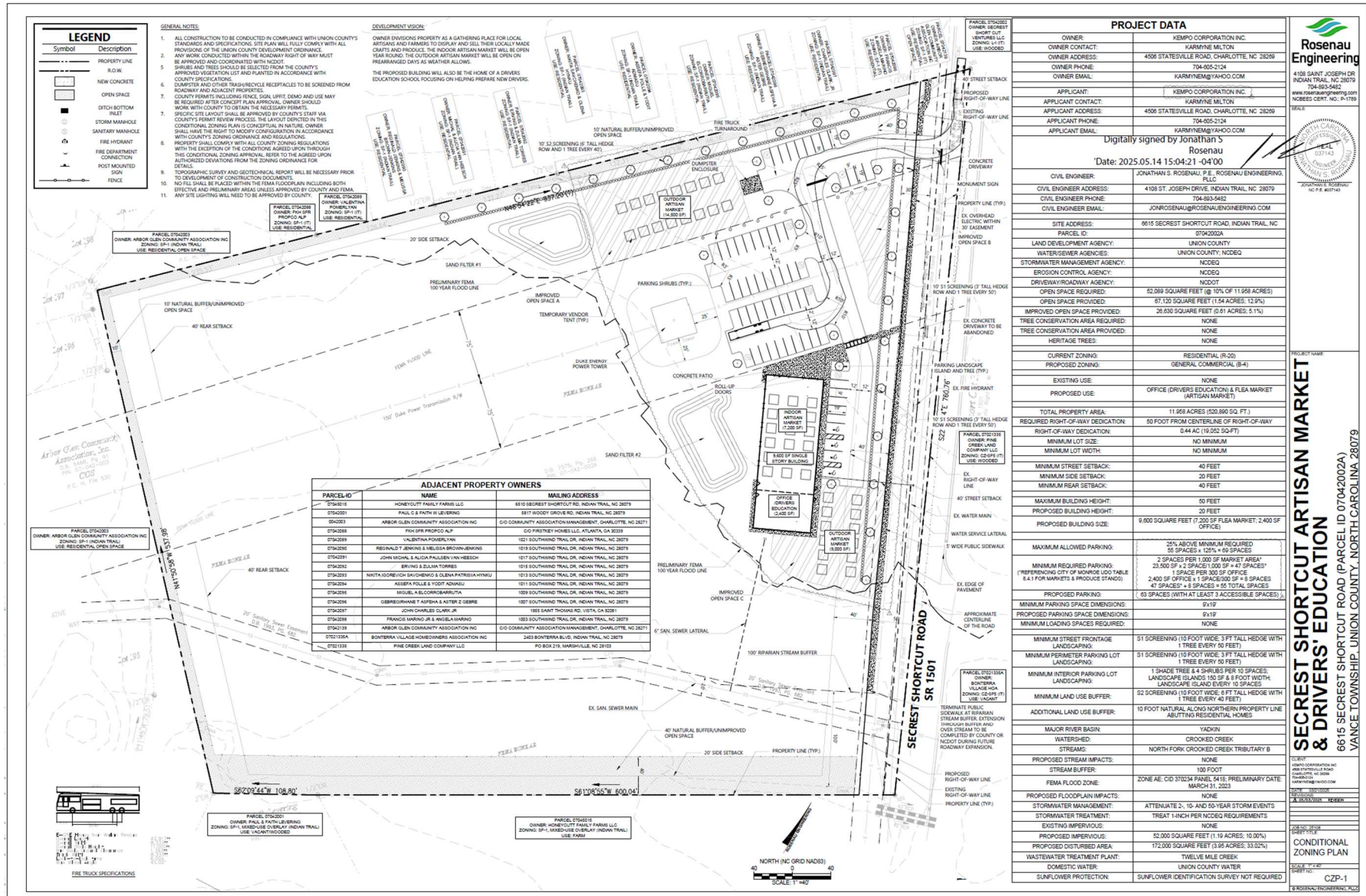
Currently the closest homes are 90 feet away or more from the property line. The development includes a 10-foot natural buffer followed by a 10-foot screening buffer including 6' hedges and trees every 40 feet. The proposed outdoor parking and the outdoor artisan market area are on the other side of the buffers from the homes. The proposed office and market building is over 300 feet away from any homes.

Surrounding uses include vacant farmland, woodland, HOA land and single family homes generally ranging between 1,800 and 3,000 square feet and built in the early 2000's. Recent sales are near \$400,000.

An aerial, site plan, photographs and area map are shown to follow.



AERIAL



DEVELOPMENT VISION:

OWNER ENVISIONS PROPERTY AS A GATHERING PLACE FOR LOCAL ARTISANS AND FARMERS TO DISPLAY AND SELL THEIR LOCALLY MADE CRAFTS AND PRODUCE. THE INDOOR ARTISAN MARKET WILL BE OPEN YEAR ROUND. THE OUTDOOR ARTISAN MARKET WILL BE OPEN ON PREARRANGED DAYS AS WEATHER ALLOWS.

THE PROPOSED BUILDING WILL ALSO BE THE HOME OF A DRIVERS EDUCATION SCHOOL FOCUSING ON HELPING PREPARE NEW DRIVERS.

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11. ANY SITE LIGHTING WILL NEED TO BE APPROVED BY COUNTY.

PARCEL 07042

CONDITIONAL ZONING PLAN DETAILS



FRONTAGE FACING NORTH



FRONTAGE FACING SOUTH



VIEW OF SITE



VIEW OF SITE



DUKE POWER TOWER AND SUBJECT INTERIOR



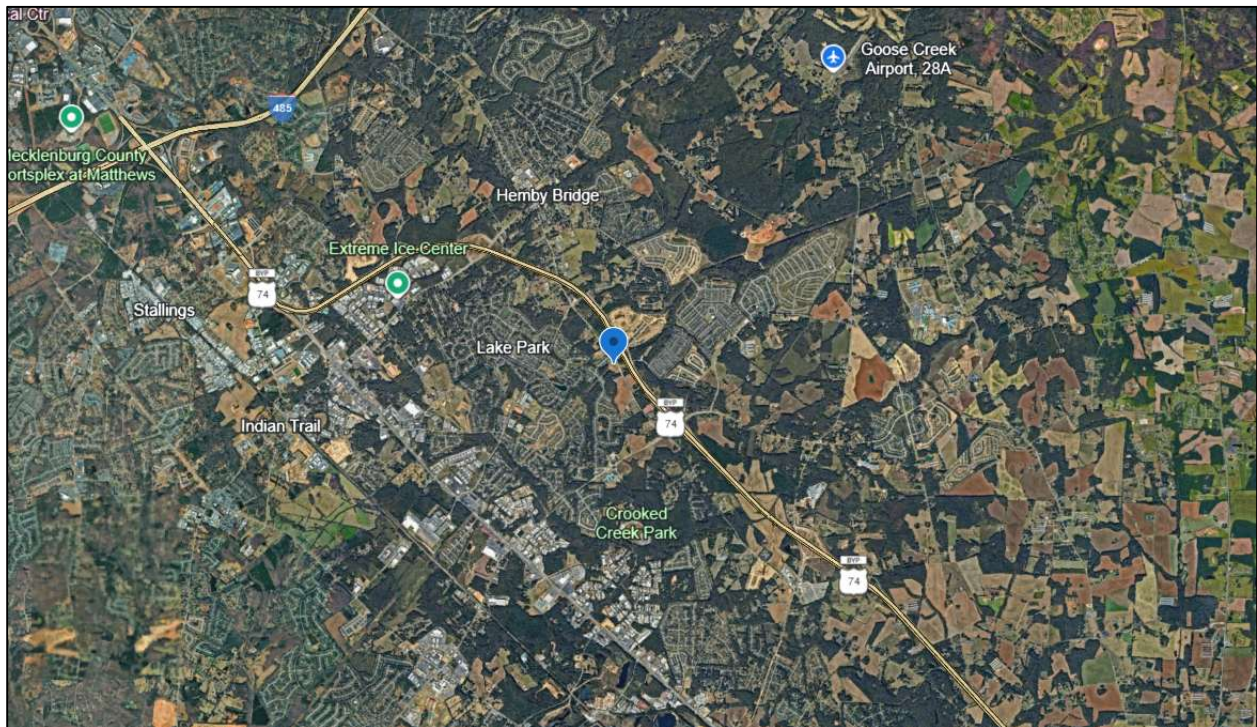
**REAR OF ADJACENT BOWLING ALLEY AND
SUBJECT SITE**



**VIEW OF TYPICAL HOME ADJACENT TO
SUBJECT**



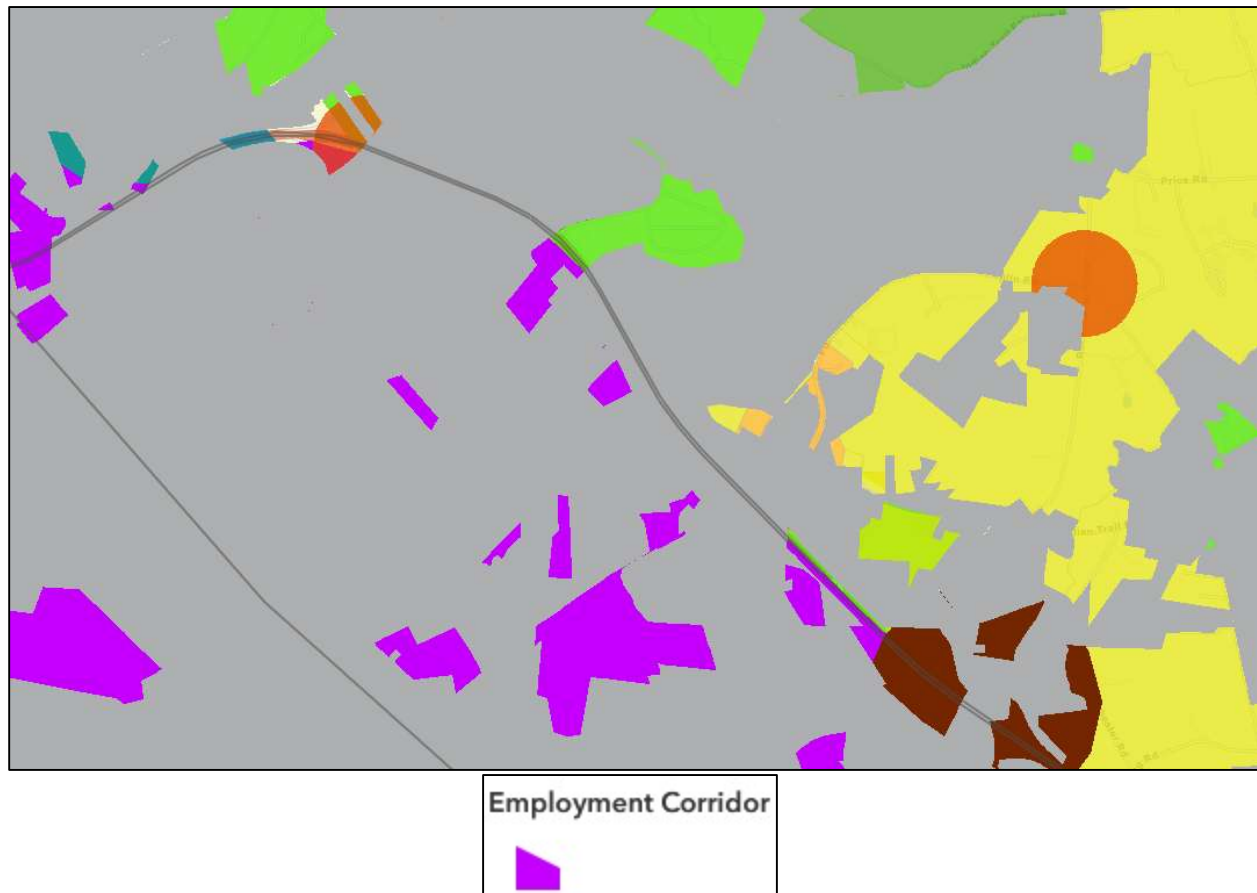
**VIEW OF SITE THROUGH EASEMENT AREA
FROM ADJACENT NEIGHBORHOOD**



AREA MAP

Union County 2050 Future Land Use Plan

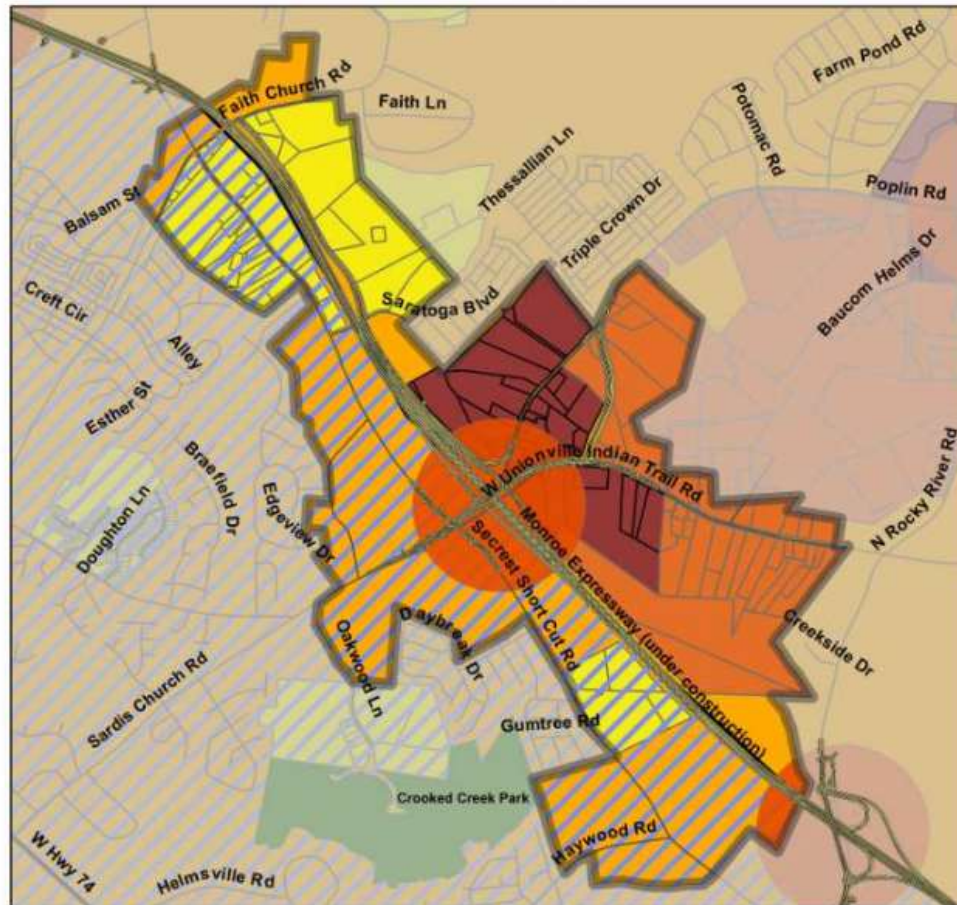
Union County’s 2050 Land Use Plan serves as a guide for land use and development over the next 25 years. The plan will guide decisions affecting physical development and redevelopment within its planning jurisdictions. The close-ups of the subject area highlighted as “Employment Corridor” and are shown to follow.



Secret Short Cut Small Area Land Use Plan

The Secret Short Cut Land Use Plan serves as a guide for land use and development for the subject area. The subject area is highlighted as “Employment Corridor” and/or “Mixed Residential” and are shown to follow.

Secret Short Cut Small Area Plan Land Use Plans



Legend

- Monroe Expressway
- ▭ Study Area Boundary
- ▭ Neighborhood Center - Union County
- ▭ Employment Corridor - Union County
- ▭ Medium Density Residential - Indian Trail
- ▭ Mixed Use - Indian Trail
- ▭ Traditional Neighborhood Devt - Indian Trail
- ▭ Mixed Residential - Union County

Note: The Secret Short Cut Small Area Plan is a joint effort of Indian Trail and Union County to identify land uses and infrastructure most appropriate for the area in light of a significant change in access and mobility due to the proximity of the interchange with the Monroe Expressway.



0 2,000 4,000 Feet



Created on January 4, 2018 by Bjorn E. Hansen, AICP CTP.
Contact: (704) 283-3690 or bjorn.hansen@co.union.nc.us

SECREST SHORT CUT SMALL AREA PLAN SHOWING SUBJECT AS AN EMPLOYMENT CORRIDOR AND/OR MIXED-RESIDENTIAL

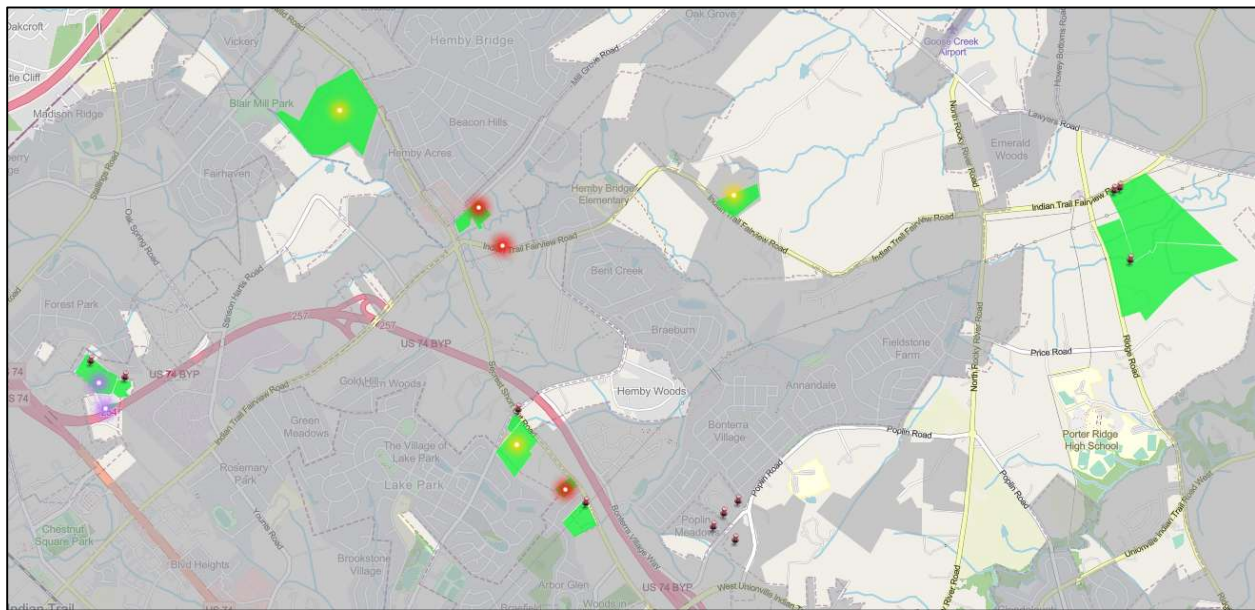
*Future Land Use Plan
and Small Area Plan
Conclusions*

The subject is designated for “Employment Corridor and/or “Mixed Residential” development in the plans. The proposed development appears consistent with the land use plans.

**Area Proposed
and Approved
Developments**

When evaluating the growth patterns of the subject’s neighborhood, we also consider proposed and approved developments.

Recently a church, a manufacturing plant, a sewer plant and subdivisions were approved in the subject area. Currently, a tow truck lot is proposed northeast of the subject at Secret Short Cut Road and Faith Church Road adjacent to the proposed Enclave, 18-lot subdivision.



PROPOSED OR APPROVED DEVELOPMENTS NEAR SUBJECT

*Area Development
Conclusions*

The subject area is growing, which indicates an increased demand for commercial development in the subject’s immediate neighborhood. Therefore, it is our opinion that the subject’s proposed use conforms with the growth patterns of the subject’s immediate neighborhood.

Sales of Properties Near Comparable Developments

We have analyzed sales in the past years of homes that are abutting a flea market development and sales that are not. The data indicates there is no detrimental impact or loss in value for home values that are closer to the development than similar homes in the same neighborhood. While efforts to include the most similar properties were made, we recognize that there are various influencing characteristics on value, other than location. These characteristics may include size, age and quality/condition. The analysis below intends to provide factual data. The comparable properties and houses were chosen based on their location in relation to one another with no information intentionally removed. The purpose of the analysis was to research the facts, followed by an analysis of the resulting information.

Millers Flea Market – 3674 Highway 51, Fort Mill

This approximate 31,000 square foot indoor flea market also has outdoor areas on over 15 acres. The property has been active as a flea market for decades and is one of the largest in the Charlotte MSA.

Beginning in 2018, Pulte Homes built many single-family homes as part of the McCulloch subdivision. We have researched the homes closest to the flea market and compared them to the homes further away.

The three sales near the flea market ranged from \$119 to \$123 per square foot and the sales away from the flea market ranged from \$105 to \$130 per square foot.

There is no evidence that being near the flea market impacted values negatively. An overview follows.

Sales Closer to Flea Market							
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF	Note
6010 Willow Branch Ct.	2-Apr-18	\$ 399,915	3,320	2018	0.32	\$ 120	60' to property line
6016 Willow Branch Ct.	4-May-18	\$ 366,825	3,080	2018	0.27	\$ 119	60' to property line
6022 Willow Branch Ct.	10-Apr-18	\$ 421,705	3,424	2018	0.36	\$ 123	60' to property line
Average						\$ 121	
Sales Away from Flea Market							
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF	Note
6021 Willow Branch Ct.	29-Nov-20	\$ 524,999	4,238	2020	0.4	\$ 124	150' to property line
6015 Willow Branch Ct.	22-May-18	\$ 434,500	4,135	2018	0.4	\$ 105	250' to property line
6009 Willow Branch Ct.	22-Apr-18	\$ 400,345	3,068	2018	0.36	\$ 130	250' to property line
8908 Gladden Hill Lane	21-Oct-19	\$ 380,455	2,960	2018	0.28	\$ 129	400' to property line
Average						\$ 122	



AERIAL
RED = FLEA MARKET
BLUE = SALE NEAR FLEA MARKET
GREEN = SALE AWAY FROM FLEA MARKET

As part of our analysis, we also examine sales around other uses most similar to flea markets and offices as we could research.

**6415 Wilkinson Boulevard
– AquaWave Car Wash**

This 5,120 square foot car wash was built in 2015 and is a full service drive thru. The four sales near the car wash ranged from \$234 to \$355 per square foot and the sales away from the car wash ranged from \$195 to \$317 per square foot. There is no evidence that being near the development impacted values negatively.

Sales Near Car Wash						
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF
114 Live Oak Ave.	19-Aug-22	\$ 215,000	844	1920	0.18	\$ 255
114 Live Oak Ave.	25-Apr-24	\$ 269,000	844	1920	0.18	\$ 319
114 Live Oak Ave.	2-Aug-24	\$ 283,000	844	1920	0.18	\$ 335
108 Live Oak Ave.	19-Jul-24	\$ 170,000	727	1920	0.18	\$ 234
Sales Away from Car Wash						
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF
113 Rankin St.	25-May-23	\$ 245,000	864	1920	0.17	\$ 284
109 Rankin St.	9-Mar-21	\$ 250,000	1344	1920	0.2	\$ 186
105 Rankin St.	13-Feb-24	\$ 275,500	869	1920	0.18	\$ 317
101 Rankin St.	8-Feb-22	\$ 295,000	1512	1920	0.2	\$ 195



AERIAL
RED = CAR WASH
BLUE = SALE NEAR CAR WASH
GREEN = SALE AWAY FROM CAR WASH

**1817 E. Franklin Boulevard
– Sams Xpress Car Wash**

This 3,993 square foot car wash is west of the subject and was built in 2016 and is a full-service drive thru. The two sales near the car wash ranged from \$126 to \$134 per square foot and the sales away from the car wash ranged from \$71 to \$169 per square foot. There is no evidence that being near the car wash impacted values negatively.

Sales Near Car Wash						
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF
1918 Country Club Rd.	6-Aug-24	\$ 350,000	2616	1938	1.28	\$ 134
2008 Country Club Rd.	18-Feb-22	\$ 299,000	2381	1935	0.57	\$ 126
Sales Away from Car Wash						
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF
225 Ridge Lane	29-Jul-24	\$ 445,000	3703	1951	0.69	\$ 120
1841 Country Club Rd.	18-Mar-20	\$ 175,000	2455	1925	0.56	\$ 71
1740 Montclair Ave.	2-Oct-20	\$ 550,000	5303	1962	1.04	\$ 104
1712 Montclair Ave.	19-May-20	\$ 235,000	2898	1966	0.46	\$ 81
1701 Montclair Ave.	11-Apr-25	\$ 330,000	2712	1964	0.39	\$ 122
1705 Montclair Ave.	8-Jul-20	\$ 201,000	1972	1958	0.35	\$ 102
1825 Montclair Ave.	24-Jun-21	\$ 315,000	1869	1969	0.42	\$ 169

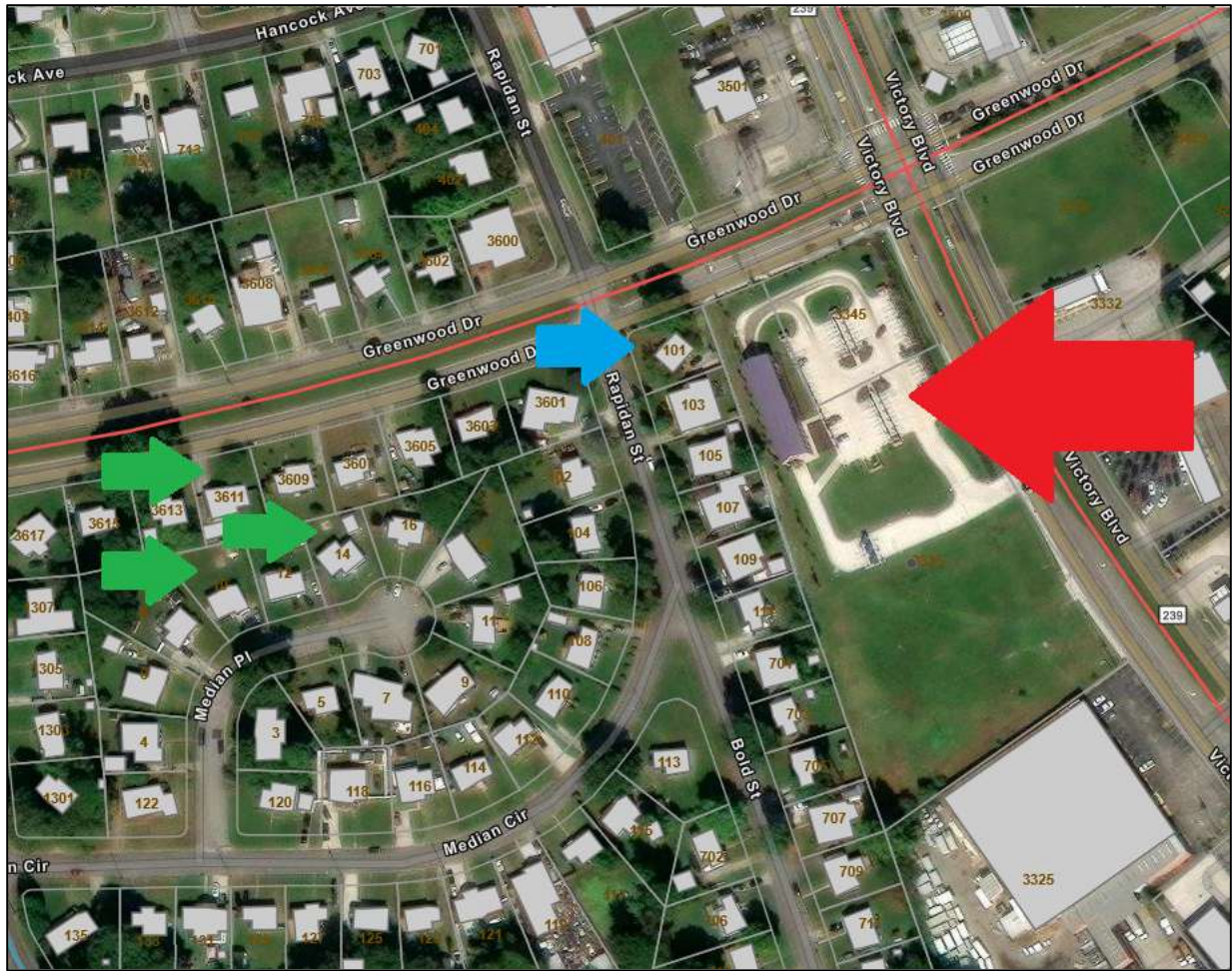


AERIAL
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**3335 Victory Boulevard in
Portsmouth, Virginia**

This is a similar RipTide car wash that was developed recently in Portsmouth, Virginia. It has homes in the rear. This 4,175 square foot car wash is a full service drive thru. The home sale directly behind the car wash sold for \$210,000 or \$233 per square foot. Three other sales not near the car wash sold for between \$180,000 and \$210,000 and \$175 to \$217 per square foot. There is no evidence that being near the car wash impacted values negatively.

Sales Near Car Wash						
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF
101 Rapidan St	11-Sep-23	\$ 210,000	900	1960	0.18	\$ 233
Sales Away from Car Wash						
Address	Date	Price	Size (SF)	Year Built	Acre	Price/SF
3611 Greenwood Dr.	20-Apr-23	\$ 210,000	1200	1940	0.18	\$ 175
18 Median Pl.	7-Sep-22	\$ 180,000	900	1942	0.27	\$ 200
10 Median Pl.	25-Oct-22	\$ 185,000	852	1940	0.21	\$ 217

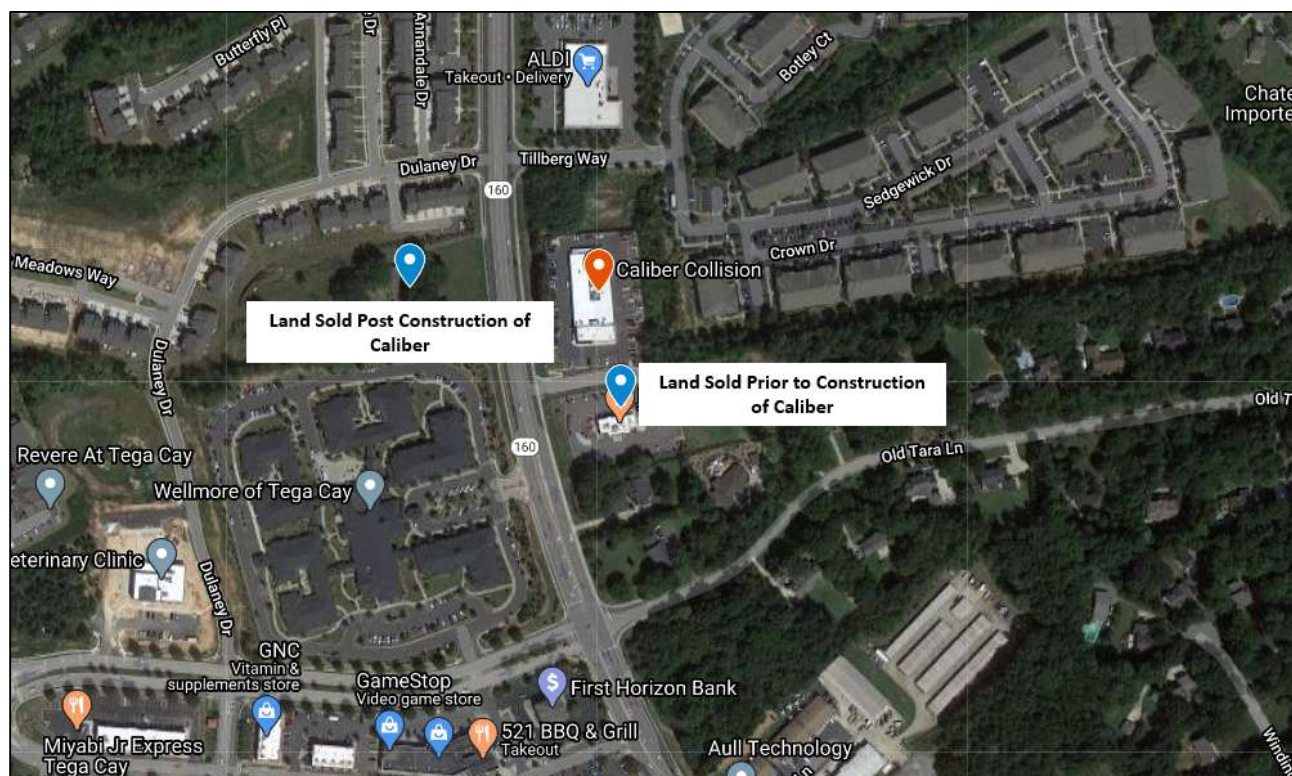


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Additional Sales Adjacent to Commercial Development

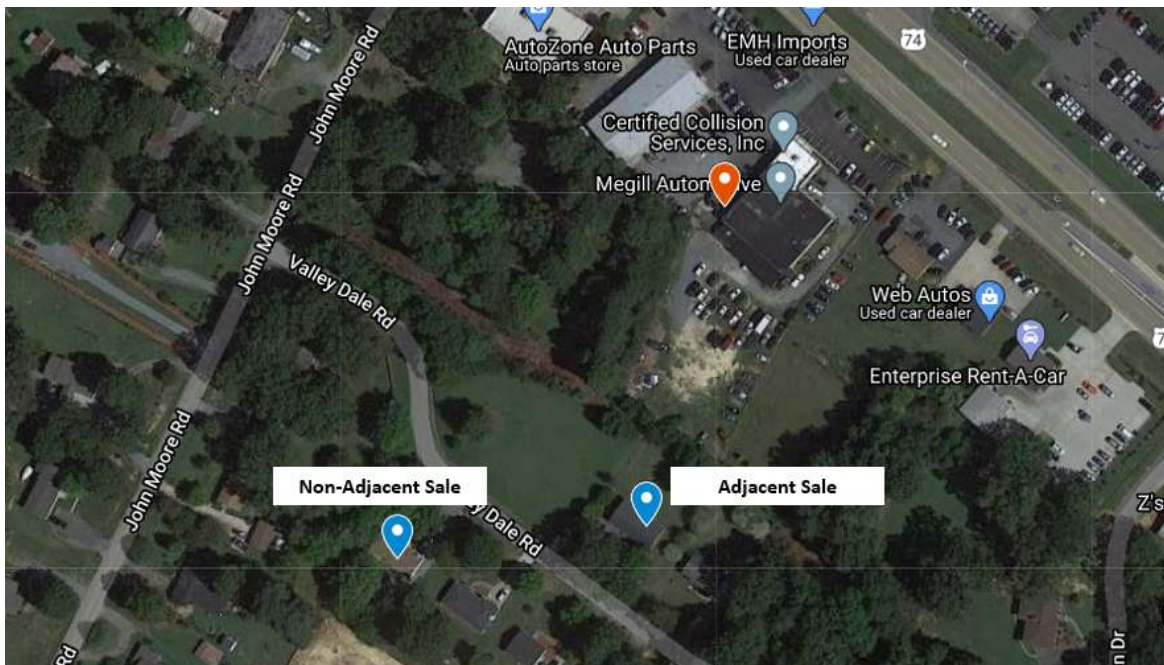
We also researched sales of properties abutting comparable developments versus sales of properties not abutting comparable developments as well as sales of properties before and after the construction of a comparable development. There were limited available sales abutting comparable developments near the subject's market and the best available data is included below. The first set of sales includes two parcels of commercial land that neighbor a Caliber Collision constructed in Fort Mill in 2018. The sales data shows there was no reduction in price per acre for neighboring commercial land after the construction of the Caliber Collision.

2540 Highway 160 W Parcel: 6500000662 Built in 2018					
	<u>Parcel:</u>	<u>Date</u>	<u>Price</u>	<u>Size</u>	<u>\$/Acre</u>
Sale prior to Construction of Caliber	6440101556	8/19/2016	\$872,500	2.83	\$308,195
Sale after Construction of Caliber	6500000032	11/2/2018	\$830,000	2.44	\$340,164



The second set of sales analyzed includes two residential properties. One sale was located adjacent to Certified Collision Services in Monroe and the second sale was a comparable dwelling that was not located adjacent to the Certified Collision Services. The sales did not show a decrease in value for being located adjacent to the automotive property. We recognize that there are various influencing characteristics on value, other than location. These characteristics may include size, age, and quality/condition.

Certified Collision Services 3215 W Roosevelt Boulevard, Monroe Parcel: 09298097						
	Parcel:	Date	Price	Year Built	Size	\$/SF
Sale Adjacent:	09298103	9/5/2018	\$137,000	1965	1,042	\$131.48
Sale Non-Adjacent:	09298112	10/16/2019	\$160,000	1971	1,350	\$118.52



Additional General Research Regarding Impacts of Commercial Development

We also researched a study of the impacts of commercial development on surrounding residential property values conducted by Jonathan A. Wiley, Ph.D., Associate Professor in the Department of Real Estate at Georgia State University. His study found that while retail developments may impact an initial negative price impact (typically during construction), following the completion of a new retail development, there is a sharp upward trend in surrounding residential property values within a 0.75-mile radius. Therefore, his study concluded that residential properties in an area slated for new retail development, overall sell at a significant premium compared to the residential properties that were outside of the 0.75-mile radius. The article goes on to say that while homeowners and brokers may have strong opinions to the contrary, the research concluded in his study did not find substantive evidence to support an overall or long-term negative impact on surrounding residential properties as a result of commercial development.

IMPACT STUDY CONCLUSIONS

As discussed in previous sections, the subject's proposed development is consistent with the neighborhood and in conformity with the projected growth patterns based on Future Land Use Plans. We also consider the neighboring residential properties and the potential impact, if any, to the residential properties. Based on data analyzed in the impact analysis, there is no detrimental impact on neighboring properties, and the use conforms to the neighborhood.

The data outlined above includes an analysis of existing development and growth patterns for the subject's neighborhood as well as a comparable summary of sales of properties abutting comparable developments. The analysis above intends to provide factual data gathered from the subject and surrounding markets. The purpose of the analysis was to

research the facts, followed by an analysis of the resulting information.

Sincerely yours,

T. B. HARRIS, JR. & ASSOCIATES

A handwritten signature in black ink, appearing to read "Bjaffin" or similar, written in a cursive style.

Benjamin H. Curran, MAI

ADDENDA

CERTIFICATION OF THE APPRAISER

I, Benjamin H. Curran, certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Practice* of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. I have made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the person(s) signing this certification other than those individuals having signed the attached report.



Benjamin H. Curran, MAI
(NC State Certified General Real Estate Appraiser # A7120)
(SC State Certified General Real Estate Appraiser #6879)

July 11, 2025

Date

QUALIFICATIONS OF THE APPRAISER***Benjamin H. Curran, MAI***

**T.B. Harris, Jr. & Associates
1125 E. Morehead Street, Ste. 202
Charlotte, North Carolina 28204
(704) 334-4686**

EDUCATION AND CREDENTIALS

- **University of South Carolina**

Bachelor of Arts Degree in Finance and Real Estate

2001 - 2005

North Carolina Real Estate Education, Inc.

R-1 -	Introduction to Real Estate Appraisal, 2005
R-2 -	Valuation Principles and Procedures, 2006
R-3 -	Applied Residential Property Valuation, 2006
USPAP	Uniform Standards of Professional Appraisal Practice, 2006
G1 -	Introduction to Income Property Appraisal, 2007
G2 -	Advanced Income Capitalization, 2007
G3 -	Applied Income Property Valuation, 2007

- **Appraisal Institute**

Advanced Concepts & Case Studies, 2014
General Demonstration Report-Capstone, 2014
General Demonstration Report Writing, 2014
Advanced Internet Search Strategies, 2013
Advanced Sales Comparison & Cost Approaches, 2011
Advanced Income Capitalization, 2010
General Appraiser Report Writing and Case Studies, 2010
General Market Analysis and Highest and Best Use, 2009
Business Practices and Ethics, 2008

- **Confirmed Expert Witness for Real Estate Appraisal**

Mecklenburg County
Cumberland County
Rowan County

AFFILIATIONS AND ACTIVITIES

- South Carolina Certified General Real Estate Appraiser, 2011 to present, License No. 6879
- North Carolina Certified General Real Estate Appraiser, 2009 to present, License No. A7120
- Member Appraisal Institute # 498545
- North Carolina State Registered Trainee, 2006 to 2009, Certificate No. T4475

**RELATED EXPERIENCE**

- **T.B. Harris, Jr. & Associates** Charlotte, North Carolina
July 2009-Present – Appraiser, participating in all aspects of the appraisal process.
- **T.B. Harris, Jr. & Associates** Charlotte, North Carolina
May 2006-June 2009 – Registered trainee, participating in all aspects of the appraisal process.

RESEARCH EXPERIENCE

A partial list of types of properties appraised include:

Apartment Complexes
 Childcare Facilities
 Churches
 Condemnation Cases
 Condominiums (Office and Flex)
 Convenience Stores
 Drugstores
 Fast-Food Restaurants
 Industrial Properties
 Institutional Properties
 Medical Office Properties
 Mini-Storage Facilities
 Mixed-Use Properties
 Office Properties
 Restaurants
 Retail Buildings
 Shopping Centers
 Service Stations
 Takings and Rights-of-Way Acquisitions

Townhouse Complexes
Vacant Land
Veterinary Clinics
Hotels

CLIENTELE

Attorneys, Investors, and Individuals
Bank of America
Bissell Hayes
Branch, Banking & Trust (BB&T)
Catawba Lands Conservancy
Central Carolina Bank
Charlotte Douglas International Airport
Citizens Financial Group, Inc.
City of Charlotte
Duke Energy Company
First Charter Bank
GVA Lat Purser & Associates Incorporated
Lincoln Harris
RBC Centura Bank
Regions Bank
SouthTrust Bank
Statesville Regional Airport
Wachovia Corporation

From: [Brandi Deese](#)
To: [Bjorn Hansen](#); [Cheri Clark](#); mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut
Date: Friday, July 12, 2024 11:00:15 AM
Attachments: [image001.png](#)
[image002.png](#)

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Good Morning Bjorn –

Thank you for sharing and allowing us to comment. Indian Trail has had multiple conversations with the property owners and various potential buyers due to it being in a doughnut hole area. We provided several options for development of the property (several residential options & light industrial options). The floodplain and utility easements consume most of the lot and the options are limited by those factors regardless of the land use. The Secrest Shortcut Small area plan that the Town and the County adopted calls for this parcel to be medium density residential and open space/environmentally sensitive. The Town of Indian Trail's Comprehensive plan calls for the same as well. The Town of Indian Trail strongly opposes this request and especially with the limited amount of information provided. Thank you!

[Microsoft Word - Secrest Short Cut Road Small Area Plan - Adopted \(10.15.2018\).docx \(indiantrail.org\)](#)

[Comprehensive Town Plan | Indian Trail, NC](#)



Brandi C. Deese, MPA, AICP, CNU-A
Planning Director

Town of Indian Trail
315 Matthews-Indian Trail Road
PO Box 2430
Indian Trail, NC 28079

Office: 704-821-5401
Email: bcd@indiantrail.org
[Development Projects Page](#)

From: Bjorn Hansen <bjorn.hansen@unioncountync.gov>
Sent: Wednesday, July 10, 2024 10:28 AM
To: Brandi Deese <bcd@indiantrail.org>; Cheri Clark <cheri.clark@lakeparknc.gov>; mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

Here are both. One is a JPEG map and the other is a PDF site plan.

Bjorn E. Hansen, AICP CTP

Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov
unioncountync.gov

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From: Brandi Deese bcd@indiantrail.org
Sent: Wednesday, July 10, 2024 10:27 AM
To: Bjorn Hansen bjorn.hansen@unioncountync.gov; Cheri Clark cheri.clark@lakeparknc.gov; mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

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Good Morning Bjorn –

The second attachment would not pull up correctly . . . could you resend? Thank you!



Brandi C. Deese, MPA, AICP, CNU-A
Planning Director

Town of Indian Trail
315 Matthews-Indian Trail Road
PO Box 2430
Indian Trail, NC 28079

Office: 704-821-5401
Email: bcd@indiantrail.org
[Development Projects Page](#)

From: Bjorn Hansen <bjorn.hansen@unioncountync.gov>
Sent: Tuesday, July 9, 2024 3:26 PM
To: Brandi Deese <bcd@indiantrail.org>; Cheri Clark <cheri.clark@lakeparknc.gov>; mayorpres@aol.com
Subject: Proposed rezoning on Secrest Short Cut

Good afternoon,

We have a proposed flea market and driving school on Secrest Short Cut and want to include municipal comments as part of our staff report. Please let me know what comments you may have by early August.

Thanks,

Bjorn

Bjorn E. Hansen, AICP CTP

Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov
unioncountync.gov



Union County Government
500 North Main Street, Suite 70
Monroe, NC 28112

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From: [Cheri Clark](#)
To: [Bjorn Hansen](#)
Subject: RE: Proposed rezoning on Secrest Short Cut
Date: Monday, July 22, 2024 3:41:40 PM
Attachments: [image001.png](#)
[image002.png](#)

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Bjorn,
The Village of Lake Park is not in favor of the rezoning due to traffic concerns.
Kindest Regards,
Cheri Clark
Village Administrator/Clerk
Village of Lake Park
P. O. Box 219
3801 Lake Park Road
Lake Park, NC 28079
(704)882-8657x101

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From: Bjorn Hansen <bjorn.hansen@unioncountync.gov>
Sent: Wednesday, July 10, 2024 11:03 AM
To: Cheri Clark <cheri.clark@lakeparknc.gov>; Brandi Deese <bcd@indiantrail.org>;
mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

It would be a school for student drivers, so assume teenagers. The configuration for the building has not been determined. That will be a site plan review question. And the S2 (trees and shrubs) screening would be based on a B-4 zoning classification, which is 40' feet front and rear and 20' on the sides. That will be another comment since they are referencing the setback requirements for R-20 (the current zoning) in the lower right corner. They already show sufficient setbacks so the plan won't change based on that comment.

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Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov

unioncountync.gov

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From: Cheri Clark <cheri.clark@lakeparknc.gov>
Sent: Wednesday, July 10, 2024 10:31 AM
To: Bjorn Hansen <bjorn.hansen@unioncountync.gov>; Brandi Deese <bcd@indiantrail.org>;
mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

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Bjorn,

Is the Driving School a proposed truck driving school and is the Flea Market open stalls like the one on 74 or enclosed buildings? What type of screening would be involved for the commercial site?

Kindest Regards,

Cheri Clark

Village Administrator/Clerk

Village of Lake Park

P. O. Box 219

3801 Lake Park Road

Lake Park, NC 28079

(704)882-8657

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Sent: Wednesday, July 10, 2024 10:28 AM
To: Brandi Deese <bcd@indiantrail.org>; Cheri Clark <cheri.clark@lakeparknc.gov>;
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Subject: RE: Proposed rezoning on Secrest Short Cut

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bjorn.hansen@unioncountync.gov
unioncountync.gov

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Planning Director

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Thanks,

Bjorn

Bjorn E. Hansen, AICP CTP

Senior Planner – Long Range Planning | Planning Department

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bjorn.hansen@unioncountync.gov
unioncountync.gov



Union County Government
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Monroe, NC 28112

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From: [Kevin Pressley](#)
To: [Bjorn Hansen](#); [Cheri Clark](#); [Brandi Deese](#)
Subject: Re: Proposed rezoning on Secrest Short Cut
Date: Wednesday, July 10, 2024 11:43:31 AM
Attachments: [image001.png](#)
[image002.png](#)

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

Bjorn

Thanks for reaching out

We really appreciate your willingness to involve surrounding municipalities for input as it will definitely effect all of us

As far as Hemby Bridge, we have experienced numerous requests for commercial zoning in the past couple of years, which has force the board to draw a hard line against rezoning, especially from residential to commercial located in residential areas

The town would request that the county to deny the rezoning

Thanks again

Kevin

[Sent from the all new AOL app for iOS](#)

On Wednesday, July 10, 2024, 11:03 AM, Bjorn Hansen <bjorn.hansen@unioncountync.gov> wrote:

It would be a school for student drivers, so assume teenagers. The configuration for the building has not been determined. That will be a site plan review question. And the S2 (trees and shrubs) screening would be based on a B-4 zoning classification, which is 40' feet front and rear and 20' on the sides. That will be another comment since they are referencing the setback requirements for R-20 (the current zoning) in the lower right corner. They already show sufficient setbacks so the plan won't change based on that comment.

Bjorn E. Hansen, AICP CTP

Senior Planner – Long Range Planning | Planning Department

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bjorn.hansen@unioncountync.gov
unioncountync.gov

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From: Cheri Clark <cheri.clark@lakeparknc.gov>
Sent: Wednesday, July 10, 2024 10:31 AM
To: Bjorn Hansen <bjorn.hansen@unioncountync.gov>; Brandi Deese <bcd@indiantrail.org>; mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

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Village Administrator/Clerk

Village of Lake Park

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Sent: Wednesday, July 10, 2024 10:28 AM
To: Brandi Deese <bcd@indiantrail.org>; Cheri Clark <cheri.clark@lakeparknc.gov>; mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

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Bjorn E. Hansen, AICP CTP

Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov
unioncountync.gov

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From: Brandi Deese bcd@indiantrail.org
Sent: Wednesday, July 10, 2024 10:27 AM
To: Bjorn Hansen bjorn.hansen@unioncountync.gov; Cheri Clark cheri.clark@lakeparknc.gov; mayorpres@aol.com
Subject: RE: Proposed rezoning on Secrest Short Cut

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

Good Morning Bjorn –

The second attachment would not pull up correctly . . . could you resend? Thank you!



Brandi C. Deese, MPA, AICP, CNU-A
Planning Director

Town of Indian Trail
315 Matthews-Indian Trail Road
PO Box 2430
Indian Trail, NC 28079

Office: 704-821-5401
Email: bcd@indiantrail.org
[Development Projects Page](#)

From: Bjorn Hansen <bjorn.hansen@unioncountync.gov>
Sent: Tuesday, July 9, 2024 3:26 PM
To: Brandi Deese <bcd@indiantrail.org>; Cheri Clark <cheri.clark@lakeparknc.gov>; mayorpres@aol.com
Subject: Proposed rezoning on Secrest Short Cut

Good afternoon,

We have a proposed flea market and driving school on Secrest Short Cut and want to include municipal comments as part of our staff report. Please let me know what comments you may have by early August.

Thanks,

Bjorn

Bjorn E. Hansen, AICP CTP

Senior Planner – Long Range Planning | Planning Department

T 704.283.3690

bjorn.hansen@unioncountync.gov
unioncountync.gov



Union County Government
500 North Main Street, Suite 70
Monroe, NC 28112

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

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

The Union County Land Use Board recommended that the Union County Board of Commissioners deny the rezoning petition (CZ-2024-005) submitted by Karmyne Milton, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres appearing on the tax map as tax parcel 07-042-002A along Secrest Short Cut Road from R-20 to B-4 with Conditions.

CONSISTENCY AND REASONABLENESS STATEMENT FOR APPROVAL OF THE PROPOSED AMENDMENT (THE PROPOSAL IS CONSISTENT WITH THE CURRENT PLAN) (CZ-2024-005)

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

1. The proposed use is consistent with the Plan. The Plan’s Land Use Map identifies this area as in an Employment Corridor. The Plan provides that a variety of employment uses may be appropriate along an Employment Corridor. Dependent on location and adjacent facilities, the Plan sets forth that development uses that may be appropriate include distribution, logistics, aeronautics, industrial and agri-business. Retail uses, while not specifically listed in the non-exhaustive list of potential uses in the Employment Corridor overlay, would be complementary with other employment uses and consistent with the uses contemplated in an Employment Corridor in the Plan.
2. Flea markets are allowed in this district with a special use permit. The applicant has included all information required for special use approval with the conditional zoning map amendment application, in accordance with Section 80.050-G(3) of the Unified Development Ordinance of Union County, North Carolina.
3. The use will increase business opportunities and business and economic development in Union County, which is a goal of the Plan.
4. The use set forth under the conditions would meet Union County development standards.

**CONSISTENCY AND REASONABLENESS STATEMENT FOR DENIAL OF THE
PROPOSED AMENDMENT (THE PROPOSAL IS INCONSISTENT WITH THE
CURRENT PLAN) (CZ-2024-005)**

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

1. Although the proposed use is in an Employment Corridor as identified on the Plan’s Land Use Map, the Plan identifies certain examples of employment uses that may be appropriate in an Employment Corridor. These examples of employment uses that may be appropriate include distribution, logistics, aeronautics, industrial, and agri-businesses. The particular retail use proposed here is materially different from, and inconsistent with, the types of uses contemplated in the Employment Corridor.
2. The proposed use will increase traffic along Secrest Short Cut Road. Traffic congestion is a noted concern in the Plan.
3. The commercial uses are immediately adjacent to existing residential uses, with a commercial use being of a markedly different character from these immediately adjacent existing uses.

BOCC Motions for Proposed Amendment to the Union County Zoning Map (CZ-2024-005)

The Union County Land Use Board recommended that the Union County Board of Commissioners deny the rezoning petition CZ-2024-005, submitted by Karmyne Milton, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres appearing on the tax map as tax parcel 07-042-002A along Secrest Short Cut Road from R-20 to B-4 with Conditions.

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

Motion

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

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

Motion

(i) Deny rezoning petition CZ-2024-005 from Karmyne Milton; and (ii) adopt the consistency and reasonableness statement for denial.

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

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

WHEREAS, Union County has received rezoning petition (CZ-2024-005) submitted by Karmyne Milton (the “Applicant”), requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres appearing on the tax map as tax parcel 07-042-002A along Secrest Short Cut Road from R-20 to B-4 with Conditions.

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

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

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

1. The Zoning Map is hereby amended by rezoning the parcel appearing on the tax map as tax parcel 07-042-002A in the Vance Township from R-20 to B-4 with Conditions.
2. The conditions accepted by the Applicant are hereby approved and incorporated into the B-4 with Conditions rezoning of the parcel.
3. This ordinance is effective upon adoption.

Adopted this _____ day of _____, 2025.

Chair, Union County Board of Commissioners

AFFP

CZ2024005 Secret

Affidavit of Publication

STATE OF NC }
COUNTY OF } *Union* SS

Kimberly Cook, being duly sworn, says:

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

October 29, 2025, November 05, 2025

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

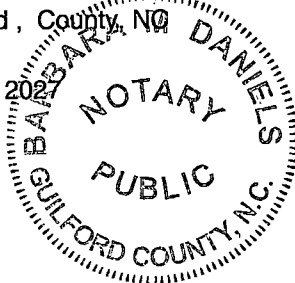
SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 5th day of November 2025.

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

My commission expires: March 06, 2027



70141233 71347188

Union County Board of County Commissioners
500 N. Main Street
Room 921
Monroe, NC 28112

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will meet on Monday, November 17, 2025, at 6:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, to conduct a public hearing and receive comments from the public on the petition set forth below.

Rezoning petition (CZ-2024-005) submitted by Karmyne Milton, requesting a revision of the Union County Zoning Map by rezoning one parcel totaling 11.958 acres appearing on the tax map as tax parcel 07-042-002A along Secret Short Cut Road from R-20 to B-4 with Conditions.

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

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

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

Visitor Advisory for Board of Commissioners Meetings

Due to construction on the first floor of the Government Center, the main entrance off Main Street Plaza will be closed. Throughout construction, all visitors will need to follow signs to enter and exit the facility via a temporary entrance. For meetings of the Board of County Commissioners, two temporary entrances will be available. Visitors may follow signage to a temporary entrance off Main Street Plaza (near the intersection of W. Crowell St. and N. Stewart St.) or to a temporary entrance via the ground floor of the Government Center, off N. Church Street. To learn more about the project or to view a project map, visit ucgov.info/PardonOurProgress.

Lynn G. West
Clerk to the Board

Dear Members of the Union County Board of Commissioners,

I am writing to express my full support for the Rezoning Petition CZ-2024-005 Secrest currently under your consideration. As a resident and a member of our community, I believe that this development holds great potential to bring valuable benefits to Union County.

I see this project as a significant opportunity for economic growth and job creation. It can enhance our local economy, provide new services and amenities, and contribute to the overall vitality of our area. I understand that any development comes with careful consideration, and I trust that this project will be planned and executed in a way that aligns with the best interests of our community.

Thank you for your time and consideration. I look forward to seeing the positive impact that this development will bring.

Sincerely,

Jayne Bettes

1420 Brooksland Pl., Waxhaw, NC 28173