SEPTEMBER 8, 2026

EDGECOMBE COUNTY

BOARD OF COMMISSIONERS

201 Saint Andrew Street, Tarboro, NC 27886
Jonathan Felton Commissioners Room; 2nd Floor

Leonard Wiggins, Chair | **Viola Harris**, Vice-Chair | **Donald Boswell** |
Dr. Evelyn Powell | **George Thorne** | **Ralph Webb** | **L. DeWitt Woodley**

BOARD OF COMMISSIONERS REGULAR MEETING

Edgecombe County
NORTH CAROLINA

PUBLIC NOTICE

Regular Meeting of Board of Commissioners on September 8, 2026

A Regular Meeting of the Edgecombe County Board of Commissioners has been called for **Tuesday, September 8, 2026**, at **6pm**. The meeting will be held in the **Jonathan Felton Commissioners Room**, located on the **2nd floor** of the County Administration Building at 201 St. Andrew St., Tarboro, NC 27886

Citizens who wish to address the Board during **public comments** can sign up at door prior to meeting start.
If you can not be present and want your voice heard, please email **(before 5pm Monday, August 31)** to *publiccomments@edgecombeco.com* or by mail to:
Tammi Faison, Clerk to Board
Post Office Box 10
Tarboro, NC 27886
All public comments received by mail or email will be **read** at the meeting.
The meeting will also be livestreamed on the County's YouTube channel at
https://www.youtube.com/@edgecombecountync/streams

Anyone needing special accommodations at the public hearing should call (252) 641-7834 at least 48 hours prior to the meeting.

AGENDA

EDGECOMBE COUNTY

BOARD OF COMMISSIONERS

201 Saint Andrew Street, Tarboro, NC 27886 Jonathan Felton Commissioners Room; 2nd Floor

Leonard Wiggins, Chair | **Viola Harris**, Vice-Chair | **Donald Boswell** | **Dr. Evelyn Powell** | **George Thorne** | **Ralph Webb** | **L. DeWitt Woodley**

September 8, 2026
AGENDA

CALL MEETING TO ORDER

******Moment of Silence in memory of Commissioner Elton Wayne Hines, Sr.******

INVOCATION

SAFETY INSTRUCTIONS

ADDITIONS OR DELETIONS TO THE AGENDA:

1. **REVIEW AND APPROVAL OF PREVIOUS MEETING MINUTES**:
   1.1. August 3, 2026, Regular Board Meeting

2. **SCHEDULED APPOINTMENT**: **NONE**

3. **PUBLIC HEARING #1**

A **Public Hearing** to consider ***approving Conditional Rezoning Case # 26-CRZ05***

a. **Public hearing called to order.**
b. **Reading of public notice by Mr. Peters.**
c. **Comments by Mr. Evans.**
d. **Call for public comments. (Public should state name and address for public record.)**
e. **Adjourn**

(Recommendation action: Decision, if any, will be made pending public comments.)

4. **PUBLIC PETITIONS**:
   - Public present should state name and address for public record. (limit 3 minutes)
   - Citizens who wish to speak must sign in at door prior to meeting start.
   - Mr. Evans to read public petitions submitted via email or postal mail, if any.

5. **ACTION ITEMS**:

5.1. BUDGET AMENDMENTS – **Attachment #1**
(Recommended action: Approve budget amendments 1-3 as presented)

5.2. CONSIDERATION to APPROVE ***final resolution to adopt the financing of capital projects*** - **Attachment #2**
(Recommended action: Approve final resolution as presented)

5.3. CONSIDERATION to APPROVE ***amendment of the Capital Projects ordinances – Amendment #3***
(Recommended action: Approve amendment as presented)

5.4. CONSIDERATION to APPROVE ***offer to purchase county-owned property in Deer Run Subdivision*** - **Attachment #4**
(Recommended action: Approve offer as presented)

5.5. CONSIDERATION to APPROVE ***sale of county-owned property in Deer Run Subdivision*** - **Attachment #5**
(Recommended action: Approve final sale as presented)

5.6. CONSIDERATION to APPROVE ***amendment of the Health Department Fee Schedule*** - **Attachment #6**
(Recommended action: Approve amendment as presented)

5.7. CONSIDERATION to APPROVE ***sale of service weapon to retiring deputy William Moore for $1 – Attachment #7***
(Recommended action: Approve sale of weapon to retiree as presented)

5.8. CONSIDERATION to Fill County Commissioner Appointment to the unexpired term for District #7 ***– Attachment #8***
(Recommended action: Approve request to sale as presented)

5.9. CONSIDERATION to APPROVE ***resolution to celebrate the 130th Anniversary of White's Chapel Missionary Baptist Church – Attachment #9***
(Recommended action: Approve resolution as presented)

Edgecombe County holds all public meetings in accessible rooms. Any individual with a disability that needs an interpreter or other auxiliary aids/services should call the County Clerk at 252- 641-7834 (voice) or email the clerk at publiccomments@edgecombeco.com at least 48 hours before the scheduled meeting.

5.10. CONSIDERATION to APPROVE ***resolution in honor of homegoing of Commissioner Elton Wayne Hines, Sr' life and legacy – Attachment #10***
(Recommended action: Approve resolution as presented)

5.11. CONSIDERATION to ACCEPT the ***grant award from NC Governor's Highway Safety Program – Attachment #11***
(Recommended action: Approve grant award as presented)

5.12. CONSIDERATION to ACCEPT ***land purchase for the Sheriff's Training Facility – Attachment #12***
(Recommended action: Approve purchase as presented)

5.13. CONSIDERATION to ACCEPT ***land purchase for Kingsboro Infrastructure Project – Attachment #13***
(Recommended action: Approve purchase as presented)

5.14. CONSIDERATION to APPROVE ***resolution to request legislative support to repeal/delay of cost-share*** **provision *of the H.R.1 Bill*** - **Attachment #14**
(Recommended action: Approve resolution as presented)

5.15. CONSIDERATION to APPROVE ***increase mileage reimbursement rate per IRS Guidance – Attachment #15***
(Recommended action: Approve mileage increase as presented)

5.16. CONSIDERATION to APPROVE ***annual agreement for Forestry Services – Attachment #16***
(Recommended action: Approve agreement as presented)

5.17. APPOINTMENTS / RE-APPOINTMENTS

BOARD APPOINTMENTS & RE-APPOINTMENTS

A. Edgecombe County Parks & Recreation

- **Kateisha Jones**
- **Meagan Sykes**

(Recommended action: Approve appointments/reappointments as presented)

5.18. AFTERLISTS & RELEASES for REVIEW and/or APPROVAL
(Recommended action: Approve after lists and releases as presented)

5.19. CONTRACTS for REVIEW and/or APPROVAL
(Recommended action: Approve contracts as presented)

6. DEPARTMENTAL REPORTS

6.1.	Water and Sewer update	P. Moseley, Utilities Director
6.2.	Monthly Financial Summary	L. Barfield, CFO
6.3.	Solid Waste Report	G. Moseley, Solid Waste Director
6.4.	Planning & Development Update	D. Spell, Planning Director

7. MANAGER'S REPORT:

7.1. Recent Retirees Recognition - **NONE**
7.2. Major Events & Updates
7.3. Workforce Development Indicators
7.4. TDA Financial Reports
7.5. Monthly America 250 Activity – Walk from Calvary to Freedom (September 17 @ 10am)
7.6. Data Center Moratorium key activities timeline
7.7. Highlight Key Accomplishments & Upcoming Events – N. Bess, Deputy County Manager

8. COMMISSIONERS' REPORT:

9. ATTORNEY REPORT

10. CLOSED SESSION:

- ECONOMIC DEVELOPMENT **[N.C.G.S. 143-318.11 (a)(4)]**

11. ADJOURN MEETING:


Previous
MINUTES

EDGECOMBE COUNTY
BOARD OF COMMISSIONERS
201 Saint Andrew Street, Tarboro, NC 27886
Jonathan Felton Commissioners Room; 2nd Floor
Leonard Wiggins, Chair | Viola Harris, Vice-Chair | Donald Boswell |
Dr. Evelyn Powell | George Thorne | Ralph Webb | L. DeWitt Woodley

REGULAR BOARD MEETING
AUGUST 3, 2026
MINUTES

MEMBERS PRESENT: Mr. Leonard Wiggins, Chairman, Mrs. Viola Harris, Vice-Chair, Mr. L. DeWitt Woodley, Dr. Evelyn Powell and Mr. George Thorne

MEMBERS ABSENT: Mr. Donald Boswell and Mr. Ralph Webb

STAFF PRESENT: Mr. Eric Evans, County Manager, Mrs. Natalie Bess, Deputy County Manager, Mr. Michael Matthews, Asst. County Manager, Mr. Michael Peters, County Attorney, Ms. Tammi Faison, Board Clerk, and Mrs. Linda Barfield, CFO, Tarasa Lewis, Tax Administrator

OTHER PRESENT: John Walker, Telegram

CALL MEETING TO ORDER by Chairman Wiggins at 6:00pm
INVOCATION rendered by Mrs. Harris
SAFETY INSTRUCTIONS was given by Mrs. Bess, Deputy County Manager
ADDITIONS OR DELETIONS TO THE AGENDA: Mr. Evans asked call for Public Hearing on conditional rezoning application 26-CRZ05 at the next regular meeting on September 8, 2026.

1. **REVIEW AND APPROVAL OF PREVIOUS MEETING MINUTES**:
   1.1. July 6, 2026, Regular Board Meeting
   (Recommended action: Approve previous minutes as presented) - A motion to approve previous minutes was made by Mrs. Harris and seconded by Mr. Woodley; MOTION: CARRIED

2. **SCHEDULED APPOINTMENT**: **NONE**

3. **PUBLIC HEARING #1**
   A **Public Hearing** to consider ***approving the execution and delivery of the Amendment to Contract & Deed of Trust permitting the County financing proposed capital projects and refinancing others.***
   a. **Public hearing called to order at 6:03pm**
   b. **Reading of public notice by Mr. Peters.**
   c. **Mr. Evans explained that** we have received quotes and bids on most of the projects/purchases on the list. We have also received proposals on rates and terms for financing. Included in your packet is a summary of those proposals. Mr. Ted Cole with Davenport explained summary options and made suggestions. The board approved an installment financing proposal for capital projects and equipment, selecting a non-callable option through JP Morgan. They also settled on budget amendments and authorized a contract for a waterline extension project by **motion made by Mr. Thorne and seconded by Mrs. Harris; MOTION: CARRIED**
   d. **Call for public comments. (Public should state name and address for public record.) – NONE**
   e. **Adjourned at 6:22pm**
   (Recommendation action: Decision, if any, will be made pending public comments.) Mr. Chairman asked for the recommendation from the County. Mr. Evans gave recommendation with JP Morgan & Chase at the non-callable rate of 4.09% and to approve the resolution as well. Mr. Thorne suggests we go with callable since we currently have a non-callable with JP Morgan Chase which will balance out a blended rate. **Mr. Thorne motioned to accept the callable rate and approve resolution and was seconded by Mrs. Harris; MOTION: CARRIED**

4. **PUBLIC HEARING #2**
   A **Public Hearing** to consider ***approving proposed Moratorium on the acceptance, processing, and approval of development applications and development permits for data centers and related uses within Edgecombe County's zoning jurisdiction***
   a. **Public hearing called to order at 6:23pm**
   b. **Reading of public notice by Mr. Peters.**
   c. **Mr. Evans summarized** the purpose of the public hearing as to discuss a proposed 24-month moratorium on acceptance, processing and approval of development applications/permits for data centers and their related uses within the County's zoning jurisdiction. Staff will present a more detailed implementation timeline consistent with the schedule included in the ordinance at the next regular meeting on September 8th.

d. Call for public comments. (Public should state name and address for public record.)
Citizens, Owen Ellis, Katey Zimmerman, James Wrenn, Melanie Bradley and Clark Joyner, spoke in support of the 24-month moratorium and thanked the County for listening to their concerns over the past 10 months. Mr. Chairman asked Peters to read the proposed ordinance that addresses the moratorium for public record.

e. Adjourn

(Recommendation action: Decision, if any, will be made pending public comments.) - After hearing extensive public comments from citizens and local advocates supporting the pause for further study and regulation, **the Board officially adopted the two-year moratorium by motion from Mrs. Harris and seconded by Dr. Powell; MOTION: CARRIED**

5. PUBLIC PETITIONS:

- Public present should state name and address for public record. (limit 3 minutes)
- Citizens who wish to speak must sign in at door prior to meeting start.
- Mr. Evans to read public petitions submitted via email or postal mail, if any.

The following came forth:

Briyana Storm Baker, 205 Louise Street, Conetoe, NC - addressed the Board regarding the Canita Mobile Home Park, highlighting concerns about abandoned trailers and property maintenance. The Board instructed staff to investigate and address the issue aggressively.

Curmilus Dancy, III, 127 Midway Lane, Tarboro, NC – shared that he attended the ceremony for Sheriff Clee installation as President of NC Sheriff's Association and wanted to support the data center moratorium.

Chairman Wiggins called for 10 min recess at 7:03pm
Board reconvened at 7:07pm

6. ACTION ITEMS:

6.1. BUDGET AMENDMENTS – **Attachment #1 –** Mr. Evans explained there were 6 amendments total but asked that the board would approve 1-5 and #6 is connected to Item# 6.3 to be discussed.
(Recommended action: Approve budget amendments 1-4 as presented) – Amotion was made to approve budget amendments 1-5 by Dr. Powell and seconded by Mr. Woodley; MOTION: CARRIED

6.2. CONSIDERATION to APPROVE ***the resolution of Special Use Permit Case # 26-SUP12*** - **Attachment #2 – Mr. Evans explained that** at the July 6, 2026, meeting, the Board voted to approve the Special Use Permit application subject to the conditions presented during the hearing and the following additional condition: "Applicant shall submit to Edgecombe County planning staff copies of all state permits, surveys, and studies required to use the property for an Extractive Industry–Borrow Source/Sand Mine prior to Edgecombe County development approval.".
(Recommended action: Approve resolution as presented) – Chairman Wiggins motioned to approve the order as presented and was seconded by Mrs. Harris; MOTION: CARRIED

6.3. CONSIDERATION TO ACCEPT a grant for Emergency Services - **Attachment #3 - Mr. Evans explained** this was a Grant to allow Emergency Services to purchase a boat for water rescues which requires a county match of $18K.
(Recommended action: Approve grant as presented) – A motion was made to accept grant award, budget amendment and resolution by Mr. Woodley and seconded by Dr. Powell; MOTION: CARRIED.

6.4. CONSIDERATION TO APPROVE ***the*** **Tax Administrator's Settlement as of June 30, 2026** - **Attachment #4 –** Mrs. Lewis, Tax Administrator explained annual tax rate increased from 94.46% to 95.95% from FY24-25. She also shared that motor vehicle collection remains at 95%. She then shared statistics on collections.
(Recommended action: Approve acceptable use policy update) – A motion to approve the annual tax settlement and resolution by Mrs. Harris and seconded by Mr. Thorne; MOTION: CARRIED

6.5. CONSIDERATION TO APPROVE Award contract to lowest bidder **T.A. Loving Company in amount of $1,075,285.50 - Attachment #5 -** Edgecombe County has been awarded grant funds through Golden LEAF to construct a waterline along Leonard Wiggins Parkway. A bid opening was held on July 23, 2026, and T.A. Loving Company submitted the lowest bid of $1,075,285.50.
(Recommended action: Approve contract award as presented) -

6.6. APPOINTMENTS / RE-APPOINTMENTS

GOTL Advisory Boards

- Twain White, Jr. – appoint to Health Equity Advisory Board

Turning Point Workforce Development Board

- Dr. Lashawnda Washington, Edgecombe Community College – re-appointment
- Mr. Jerry Harper, Rocky Mount Housing Authority – re-appointment

(Recommended action: Approve appointments/reappointments as presented)

All appointments and re-appointments were motioned to be approved by Mr. Thorne and 2nd by Dr. Powell; MOTION: CARRIED

6.7. AFTERLISTS & RELEASES for REVIEW and/or APPROVAL

(Recommended action: Approve after lists and releases as presented) – A motion to approve as presented by Dr. Powell and seconded by Mrs. Harris; MOTION: CARRIED

6.8. CONTRACTS for REVIEW and/or APPROVAL

(Recommended action: Approve contracts as presented) - – A motion to approve contracts as presented by Mrs. Harris and seconded Mr. Woodley; MOTION: CARRIED

Mr. Thorne amended his previous motion to approve grant contract to add "contingent upon funding" accepting TA Loving as lowest bid contractor and seconded by Mrs. Harris; MOTION: CARRIED

Added Agenda Items:

1. Mr. Evans suggested we call for Public Hearing to hear the rezoning request by applicant, Hany Shehadeh located at 4257 NC 122 North, Speed, NC**. A motion was made by Mr. Woodley and seconded by Mrs. Harris; MOTION: CARRIED**
2.

7. DEPARTMENTAL REPORTS

7.1.	Water and Sewer update	P. Moseley, Utilities Director
7.2.	Monthly Financial Summary	L. Barfield, CFO **– gave overview**
7.3.	Solid Waste Report	G. Moseley, Solid Waste Director

8. MANAGER'S REPORT:

8.1. Recent Retirees recognition
8.2. Major Events & Updates
8.3. Workforce Development Indicators
8.4. TDA Financial Reports
8.5. Thank You letter from NC Treasure's Office – Re: Speed
8.6. Withdrawal Offer to Purchase letter from Energy Solutions – **discussed prior to recess**
8.7. Citizen Report Update on water line issue in Princeville
8.8. Newsletter Health Equity Advisory Board - GOTL

9. COMMISSIONERS' REPORT:

Mr. Woodley requested to attend NCACC Annual conference. **A motion was made to allow him to attend by Mr. Thorne and seconded by Dr. Powell; MOTION: CARRIED**

10. ATTORNEY REPORT - NONE

Special Meeting of Closed Session was called at 5:00pm. A motion was made to go into closed session by Dr. Powell and seconded by Mr. Woodley at 5:01pm; MOTION: CARRIED.

11. CLOSED SESSION:

- ECONOMIC DEVELOPMENT [N.C.G.S. 143-318.11 (a)(4)]

A motion was made to leave closed session by Mr. Woodley and seconded by Mr. Thorne at 5:46pm; MOTION: CARRIED.

12. ADJOURN MEETING:

A motion was made to adjourn until the next regular meeting on September 8, 2026, by Mr. Boswell and seconded by Mrs. Harris at 7:36pm; MOTION: CARRIED.

DRAFT

#1

PUBLIC HEARING

Public Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Edgecombe County on Tuesday, September 8, 2026 at 6:00 p.m. in the Jonathan Felton Commissioners Room, 2nd Floor, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina, to consider and act upon case #26-CRZ05, a request to rezone an approximately 0.51 acre parcel owned by Hany Shehadeh located at 4257 NC 122 North, Speed also identified as parcel number 486101468600. The applicant, Hany Shehadeh requests to rezone the parcel from R-10 Multi-Family Residential District to B-2-C General Business Conditional District.

Copies of the proposed zoning map amendment are available for public inspection during business hours (8:00 a.m. – 5:00 p.m.) in the County Planning Office, Room 205, County Administrative Building, 201 St. Andrew Street, Tarboro, North Carolina.

All parties in interest and all interested residents are invited and urged to be present and make their views known.

This the 1st day of September 2026.

BY ORDER OF THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY.

S/TAMMI FAISON

CLERK TO THE BOARD

September 1, 2026

September 7, 2026

NOTES TO PUBLISHER:

- Publish Twice on **Tuesday, September 1, 2026 and Monday, September 7, 2026**.
- Line advertisement in **legal** section.
- Requested Invoice Description: **26-CRZ05**
- **Send invoice and affidavit of publication to:**

Account #: 113505
Edgecombe County Planning
PO Box 10
Tarboro, NC 27886
Phone: (252) 641-7802

EDGECOMBE COUNTY

Conditional Rezoning
Case No. 26-CRZ05
September 8, 2026
Staff Report

Applicant Request:	Request to rezone parcels from R-10 to B-2-C
Applicant: Owner(s):	Hany Shehadeh Hany Shehadeh
Location:	4257 NC 122 North
Parcel Number(s):	486101468600
Acreage:	Approximately 0.51 acre
Zoning District:	R-10 (Multi-Family Residential) within the Speed Community Overlay District
Future Land Use Classification	Municipal

Application complies with all applicable review standards of the Unified Development Ordinance (UDO)

Description of the proposed Conditional Rezoning:
Hany Shehadeh requests to rezone a parcel of approximately 0.51 acre from R-10 Multi-Family Residential to B-2-C General Business Conditional District. The purpose of the request is to allow the site to be used in its present form for commercial use(s) permitted in the B-2 district, with only the existing fence, rather than the Type C and streetscape buffers required under the Edgecombe County UDO. An additional condition is that, in the event the commercial use of the property ceases, the County has the option to rezone the property back to R-10. This property also lies within the Speed Community Overlay District.

The R-10 Multi-Family Residential District is the densest of the residential districts and allows a broad range of residential use types. The R-10 district is typically configured as a single development on one or two lots, though there are also some examples of multiple-lot developments throughout the County.

The B-2 General Business District is intended to provide a wide range of general retail, business, and service uses to County residents. B-2 areas are typically located at major street intersections and along primary roadway corridors. Uses in the district are subject to standards intended to ensure that development is compatible with adjacent residential neighborhoods, that the traffic-carrying capacity along the County's major roadways is not impaired due to unsafe turning movements, and that development is well landscaped and aesthetically pleasing.

The Planning Board voted unanimously to forward the rezoning request to the Board of County Commissioners with a favorable recommendation. The Planning Board stated that the rezoning from R-10 to B-2-C is consistent with Edgecombe County's adopted policy guidance, as expressed in the 2014–2034 Comprehensive Plan, because it is consistent

with Economic Development Policy #6, Redevelopment and Reuse of Existing Buildings, and Economic Development Policy #7, Small Businesses and Home Occupations.

Technical Review Committee comments:

Environmental Health – Have permits on file dated 6-15-1979 and 8-20-1985.

North Carolina Department of Transportation – There are no issues with the re-zoning. If they intend to change the function or layout of the site, they will need to have a driveway permit and will be subject to current driveway requirements.

Water and Sewer – This property is currently served by Edgecombe County for water and sewer service. If the property needed additional water or sewer services, there would be additional fees involved. Also, if current services are not sufficient to serve any potentially new development, there would be a cost to increase the service size for both water and sewer. Other than that, again, this property has an active water and sewer account currently.

Emergency Service (Fire Inspector) – A State mandated fire inspection is required for this location in conjunction with the rezoning request. Applicant/Responsible party shall make contact with Edgecombe County Fire Inspections to schedule a Fire Inspection per State Mandate.

Decision:

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the conditional rezoning application in accordance with the standards in Section 2.3.5.G, Review Criteria.

2. The decision shall be one of the following:

i. Approval of the application;
ii. Denial of the application;
iii. Approval of a revised application; or
iv. Remand of the application to Planning Board for further consideration.

3. The decision shall be based on the legislative discretion of the Board of Commissioners, taking into consideration the recommendation of the Planning Board and the standards in Section 2.3.5.G, Review Criteria.

4. In making its decision, the Board of Commissioners shall adopt a written statement of reasonableness and consistency with the County's adopted policy guidance in accordance with Section 160D-605 of the North Carolina General Statutes.

Attachments:

1 - Applicant's conditional rezoning application
2 – Applicant's concept plan
3 – UDO Sec. 4.3.43 Gasoline Sales
4 - UDO Sec. 3.2.6 Multi-Family Residential (R-10) District
5 - UDO Sec. 3.2.1 General Business (B-2) District
6 - UDO Sec. 3.4.4 Speed Community Overlay District
7 - Aerial Map
8 - Area zoning map

9 - Future land use map
10 - Site photos
11 - UDO Section 2.3.5 Conditional Rezoning
12 - UDO Section 9.3.2 Consistency Statements for use by the Board of Commissioners
13 - Comprehensive Plan Chapter 10 Policies

ZONING MAP AMENDMENT APPLICATION
(CONDITIONAL REZONING)
EDGECOMBE COUNTY

Staff Use Only
Date: 6-28-26
Case No. 26-CR205

Property Information

Location: 4257 NC 122 N Hobgood, NC 27843

Parcel Number(s): 486101468600

Total Acreage to be Rezoned: Approximately .51 acres

Rezoning from R-10 district to B-2-C district.

Condition(s): 1. To use the site in it's present form with just the current fence instead of the Type C and streetscape buffers required under the Edgecombe County UDO.
2. In the event the commercial use of the property ceases, the County has the option to rezone the property back to R-10.

Attachments

- A non-refundable fee of $350 (checks payable to "Edgecombe County Planning Dept")
- A concept plan per Section 2.3.5 C.3.

Acknowledgements

• I hereby authorize Planning Staff to enter the property, videotape, or photograph the site prior to the Planning Board meeting.

Applicant: Hany Shehadeh

Mailing Address: 913 Jason Court, Rocky Mount, NC 27803

Phone No. 252-469-5031 Email: Bchylon200@gmail.com

Signature: [signature] Date: 7/28/26

Owner: Hany Shehadeh

Mailing Address: 913 Jason Court, Rocky Mount, NC 27803

Phone No. 252-469-5031 E-mail: Bchylon200@gmail.com

Signature: [signature] Date: 7/28/26

Note: *If the request if made by a corporation, the names and addresses of all officers in the corporation must be provided. The applicant or applicant's representative is expected to attend all meeting to answer questions concerning the rezoning request. The absence of the applicant is sufficient grounds to warrant a deferral of action by the Board of Commissioners. Please review Section 2.3.5 of the UDO for specific regulations and procedures.*



PIN: 486101468600
OWNER: SHEHADEH HANY
ADDRESS: 913 JASON COURT
CITY: ROCKY MOUNT
STATE: NC
ZIP: 27803
LOCATION: 4257 NC 122 N

PROPERTY DESCRIPTION:
19 & 20 BLK 4 RR ST

DEED DATE: 3/2/2023
SALE PRICE: 30000
DEED LOC: 1775/0052
ACCOUNT: 223715
ACREAGE: 0
LAND VALUE: 22000
BLDG VAL: 167887
NET VALUE: 189887
DEFERRED: 0
SUBDIVISION: SPEED TOWN OF (1910
TAX CODES: F07
ZONING: zoning

All parking spaces will be 10 x 19

Edgecombe County

7/28/2026

1 inch = 50 feet

0 0.005 0.01 0.02 mi

0 0.0075 0.015 0.03 km

B. The minimum building setback from any adjacent street right-of-way shall be at least 25 feet greater than the corresponding street setback applied to a single-family detached dwelling for the zoning district in which located.

C. The minimum side and rear setbacks shall be at least 50 feet unless a larger setback is required by the underlying zoning district.

D. A type C perimeter buffer configured in accordance with Section 6.5.9, Perimeter Buffers, shall be installed along all lot lines shared with a residence.

4.3.40. FREIGHT TERMINAL

A. All unpaved storage areas shall be maintained in a manner that prevents dust from adversely impacting adjacent properties.

B. Security fencing of a minimum height of six feet or other comparable method of enclosure shall be provided around all outside storage and staging areas.

C. An application for establishment of this use shall include a truck route plan that designates routes to minimize impacts on residential areas, schools, or other land uses that would be negatively impacted by truck traffic.

D. Where the site is bounded by a railroad right-of-way currently being used for rail service to the terminal, no setback shall be required between the railroad right-of-way and such operation.

4.3.41. FUEL OIL/BOTTLED GAS DISTRIBUTOR

Uses engaged in the storage or distribution of flammable materials shall meet the requirements established by the fire prevention code of the National Board of Fire Underwriters and the National Fire Protection Association standards, Flammable and Combustible Liquids Code, NFPA 30 and Standards for the Storage and Handling of Liquefied Petroleum Gases, NFPA 58, as applicable.

4.3.42. FUNERAL-RELATED SERVICES

A. Crematories shall not be located within a residential zoning district;

B. All storage shall take place within enclosed buildings; and

C. Display of headstones or other memorials shall be fully screened from any lot line shared with a lot in a residential zoning district.

4.3.43. GASOLINE SALES

A. There shall be no more than two gasoline service islands with fuel pumps.

B. All structures, buildings, and outdoor use areas shall be a minimum of 100 feet from a residentially used or zoned lot.

C. Equipment-producing noise or sound in excess of 70 decibels shall be located no closer than 100 feet to the nearest residence.

D. All unpaved areas shall be maintained in a manner that prevents dust from adversely impacting adjacent properties.

E. The use shall not generate noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the zoning district in which it is located.

F. Vehicle access to the use shall be provided only by way of a US or NC numbered highway.

4.3.44. GOLF COURSE (PUBLIC OR PRIVATE)

A. A minimum distance of at least 50 feet shall be maintained between a tee, green, or fairway and any adjacent residence.

B. Activities like driving ranges and similar features shall incorporate fencing, netting, or other control measures around the perimeter of the activity area to ensure projectiles do not leave the area and endanger off-site areas.

3.2.6. MULTI-FAMILY RESIDENTIAL (R-10) DISTRICT

A. R-10 DISTRICT PURPOSE STATEMENT

The Multi-Family Residential (R-10) district is the most dense of the residential districts and allows a broad range of residential use types. The R-10 district is typically configured as a single development on one or two lots, though are also some examples of multiple lot developments throughout the County. Multi-family development is typically more dense than its immediate surroundings, and can also serve as an effective transition between single-family detached development and adjacent commercial or employment uses. Buildings in the R-10 district tend to have shared site access, shared building access, common site features (like recreation space) owned in common, and centralized service functions. Residential densities are slightly higher for most forms of allowable residential development than is permitted in the other residential districts, though multi-family density is double that in the other residential districts. Uses that are potentially detrimental to residential development are generally discouraged in the R-10 district. In order to maintain compatibility with surrounding uses and ensure a high quality of development, all activities shall comply with the standards in Article 6. Standards.

B. R-10 EXAMPLE DEVELOPMENT









§3.2. CONVENTIONAL ZONING DISTRICTS

3.2.1. GENERAL BUSINESS (B-2) DISTRICT

A. B-2 DISTRICT PURPOSE STATEMENT

The General Business (B-2) district is intended to provide a wide range of general retail, business, and service uses to County residents. B-2 areas are typically located at major street intersections and along primary roadway corridors. Development in the B-2 district is comprised of a mix of individual buildings on individual sites and multi-tenant or multi-building developments. Multi-family and mixed-use forms of development are authorized in the district, and provision on upper floors of mixed-use buildings is encouraged. Uses in the district are subject to standards intended to ensure development is compatible with adjacent residential neighborhoods, ensure that the traffic carrying capacity along the County's major roadways is not impaired due to unsafe turning movements, and that development is well landscaped and aesthetically pleasing. In order to maintain compatibility with surrounding uses and ensure a high quality of development, all activities shall comply with the standards in Article 6. Standards.

B. B-2 EXAMPLE DEVELOPMENT







3.4.4. SPEED COMMUNITY OVERLAY (SCO) DISTRICT

(Amended 6-22-26 UDOTA7-26)

A. OVERVIEW

1. These standards address new and existing development on lots located within the former Town of Speed, North Carolina's planning jurisdiction. The Town was dissolved by an Act of the North Carolina General Assembly effective on July 1, 2026 and the former Town's development regulations are hereafter incorporated into this Ordinance.
2. This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions established prior to July 1, 2026.
3. To the extent that the provisions of this Ordinance are substantially the same as the provisions they replace, these provisions shall be considered as continuations of the prior provisions and not new enactments.
4. In no instance shall an unlawful situation existing in the area herein designated as the Speed Community Overlay (SCO) District prior to July 1, 2026 be rendered lawful by the adoption of this Ordinance, unless otherwise specifically provided for in writing.

B. PURPOSE AND INTENT

This Speed Community Overlay (SCO) district is established to ensure a smooth transition of land development regulation following the dissolution of the Town of Speed and the incorporation of its planning jurisdiction into the land area subject to this Ordinance. The overlay district is further intended to:

1. Integrate the former municipal development regulations into the broader planning and land-use policy framework of Edgecombe County;
2. Maintain continuity between the former Town of Speed development regulations and this Ordinance;
3. Identify areas of divergence between the formerly applicable regulations and these standards;
4. Clarify that in cases of divergence between the formerly applicable Town of Speed standards and the standards in this Ordinance that apply to existing development in place on July 1, 2026, only those development standards that maintain or increase the level of development potential are applicable to such pre-existing development;
5. Provide guidance to landowners in SCO district regarding the ability to maintain and continue existing lawfully-established development, even in cases where such development does not comply with the standards in this Ordinance; and
6. Provide a predictable regulatory framework, set of new provisions, and review process for landowners in the SCO district seeking to change existing land uses, existing buildings, or existing sites after July 1, 2026.

C. BOUNDARIES

1. The boundaries of the Speed Community Overlay (SCO) district are depicted on the County's Official Zoning Map.
2. In no instance shall the boundaries of the SCO district be expanded beyond the initial boundary of the Town of Speed's planning jurisdiction as it existed prior to July 1, 2026.

D. TRANSLATION OF BASE ZONING DISTRICT DESIGNATIONS

Table 3.4.4.D, Speed Zoning District Translation, describes how the former zoning districts in the Town of Speed have been translated to the corresponding zoning districts in this Ordinance.

TABLE 3.4.4.D: SPEED ZONING DISTRICT TRANSLATION

Former Zoning District (in former Town of Speed)		Corresponding Zoning District in this Ordinance	
A-R	Agricultural Residential	AR-30	Rural Residential
R-20	Residential	R-20	Mixed Residential
R-15	Residential	R-10	Multi-Family Residential
B-1	Neighborhood Commercial	B-1	Light Business
B-2	General Commercial	B-2	General Business
M-1	Light Industrial	M-1	Light Industrial
M-2	Heavy Industrial	M-2	General Industrial

E. APPLICABILITY OF UDO STANDARDS

1. ZONING DISTRICT DIMENSIONAL STANDARDS

Lots in the SCO district shall comply with the dimensional requirements for the zoning district where located, in accordance with Article 3, Districts.

2. ALLOWABLE PRINCIPAL USE TYPES

Except as modified by Table 3.4.4.E, Principal Uses Also Permitted in the SCO District, principal uses shall comply with the standards for the zoning district where located in accordance with Section 4.2.1, Principal Use Table. Principal uses identified in the table below may also be permitted on lots within the identified base zoning districts, when located within the SCO district.

TABLE 3.4.4.E: PRINCIPAL USES ALSO PERMITTED IN THE SCO DISTRICT

Zoning District Designation	Type of Principal Use Prohibited Except on Lots in the SCO District	Procedure for Establishment [1]
AR-30	Manufactured Home Park	Special Use Permit
R-20	Use Type listed under Agricultural Use Classification [2]	Zoning Compliance Permit
	Outpatient Facility	Special Use Permit
	Utility, Major	Special Use Permit
R-10	Use Type listed under Agricultural Use Classification [2]	Zoning Compliance Permit
	Cemetery	Zoning Compliance Permit
	Outpatient Facility	Special Use Permit
	Utility, Major	Special Use Permit

TABLE 3.4.4.E: PRINCIPAL USES ALSO PERMITTED IN THE SCO DISTRICT

Zoning District Designation	Type of Principal Use Prohibited Except on Lots in the SCO District	Procedure for Establishment [1]
B-1	Use Type listed under Agricultural Use Classification [2]	Zoning Compliance Permit
	Heavy Equipment Sales, Rental, & Repair	Special Use Permit
	Outdoor Recreation, Commercial	Special Use Permit
B-2	Community Center	Zoning Compliance Permit
	Contractor Services / Yard	Zoning Compliance Permit
	Heavy Equipment Sales, Rental, & Repair	Special Use Permit
	Salvage and Junkyard	Zoning Compliance Permit
M-1	Heavy Manufacturing	Zoning Compliance Permit
M-2	Use Type listed under Livestock-Related use Category [2]	Zoning Compliance Permit
	Farm Supply Sales [2]	Zoning Compliance Permit
	Retail, Low Intensity	Zoning Compliance Permit
	Retail, High Intensity	Zoning Compliance Permit

NOTES:
[1] Establishment of a particular use type may also require approval of a subdivision, site plan, or other application procedure identified in Article 2, Applications.
[2] Bona fide farm uses are exempted from the zoning-related provisions in this Ordinance.

3. DEVELOPMENT STANDARDS

i. Development existing as of 6/22/26 may continue and be replaced in kind or in footprint.

ii. Any changes in use type, alterations to site features, or expansions of existing buildings shall comply with the development standards in place at the time of change or alteration.

iii. In cases where the existing development cannot comply with the applicable development standards, the applicant may seek a variance, a conditional rezoning, or an authorization to become nonconforming.

F. NONCONFORMITIES

1. USES, STRUCTURES, AND SITE FEATURES

i. All lawfully-established uses and structures on lots located within the SCO district as of July 1, 2026 shall be considered conforming with respect to these standards regardless of

their status under the Town of Speed regulations as conforming or nonconformities or the degree to which they comply with the standards in this Ordinance.

ii. Changes of use, alterations of existing structures, or other changes to site features (e.g., parking, landscaping, exterior lighting, etc.) after July 1, 2026 shall fully comply with all applicable requirements in this Ordinance.

iii. In cases where a change of an existing use, alteration of an existing structure, or change of a existing site feature proposed after July 1, 2026 can not fully comply with the applicable standards in this Ordinance, a landowner may only proceed with the proposed development following approval of a Variance in accordance with Section 2.3.26, Variance, a Conditional Rezoning in accordance with Section 2.3.5, Conditional Rezoning, or a Nonconforming Authorization in accordance with Section 3.4.4.F.4, Nonconforming Authorization.

2. LOTS

i. Lawfully-established nonconforming lots of record established prior to July 1, 2026 may be continued and developed, and such lots shall comply with the applicable dimensional standards for the zoning district to the extent practical.

ii. In no instance shall an existing nonconforming lot of record be further subdivided or be subject to a change in lot line location unless such subdivision or lot line change renders the lot conforming with all applicable requirements in this Ordinance.

3. SIGNS

Lawfully-established nonconforming signage may be continued in accordance with the standards in Section §5.3, Nonconforming Signs, and Section 160D-912.1 of the North Carolina General Statutes. In the event of conflict between the two, the standards in the North Carolina General Statutes shall control.

4. NONCONFORMING AUTHORIZATION

Authorization to become nonconforming may only be issued by the Board of County Commissioners following a public hearing conducted for the purposes of determining if changes to an existing use or development established prior to July 1, 2026 cannot fully comply with the applicable standards in this Ordinance. Such determination shall be based on the following criteria:

i. Full compliance with the standards in this Ordinance is impractical due to physical conditions or some other aspect that is beyond the applicant's control;

ii. The proposed change does not meet standards for a hardship associated with a Variance;

iii. The proposed change is not subject to an approved Conditional Rezoning;

iv. The request for nonconforming authorization includes consent to become nonconforming from all affected landowners;

v. The proposed change will result in development that is in harmony with its immediate surroundings, and is not likely to pose a risk to public safety or negative impact upon adjacent property values;

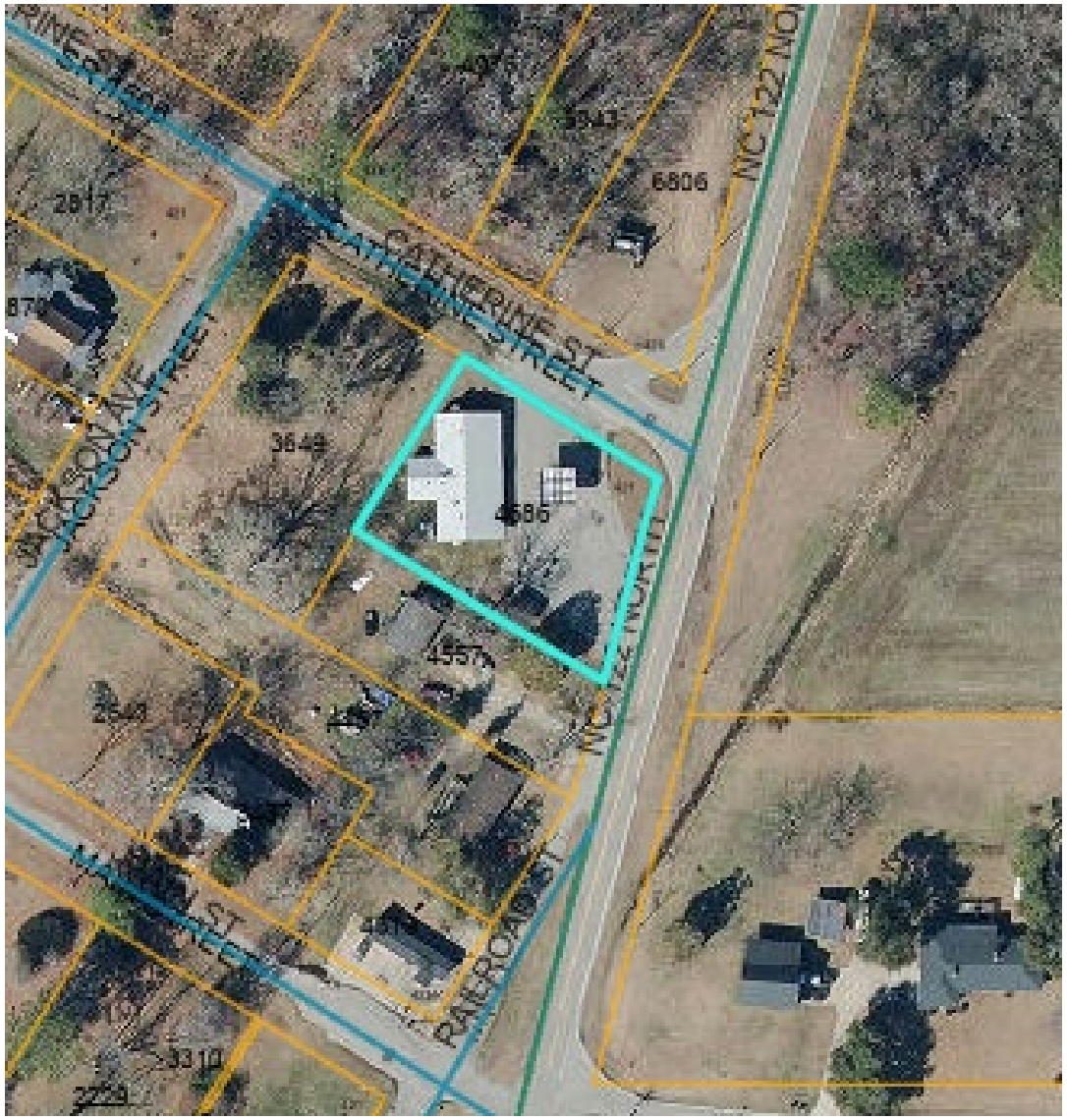
vi. The configuration of the proposed change is as close to full compliance with this Ordinance as is possible, in the sole opinion of the Board of County Commissioners; and

vii. The applicant has demonstrated, to the satisfaction of the Board of County Commissioners, that any potential negative impacts resulting from the authorization, if any, have been mitigated to the maximum extent practicable.

(Amended 6-22-26 UDOTA7-26)

3.4.5. WATERSHED PROTECTION OVERLAY DISTRICT

Rezoning Case #26-CRZ05
Aerial Map



Rezoning Case #26-CRZ05
Zoning Map

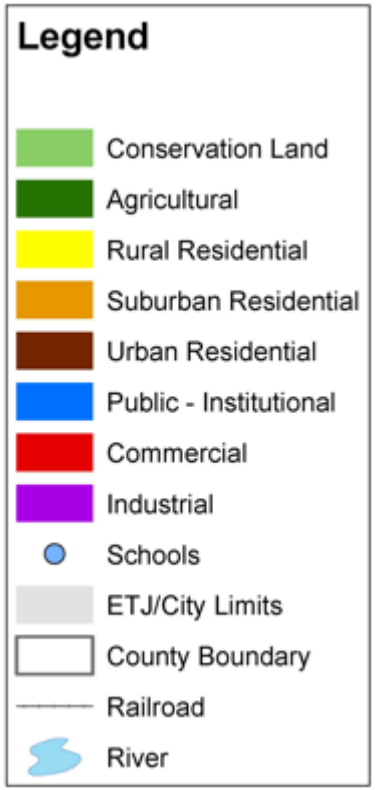


Legend

- AR-30
- B-1
- B-1-C
- B-2
- B-2-C
- M-1
- M-2
- O-I
- R-10
- R-20
- R-20-C
- R-30
- R-30-C

Rezoning Case #26-CRZ05
Area Future Land Use Map





26-CRZ05
Site Visit Photos
July 31, 2026

Subject Property



2.3.5. CONDITIONAL REZONING

A. PURPOSE AND INTENT

The purpose of this section is to provide a uniform means for amending the Official Zoning Map to establish a conditional zoning district. In cases where the standards of a conventional zoning district are inadequate to ensure that development allowed by the district will conform to the County's adopted plans or to appropriately address the impacts expected to be generated by development, a landowner may apply for a conditional rezoning. The conditional rezoning, if approved, establishes a parallel conditional zoning district that is equivalent to a corresponding conventional zoning district, except as modified through additional conditions that the applicant and County mutually agree are necessary to ensure conformance with adopted plans and to adequately address expected development impacts.

B. PROCEDURES DISTINGUISHED

Applications filed as a conditional rezoning application may not be converted to a conventional rezoning application during the review process, and shall instead be withdrawn and resubmitted as a conventional rezoning application (see Section 2.3.7, Conventional Rezoning).

C. APPLICATION FILING

1. Conditional rezoning applications may only be initiated by all the listed landowner(s) of the land subject to the application, or their authorized agents.
2. All conditions of approval proposed by the applicant must be included with the conditional zoning application.
3. Conditional rezoning applications shall include a concept plan depicting the proposed development configuration that shall be reviewed by the Technical Review Committee prior to consideration by the Planning Board.

D. PROCEDURE

The review procedure for a conditional rezoning shall be in accordance with Section §2.2, Application Summary Table, Figure 2.3.5, Conditional Rezoning Procedure, and Section §2.4, Review Procedures.

FIGURE 2.3.5: CONDITIONAL REZONING PROCEDURE

Step	Action
1	**Pre-Application Conference** See Section 2.4.2, Pre-Application Conference
2	**File Application** See S Section 2.4.4, Application Filing Requires a concept plan
3	**Completeness Determination** See Section 2.4.4.F, Determination of Application Completeness
4	**Staff Review** See Section 2.4.6, Staff Review and Action
5	**Planning Board Review and Recommendation** See Section 2.4.8, Public Hearings and Meetings
6	**Public Hearing Scheduled**
7	**Public Notification** See Section 2.4.7, Public Notice
8	**Board of Commissioners Review and Decision** See Section 2.3.5.G, Review Criteria
9	**Written Notification of Decision** See Section 2.4.10, Written Notice of Decision

E. RECOMMENDATION BY PLANNING BOARD

1. After conclusion of a public meeting, the Planning Board shall make a recommendation on the application in accordance with Section 2.3.5.G, Review Criteria.
2. In making its recommendation, the Planning Board shall prepare a written statement regarding the application's consistency with the County's adopted policy guidance.
3. During its review of a conditional rezoning application, the Planning Board may suggest revisions to the proposed conditions (including the concept plan), consistent with the

provisions of Section 2.3.5.H, Conditions of Approval. Only those revisions agreed to in writing by the applicant shall be incorporated into the application.

F. DECISION

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the rezoning application in accordance with the standards in Section 2.3.5.G, Review Criteria.
2. The decision shall be one of the following:
   i. Approval of the application;
   ii. Denial of the application;
   iii. Approval of a revised application; or
   iv. Remand of the application to the Planning Board or Technical Review Committee for further consideration.
3. The decision shall be based on the legislative discretion of the Board of Commissioners, taking into consideration the recommendation of the Planning Board and the standards in Section 2.3.5.G, Review Criteria.
4. In making its decision, the Board of Commissioners shall adopt a written statement of reasonableness and consistency with the County's adopted policy guidance in accordance with Section 160D-605 of the North Carolina General Statutes.

G. REVIEW CRITERIA

The advisability of an amendment to the Official Zoning Map is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny a proposed conditional rezoning, the Board of Commissioners may weigh the relevance of and consider the following:

1. Whether the proposed conditional rezoning advances the public health, safety, or welfare;
2. Whether and the extent to which the proposed conditional rezoning is appropriate for its proposed location, and is consistent with the purposes, goals, objectives, and policies of the County's adopted policy guidance;
3. Whether an approval of the conditional rezoning is reasonable and in the public interest;
4. Whether and the extent to which the concept plan associated with the conditional rezoning is consistent with this Ordinance; and
5. Any other factors as the Board of Commissioners may determine to be relevant.

H. CONDITIONS OF APPROVAL

1. Only conditions mutually agreed to by the owner(s) of the property that is the subject of a conditional zoning district designation, and the Board of Commissioners may be approved as part of a conditional rezoning application establishing a conditional zoning district.
2. Unless subject to an approved condition, all requirements of a corresponding conventional zoning district shall apply to a conditional zoning district.
3. Conditions of approval shall comply with Section 2.3.5.H, Conditions of Approval.

I. DESIGNATION

1. ON OFFICIAL ZONING MAP

The Zoning Administrator shall make changes to the Official Zoning Map promptly after approval of a conditional rezoning application by the Board of Commissioners.

2. ON FUTURE LAND USE MAP

In cases where the Board of Commissioners approves a conditional rezoning application, they deem to be inconsistent with adopted policy guidance, the future land use map shall be amended with a note referencing the rezoning application approval and no additional request or application for a comprehensive plan amendment shall be required.

J. EFFECT

Lands subject to a conditional rezoning shall be subject to all the standards, conditions, and plans approved as part of that application. These standards, plans, and approved conditions are perpetually binding on the land as an amendment to this Ordinance and the Official Zoning Map, and may only be changed in accordance with the procedures established in this Ordinance.

K. AMENDMENT

Amendments to a conditional rezoning application approval shall be considered as minor modifications or major modifications, in accordance with the following:

1. MINOR MODIFICATIONS

i. Subsequent plans and permits for development within a conditional zoning district may include minor modifications, provided the development continues to meet the minimum requirements of this Ordinance. Minor modifications are limited to changes that have no material effect on the character of the development or changes that address technical considerations that could not reasonably be anticipated at the time of the conditional rezoning application approval.

ii. The following minor modifications may be approved by the Technical Review Committee:

a. Changes to the location of entrances or driveways, the rearrangement of internal streets, turn lanes, drives, or access restrictions;

b. Changes to the configuration of parking areas, but not the number of parking spaces;

c. Changes to the configuration or location of open space or placement of required amenities, provided the amount of open space (whether passive or active) is unchanged;

d. Changes to the configuration of landscape yards, including types of materials, provided minimum width and planting requirements are met;

e. Changes to the proposed building elevation or facade, including materials, provided that the change retains the same general architectural character and remains consistent with the design parameters established in the approval; and

f. Changes to the arrangement or location of buildings provided there is no increase in the number of buildings, size, or amount of impervious surface.

iii. Nothing shall limit the landowner of an individual lot from seeking approval of a minor modification provided such modification is applied solely to the lot(s) under their ownership and provided the modification is not a major modification.

iv. In no instance shall a minor modification include any changes to the range of proposed uses or the overall density of the development.

2. MAJOR MODIFICATIONS CONSIDERED AMENDMENTS

i. Changes that materially affect the basic configuration of the development, basic parameters of conditions of approval, or that exceed the scope of a minor modification are considered major modifications or amendments.

ii. Major modifications include, but are not limited to:

a. Increases in building height;

b. Changes in proposed use types;

c. Changes in density or intensity;

d. Decreases in open space;

e. Substantial changes in the location of streets (particularly if streets are to be deleted or access points to the development moved so traffic flows both inside and outside the development are affected); and

f. Change in the location of any public easement.

iii. Major modifications shall be treated as an amendment that must be reviewed and considered in accordance with the procedures and standards established for the original approval of a conditional rezoning application.

3. SITE PLANS FILED FOLLOWING APPROVAL OF A CONCEPT PLAN

Site plans that deviate substantially from a prior-approved concept plan shall be considered a major modification requiring re-review of the associated conditional rezoning application.

L. EXPIRATION

Approved conditional rezoning applications shall not expire. In the event the development contemplated in a conditional rezoning application is not commenced within two years from the date of the approval, the Board of Commissioners may initiate a rezoning application to return the land to its prior or to some other appropriate zoning district designation.

M. APPEAL

1. The decision of the Board of Commissioners with regard to a rezoning application may be challenged by the filing of a declaratory judgement action in the Superior Court for Edgecombe County.

2. An appellant shall file a petition for review with the Clerk of Court within 30 days of the date the decision is filed in the office of the appropriate review authority and delivered by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective.

3. Receipt of written notice provided via first class mail in accordance with Section 160D-403(b) of the North Carolina General Statutes shall be deemed to be received on the third business day following deposit of the notice for mailing with the United States Postal Service.

Subject Property: Fence



Figure 1: Adjoining 4231 NC 122 North.



Figure 2: Sideview of fence adjoining 4231 NC 122 North.



Figure 3: Zoomed in view of back of fence adjoining 4231 NC 122 North.



Figure 4: Adjoining 101 Jackson Street.



Figure 5: Sideview of fence adjoining 101 Jackson Street.

Subject Property: Southbound view of NC 122 North



Subject Property: Northbound view of NC 122 North



Subject Property: Westbound view of Catherine Street



Subject Property: Eastbound view



2.3.5. CONDITIONAL REZONING

A. PURPOSE AND INTENT

The purpose of this section is to provide a uniform means for amending the Official Zoning Map to establish a conditional zoning district. In cases where the standards of a conventional zoning district are inadequate to ensure that development allowed by the district will conform to the County's adopted plans or to appropriately address the impacts expected to be generated by development, a landowner may apply for a conditional rezoning. The conditional rezoning, if approved, establishes a parallel conditional zoning district that is equivalent to a corresponding conventional zoning district, except as modified through additional conditions that the applicant and County mutually agree are necessary to ensure conformance with adopted plans and to adequately address expected development impacts.

B. PROCEDURES DISTINGUISHED

Applications filed as a conditional rezoning application may not be converted to a conventional rezoning application during the review process, and shall instead be withdrawn and resubmitted as a conventional rezoning application (see Section 2.3.7, Conventional Rezoning).

C. APPLICATION FILING

1. Conditional rezoning applications may only be initiated by all the listed landowner(s) of the land subject to the application, or their authorized agents.
2. All conditions of approval proposed by the applicant must be included with the conditional zoning application.
3. Conditional rezoning applications shall include a concept plan depicting the proposed development configuration that shall be reviewed by the Technical Review Committee prior to consideration by the Planning Board.

D. PROCEDURE

The review procedure for a conditional rezoning shall be in accordance with Section §2.2, Application Summary Table, Figure 2.3.5, Conditional Rezoning Procedure, and Section §2.4, Review Procedures.

FIGURE 2.3.5: CONDITIONAL REZONING PROCEDURE

Step	Action
1	**Pre-Application Conference** See Section 2.4.2, Pre-Application Conference
2	**File Application** See S Section 2.4.4, Application Filing Requires a concept plan
3	**Completeness Determination** See Section 2.4.4.F, Determination of Application Completeness
4	**Staff Review** See Section 2.4.6, Staff Review and Action
5	**Planning Board Review and Recommendation** See Section 2.4.8, Public Hearings and Meetings
6	**Public Hearing Scheduled**
7	**Public Notification** See Section 2.4.7, Public Notice
8	**Board of Commissioners Review and Decision** See Section 2.3.5.G, Review Criteria
9	**Written Notification of Decision** See Section 2.4.10, Written Notice of Decision

E. RECOMMENDATION BY PLANNING BOARD

1. After conclusion of a public meeting, the Planning Board shall make a recommendation on the application in accordance with Section 2.3.5.G, Review Criteria.
2. In making its recommendation, the Planning Board shall prepare a written statement regarding the application's consistency with the County's adopted policy guidance.
3. During its review of a conditional rezoning application, the Planning Board may suggest revisions to the proposed conditions (including the concept plan), consistent with the

provisions of Section 2.3.5.H, Conditions of Approval. Only those revisions agreed to in writing by the applicant shall be incorporated into the application.

F. DECISION

1. After the conclusion of a legislative public hearing, the Board of Commissioners shall decide the rezoning application in accordance with the standards in Section 2.3.5.G, Review Criteria.
2. The decision shall be one of the following:
   i. Approval of the application;
   ii. Denial of the application;
   iii. Approval of a revised application; or
   iv. Remand of the application to the Planning Board or Technical Review Committee for further consideration.
3. The decision shall be based on the legislative discretion of the Board of Commissioners, taking into consideration the recommendation of the Planning Board and the standards in Section 2.3.5.G, Review Criteria.
4. In making its decision, the Board of Commissioners shall adopt a written statement of reasonableness and consistency with the County's adopted policy guidance in accordance with Section 160D-605 of the North Carolina General Statutes.

G. REVIEW CRITERIA

The advisability of an amendment to the Official Zoning Map is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny a proposed conditional rezoning, the Board of Commissioners may weigh the relevance of and consider the following:

1. Whether the proposed conditional rezoning advances the public health, safety, or welfare;
2. Whether and the extent to which the proposed conditional rezoning is appropriate for its proposed location, and is consistent with the purposes, goals, objectives, and policies of the County's adopted policy guidance;
3. Whether an approval of the conditional rezoning is reasonable and in the public interest;
4. Whether and the extent to which the concept plan associated with the conditional rezoning is consistent with this Ordinance; and
5. Any other factors as the Board of Commissioners may determine to be relevant.

H. CONDITIONS OF APPROVAL

1. Only conditions mutually agreed to by the owner(s) of the property that is the subject of a conditional zoning district designation, and the Board of Commissioners may be approved as part of a conditional rezoning application establishing a conditional zoning district.
2. Unless subject to an approved condition, all requirements of a corresponding conventional zoning district shall apply to a conditional zoning district.
3. Conditions of approval shall comply with Section 2.3.5.H, Conditions of Approval.

I. DESIGNATION

1. ON OFFICIAL ZONING MAP

The Zoning Administrator shall make changes to the Official Zoning Map promptly after approval of a conditional rezoning application by the Board of Commissioners.

2. ON FUTURE LAND USE MAP

In cases where the Board of Commissioners approves a conditional rezoning application, they deem to be inconsistent with adopted policy guidance, the future land use map shall be amended with a note referencing the rezoning application approval and no additional request or application for a comprehensive plan amendment shall be required.

J. EFFECT

Lands subject to a conditional rezoning shall be subject to all the standards, conditions, and plans approved as part of that application. These standards, plans, and approved conditions are perpetually binding on the land as an amendment to this Ordinance and the Official Zoning Map, and may only be changed in accordance with the procedures established in this Ordinance.

K. AMENDMENT

Amendments to a conditional rezoning application approval shall be considered as minor modifications or major modifications, in accordance with the following:

1. MINOR MODIFICATIONS

i. Subsequent plans and permits for development within a conditional zoning district may include minor modifications, provided the development continues to meet the minimum requirements of this Ordinance. Minor modifications are limited to changes that have no material effect on the character of the development or changes that address technical considerations that could not reasonably be anticipated at the time of the conditional rezoning application approval.

ii. The following minor modifications may be approved by the Technical Review Committee:

a. Changes to the location of entrances or driveways, the rearrangement of internal streets, turn lanes, drives, or access restrictions;

b. Changes to the configuration of parking areas, but not the number of parking spaces;

c. Changes to the configuration or location of open space or placement of required amenities, provided the amount of open space (whether passive or active) is unchanged;

d. Changes to the configuration of landscape yards, including types of materials, provided minimum width and planting requirements are met;

e. Changes to the proposed building elevation or facade, including materials, provided that the change retains the same general architectural character and remains consistent with the design parameters established in the approval; and

f. Changes to the arrangement or location of buildings provided there is no increase in the number of buildings, size, or amount of impervious surface.

iii. Nothing shall limit the landowner of an individual lot from seeking approval of a minor modification provided such modification is applied solely to the lot(s) under their ownership and provided the modification is not a major modification.

iv. In no instance shall a minor modification include any changes to the range of proposed uses or the overall density of the development.

2. MAJOR MODIFICATIONS CONSIDERED AMENDMENTS

i. Changes that materially affect the basic configuration of the development, basic parameters of conditions of approval, or that exceed the scope of a minor modification are considered major modifications or amendments.

ii. Major modifications include, but are not limited to:

a. Increases in building height;

b. Changes in proposed use types;

c. Changes in density or intensity;

d. Decreases in open space;

e. Substantial changes in the location of streets (particularly if streets are to be deleted or access points to the development moved so traffic flows both inside and outside the development are affected); and

f. Change in the location of any public easement.

iii. Major modifications shall be treated as an amendment that must be reviewed and considered in accordance with the procedures and standards established for the original approval of a conditional rezoning application.

3. SITE PLANS FILED FOLLOWING APPROVAL OF A CONCEPT PLAN

Site plans that deviate substantially from a prior-approved concept plan shall be considered a major modification requiring re-review of the associated conditional rezoning application.

L. EXPIRATION

Approved conditional rezoning applications shall not expire. In the event the development contemplated in a conditional rezoning application is not commenced within two years from the date of the approval, the Board of Commissioners may initiate a rezoning application to return the land to its prior or to some other appropriate zoning district designation.

M. APPEAL

1. The decision of the Board of Commissioners with regard to a rezoning application may be challenged by the filing of a declaratory judgement action in the Superior Court for Edgecombe County.

2. An appellant shall file a petition for review with the Clerk of Court within 30 days of the date the decision is filed in the office of the appropriate review authority and delivered by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective.

3. Receipt of written notice provided via first class mail in accordance with Section 160D-403(b) of the North Carolina General Statutes shall be deemed to be received on the third business day following deposit of the notice for mailing with the United States Postal Service.

§9.3. EXAMPLE STATEMENTS OF CONSISTENCY

(Amended 5-2-22 UDOTA 1-22)

The following are examples of statements of consistency for use by the Planning Board or the Board of County Commissioners where considering amendments to the text of this Ordinance or the Official Zoning Map.

9.3.1. STATEMENTS FOR USE BY PLANNING BOARD

A. GENERALLY

In making its determination about an application, the Planning Board shall find that the application is or is not consistent with the County's adopted policy guidance. One of the following statements shall be included with the Planning Board's recommendation.

B. APPLICATION CONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Planning Board concludes that the application, as presented, IS consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

_____

_____

_____

C. APPLICATION INCONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Planning Board concludes that the application, as presented, is NOT consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

_____

_____

_____

9.3.2. STATEMENTS FOR USE BY THE BOARD OF COMMISSIONERS

A. GENERALLY

1. In making its determination about an application, the Board of Commissioners shall find that the application is or is not consistent with the County's adopted policy guidance and that the application is or is not reasonable and in the public interest. Findings of consistency and reasonableness may be consolidated as a single statement or as separate statements.
2. Statements shall be included with the Board of Commissioner's written decision.
3. There is no legal requirement for the Board of Commissioners to find that a proposed amendment to this Ordinance or the Official Zoning Map is consistent with the County's adopted policy guidance in order to approve the application.
4. In cases where an application that is inconsistent with the County's adopted policy guidance is approved the County's adopted policy guidance is automatically revised to be consistent with that application approval.

B. APPLICATION CONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Board of County Commissioners concludes that the application, as presented, IS consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

_____

_____

_____

C. APPLICATION IS REASONABLE

The Edgecombe County Board of County Commissioners concludes that the application, as presented, IS reasonable and IS in the public interest based on the following reasons:

_____
_____
_____

D. APPLICATION INCONSISTENT WITH ADOPTED POLICY GUIDANCE

The Edgecombe County Board of County Commissioners concludes that the application, as presented, is NOT consistent with Edgecombe County's adopted policy guidance as expressed in the 2014 Comprehensive Plan based on the following reasons:

_____
_____
_____

E. APPLICATION IS UNREASONABLE OR NOT IN THE PUBLIC INTEREST

The Edgecombe County Board of County Commissioners concludes that the application, as presented, is NOT reasonable and is NOT in the public interest based on the following reasons:

_____
_____
_____

CHAPTER 10
POLICIES

HOUSING

1. **Housing Options and Diversity.** Increase housing options to meet the varying needs of diverse populations. Diversify the housing products available in the county, especially for persons who either don't desire or cannot afford a single-family, detached home on a larger lot of land. Strive for well-designed neighborhoods that provide a variety of housing types and densities. Encourage the development of housing suitable for elderly populations.

2. **Affordability.** Increase affordable housing opportunities for low and moderate-income households.

3. **Design of Senior and Disabled Housing.** Houses should be made available for seniors and disabled persons that contain a single-level with no-step entrances and wide doorways.

4. **Housing Programs.** Identify and pursue various private, state, and federal housing programs designed to improve the housing stock, and use a variety of means, actions, and programs to correct housing problems where they exist.

5. **Nonprofit Housing Organizations.** Encourage the creation of, and cooperate with, community-based housing organizations in the pursuit of more affordable workforce housing.

6. **Healthy Home Design.** Encourage designers, architects, and contractors to seek to understand building science and construction methods involving healthy homes.

ECONOMIC DEVELOPMENT

1. **Economic Development Goals.** Enhance the economic growth potential of Edgecombe County, and provide for improved employment opportunities. Diversify the economic base of the county.

2. **Range of Jobs Available.** A range of job types should be available in the town and its vicinity to meet the diverse needs of the local workforce.

3. **Incentives.** Consider incentives, such as job tax credits, for current and future businesses to relocate or expand to increase the need for skilled workers.

4. **Agriculture.** Maintain, and if possible, expand the viability of agricultural production as an economic activity.

5. **Tourism.** Expand tourism opportunities as a means for rural economic development. Emphasis should be placed on heritage tourism, agricultural-based tourism, and ecological-sustainable tourism.

6. **Redevelopment and Reuse of Existing Buildings.** Encourage the redevelopment of obsolete industrial and commercial buildings or the adaptive reuse of them.

7. **Small Businesses and Home Occupations.** Promote the establishment and retention of small businesses in the county, including home occupations that meet neighborhood compatibility standards.

8. **Positive Business Climate.** Create and maintain a positive climate for business in the county.

9. **Balanced Regulation.** Balance the need to regulate the design and appearance of commercial and other properties with a positive regulatory environment that is sensitive to the need for businesses to be competitive in the marketplace.

10. **Education and Training.** Educational and training opportunities should be readily available in the county – to permit residents to improve their job skills, adapt to technological advances, and to pursue entrepreneurial ambitions.

NATURAL RESOURCES AND THE ENVIRONMENT

1. **Preservation Generally.** The natural environment should be preserved as much as possible. Preserving natural features helps maintain air and water quality, as well as provides visual and recreational amenities for local citizens.

2. **Environmentally Sensitive Areas.** Prevent development from occurring in, or significantly encroaching upon environmentally sensitive areas, such as floodplains, wetlands, and groundwater recharge areas. Evaluate subdivision proposals for their impacts on sensitive lands and prevent consumption of large amounts of land regardless of suitability for development.

3. **Floodways and Floodplains.** Prohibit development within floodways and restrict or prohibit development in flood plains. If development within flood plains is allowed, flood plain storage should not be decreased from its present state.

4. **Wetlands.** Preserve wetlands where they exist, or as a last resort if they cannot be preserved on-site, mitigate wetland loss by increasing ecologically equivalent wetlands on other appropriate sites (i.e., wetland mitigation through wetland banking).

5. **Wildlife Habitat.** Plan for the preservation of wildlife habitat in order to minimize the possibility of plant and animal species becoming threatened, endangered or extinct.

6. **Environmental Health.** Promote health for all people through a healthy environment, improve air and water quality, and reduce air and water pollution. Reduce the amount of toxic pollutants released into the environment, and reduce waterborne disease outbreaks arising from water intended for drinking among persons served by community water systems. Minimize the risks to human health and the environment posted by hazardous sites.

7. **Stormwater Management.** Manage, mitigate, and reduce negative impacts of increased storm water runoff in all land development practices. Emphasize low impact development techniques for stormwater management in all areas, as appropriate.

8. **Trees.** Encourage the planting of street trees in subdivisions and new land developments. Discourage the cutting of trees when not necessary for land development. Encourage the preservation and enhancement of tree canopy.

9. **Water Conservation.** Promote the conservation of water by residents and businesses.

HISTORIC RESOURCES

1. **Identification.** Identify significant crossroad communities, historic sites and structures, and other physical landmarks for preservation.

2. **Compatible Character.** The historic character of the county should be maintained by encouraging new development that is compatible with the traditional features of the community, and protecting historic properties from incompatible intrusions.

3. **Community Support and Awareness.** Strive to increase community support and awareness for historic preservation.

4. **National Register Listings.** Encourage the addition of eligible properties to the National Register of Historic Places.

GROWTH MANAGEMENT

1. **Growth and Development Goal.** Manage the physical growth and development of Edgecombe County by promoting more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the predominant rural lifestyle that makes the County a unique place to live.

2. **Extraterritorial Jurisdictions (ETJs).** Develop ETJ establishment and expansion criteria. Before consenting to or approving the extension of municipal extraterritorial jurisdictions (ETJs), ensure that municipalities have the ability to plan for, provide, and administer facilities and services to these areas.

3. **Urban.** Limit higher density/intensity development to areas designated for urban growth (such as ETJs) and with appropriate public facilities and services. Encourage

development in areas where road, water, sewer, school, and other necessary infrastructure is available, planned, or can most cost effectively be provided and extended to serve development. Concentrate employment land use along transportation corridors as well as within existing industrial parks where public infrastructure is available or can be most efficiently extended.

4. **Suburban.** Encourage a compact pattern of suburban development in designated areas within and near existing town limits (including extraterritorial jurisdictions, and discourage suburban sprawl. Identify infill housing opportunities (within the County and within local municipalities) where there is existing public infrastructure. Encourage suburban residential development to locate on infill sites and in places where adequate public infrastructure is available or planned and where adverse effects on sensitive environmental areas can be minimized. This means that suburban residential development may be considered appropriate in areas served by county water, even though the tract to be developed is not designated as suburban residential on the future land use plan map. Discourage the use of conventional suburban residential subdivision designs that consume large amounts of land regardless of suitability for development.

5. **Rural.** Preserve and maintain the rural character of Edgecombe County, including historic sites, structures, crossroad communities, and other physical features that reflect and communicate community heritage. Encourage any new development occurring in such areas be sensitive to and compatible with rural, historic character. Promote the use of land management techniques that reduce the impact of development on rural character, reduce storm water runoff, and conserve sensitive environmental areas. Prevent rural sprawl.

6. **Agricultural.** Preserve large tracts of prime agricultural land and protect them from premature development. Discourage non-farm development and the extension of suburban or urban infrastructure into identified prime agricultural areas. Methods available include but are not limited to zoning, conservation easements, and voluntary agricultural districts.

7. **Conservation.** Promote the conservation of private land through multiple means, such as via tax incentives and conservation easements.

LAND USE

1. **Use of Plan.** Use the future land use plan and the comprehensive plan policies as a guide in considering the rezoning of land and in approving subdivision plats and land development plans.

2. **Conservation Subdivisions.** Provide for and encourage conservation subdivisions, especially in rural and agricultural areas to protect prime agricultural lands, historic sites, sensitive environmental features of the landscape, and scenic rural vistas. Consider regulatory incentives such as additional density in exchange for preserving the most prized natural resources and sensitive or historic sites.

3. **Protect Neighborhoods from Incompatible Land Uses.** Protect the county's established residential areas from encroachment by incompatible land uses.

4. **Incompatibilities and Screening.** Discourage conflicting and incompatible land uses from abutting one another. Where conflicts and incompatibilities are likely between land uses, screening and buffering requirements should be instituted to reduce incompatibility and enhance the visual appeal of development.

5. **Industry.** Industrial land uses should be limited to areas outside of flood plains, with relatively level topography, adequate water and sewerage facilities, and access to arterial streets. Industrial zoning should generally not be approved in locations not so designated on the future land use plan.

6. **Crossroads Communities.** Neighborhood and other commercial development may be appropriate in areas designated as "crossroads communities" on the future land use plan map.

COMMUNITY FACILITIES AND SERVICES

1. **Infrastructure Generally.** Give priority to the provision of county public facilities (solid waste collection, fire protection, water and sewer, etc.) to designated growth areas.

2. **Capital Improvement Plan.** Prepare and update at least biennially a capital improvement program and budget. Use the short-term work program in this comprehensive plan as a guide to preparing more detailed capital plans and project descriptions.

3. **Emergency Preparedness.** Periodically review and revise the disaster preparedness and emergency management plans in conjunction with municipalities in the county.

4. **Intergovernmental Agreements.** Periodically assess existing intergovernmental agreements for the provision and delivery of community facilities and services, and develop new agreements as appropriate.

5. **Parks, Recreation, and Conservation.** Define and develop a public parks and recreation system at the countywide level to supplement city and town parks and recreation facilities and recreation sites at public schools. The county should focus on larger scale, regional open spaces providing passive recreation, as opposed to an emphasis on constructing active recreation sites such as ball fields.

6. **Public-Private Commercial Recreation.** Seek opportunities to work with private entities to provide recreational opportunities not normally provided by local governments, i.e., campgrounds, horseback riding, outdoor hunting preserves, motocross racing, etc. Encourage public and private cooperation in providing these types of recreational activities.

7. **Education.** Work in collaboration with the Edgecombe County Public School System to improve and maintain access to high quality educational services throughout the County and to improve employment opportunities.

8. **Broadband.** Expand internet access to provide coverage for all businesses and citizens within Edgecombe County.

9. **Planning, Zoning, and Land Development Management.** Periodically evaluate the effectiveness of municipal land use planning efforts. Provide county planning and land development management assistance to towns where such arrangement is considered necessary and appropriate.

TRANSPORTATION

1. **Goal.** Work with the NC Department of Transportation to ensure a transportation system that offers efficient and effective movement of people and goods while preserving the character and livability of Edgecombe County.

2. **Reservations for Planned Road Improvements.** On corridors designated for future highway or road widening projects, establish larger front setbacks and provide for reservations of land to accommodate future needs for wider rights-of-way.

3. **Street Connections and Inter-parcel Access.** Require street connections or stubs between current and planned developments, where compatible, to improve circulation and to provide alternate routes that reduce the use of major and minor thoroughfares for local trips.

4. **Access Management.** Restrict and manage the practice of rural and suburban single-family residential subdivision lots created in a strip fashion with consecutive, direct driveway access to highways and rural roads. Discouraging this practice will help preserve scenic rural vistas and avoid vehicle turning movements that slow down traffic movement and increase the potential for accidents. Shared driveways and alternative subdivision designs that create shared access via ways other than directly on the highway or rural road should be utilized.

5. **Physical Activity and Active Transportation.** Improve the built environment to enhance access to and availability of physical activity opportunities. Promote "active" transportation (defined as any self-propelled, human-powered mode of transportation) in places where appropriate and efficient to provide. Ensure equitable access to transportation networks.

6. **Multi-use Trails.** Pursue opportunities to construct multi-use trails and greenways in appropriate places in the county.

PUBLIC PETITIONS



Budget Amendments

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number ____
Journal Number ____
Date ____

FROM: LINDA J BARFIELD RE: FINANCE DEPARTMENT

PURPOSE: To appropriate donation funds received from Blue Cross Blue Shield for the purchase of medical supplies.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
REVENUES					
10-0050-4450-00	DONATIONS	0	1,500		1,500
					-
					-
					-
					-
10-4371-5260-12	EMS MEDICAL SUPPLIES	341,025	1,500		342,525
					-
					-
					-
					-
					-
					-
					-
					-
TOTAL					

Balanced -

DEPARTMENT HEAD Linda J Barfield DATE 9-2-26

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

FINANCE OFFICER Linda J. Barfield 9-2-26

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER

9/2/26
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED: ____

___ NOT APPROVED-DATE: ____

CLERK TO THE BOARD

Revised June 2024

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number ____
Journal Number ____
Date ____

FROM: Eric Evans RE: Planning & Development DEPARTMENT

PURPOSE: To reappropriate unspent ARPA-enabled funds for Support Services/Emergency Repairs to complete projects remaining on waiting list.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
REVENUES					
10-0090-4991-00	Fund Balance Appropriation	9,617,995	11,275		9,629,270
					-
					-
					-
					-
10-4910-5500-34	ARPA Support Services	0	11,275	-	11,275
				-	-
					-
					-
					-
					-
					-
					-
					-
					-
TOTAL				Balanced	-

DEPARTMENT HEAD Eric Evans DATE 9/2/26

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

FINANCE OFFICER Linda J. Barfield 9-2-26

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

Eric Evans
COUNTY MANAGER

9/2/2026
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED: ____

___ NOT APPROVED-DATE: ____

CLERK TO THE BOARD

Revised June 2024

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number _____
Journal Number _____
Date _____

FROM: Linda J. Barfield RE: General Fund DEPARTMENT

PURPOSE: To establish the FY 2026–2027 budget for capital purchases and improvements funded through Limited Obligation Bond proceeds.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
REVENUES					
10-0080-4998-01	INSTALL LOAN PROCEEDS	-	2,108,000		2,108,000
					-
EXPENDITURES					
10-8000-5751-00	FEES	-	165,000		165,000
10-4260-5500-12	MAINTENANCE-IMP & RENO	-	706,975		706,975
10-4260-5500-09	CAPITAL OUTLAY-VEHICLES	-	75,000		75,000
10-4330-5500-09	CAPITAL OUTLAY-VEHICLES	-	70,000		70,000
10-4310-5500-09	CAPITAL OUTLAY-VEHICLES	-	310,000		310,000
10-4371-5500-09	CAPITAL OUTLAY-VEHICLES	-	375,000		375,000
12-5111-5500-09	CAPITAL OUTLAY-VEHICLES	-	28,724		28,724
19-5310-5500-09	CAPITAL OUTLAY-VEHICLES	-	44,801		44,801
10-9811-5911-00	TRANSFER TO OTHER FUNDS	-	332,500		332,500
TOTAL					
			Balanced	-	

DEPARTMENT HEAD Linda J. Barfield

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

FINANCE OFFICER Linda J. Barfield 9/3/2026

___ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

_____ APPROVED AND ENTERED ON MINUTES DATED: _____

_____ NOT APPROVED-DATE: _____

CLERK TO THE BOARD

Revised June 2024



Budget Amendments

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number 16
Journal Number 18
Date 9-2-26

FROM: Michelle Etheridge RE: Health DEPARTMENT

PURPOSE: Reallocations with in Health Budget for Increase in Insurance and Bonding Charges

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
EXPENDITURES					
125100-537000	Advertising	1,683		473	1,210
125100-545100	Insurance and Bonding	7,430	473		7,903
125111-535100	Maint Building Grounds	125		125	-
125111-531101	Training Employees	500		159	341
125111-545100	Insurance and Bonding	4,458	284		4,742
125121-523969	Chlamydia	600		475	175
125121-545100	Insurance and Bonding	7,428	475		7,903
125151-526000	Office Supplies	15,790		333	15,457
125151-545100	Insurance and Bonding	5,199	333		5,532
125155-519703	Medical Assist	143		97	46
125155-545100	Insurance and Bonding	1,484	97		1,581
125156-526000	Office Supplies	468		50	418
125156-545100	Insurance and Bonding	741	50		791
125160-531101	Training Employees	387		144	243
125160-545100	Insurance and Bonding	2,227	144		2,371
125164-523100	Books and Periodicals	200		191	9
125164-545100	Insurance and Bonding	2,970	191		3,161
125165-519703	Medical Assist	1,000		50	950
125165-545100	Insurance and Bonding	741	50		791
125166-526000	Office Supplies	150		50	100
125166-545100	Insurance and Bonding	741	50		791
125167-531101	Training Employees	75		75	-
125167-526000	Office Supplies	1,575		116	1,459
125167-545100	Insurance and Bonding	2,970	191		3,161
125168-531101	Training Employees	250		144	106
125168-545100	Insurance and Bonding	2,227	144		2,371
125174-523900	Supplies Other	40,000		285	39,715
125174-545100	Insurance and Bonding	4,457	285		4,742
125180-531100	Training Employees	600		333	267
125180-545100	Insurance and Bonding	5,199	333		5,532
TOTAL					

Balanced -

DEPARTMENT HEAD Michelle B. Etheridge DATE 8/19/2026

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

FINANCE OFFICER Linda J. Bafford 8/25/26

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED:

___ NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised June 2024

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number 15
Journal Number 17
Date 9-2-26

FROM: Michelle Etheridge RE: Health DEPARTMENT

PURPOSE: Budget Revision for CAP to cover the increase in longevity for additional staff

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
EXPENDITURES					
125111-523900	Supplies Other	3,000		2,618	382
125111-518101	Longevity	4,080	2,618		6,698
TOTAL			Balanced -		

DEPARTMENT HEAD Michelle B. Etheridge DATE 8/31/26

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

FINANCE OFFICER Linda J. Barfield 9-2-26

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED:

___ NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised June 2024

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number 14
Journal Number 13
Date 9-3-26

FROM: MELISSA PEARCE RE: ECSO DEPARTMENT

PURPOSE: TO REALLOCATE FUNDS WITHIN THE DEPARTMENT DUE TO INCREASED FEES FOR TELEPHONE BILL

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
REVENUES					
					-
					-
					-
					-
					-
EXPENDITURES					
224319 535200	EQUIPMENT REPAIR & MAINTENACE	71,600		4,800	66,800
224319 532100	TELEPHONE	14,300	4,800		19,100
					-
					-
					-
					-
					-
					-
					-
TOTAL			Balanced	-	

DEPARTMENT HEAD C. Atkinson Jr DATE 8.26.26

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

FINANCE OFFICER Linda J Barfield 8/31/25

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED:

___ NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised June 2024

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number 13
Journal Number 11
Date 9-2-26

FROM: Michelle Etheridge RE: Health DEPARTMENT

PURPOSE: Reallocations with in Health Budget for Increase in Workmans Comp Charges.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
					-
EXPENDITURES					
125100-523900	Supplies Other	400		400	-
125100-537000	Advertising	2,076		393	1,683
125100-518600	Workmans comp	2,084	793		2,877
125111-519703	Medial Assistance	1,500		476	1,024
125111-518600	Workmans Comp	1,250	476		1,726
125121-523100	Books and Periodicals	200		200	-
125121-526000	Office Supplies	15,994		593	15,401
125121-518600	Workmans comp	2,084	793		2,877
125151-535100	Maint Building Grounds	125		125	-
125151-519703	Med Assist	300		100	200
125151-523900	Supplies Other	30,000		330	29,670
125151-518600	Workmans Comp	1,459	555		2,014
125155-519703	Med Assist	300		157	143
125155-518600	Workmans Comp	418	157		575
125156-535100	Maint Building Grounds	125		80	45
125156-518600	Workmans Comp	208	80		288
125160-531101	Training Employees	625		238	387
125160-518600	Workmans Comp	625	238		863
125164-526000	Office Supplies	16,186		318	15,868
125164-518600	Workmans Comp	833	318		1,151
125165-523100	Books and Periodicals	200		80	20
125165-518600	Workmans comp	208	80		288
125166-519703	Medical Assistance	150		80	70
125166-518600	Workmans Comp	208	80		288
125167-519703	Medical Assistance	300		300	-
125167-523900	Supplies Other	2,000		18	1,982
125167-518600	Workmans comp	833	318		1,151
125168-531100	Travel	1,000		238	762
125168-518600	Workmans Comp	625	238		863
125174-535100	Maint Building Grounds	125		125	-
125174-526000	Office Supplies	2,654		351	2,303
125174-518600	Workmans comp	1,250	476		1,726
125180-526000	Office Supplies	3,054		555	2,499
125180-518600	Workmans comp	1,459	555		2,014
TOTAL			Balanced	-	

DEPARTMENT HEAD Michelle B. Etheridge DATE 8/19/26

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

FINANCE OFFICER Linda J Bazzell 8-4-26

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED:

___ NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised June 2024

EDGECOMBE COUNTY
BUDGET CONTROL REQUEST

Budget Revision Number 12
Journal Number 10
Date 9-2-26

FROM: Michelle Etheridge RE: Health DEPARTMENT

PURPOSE: Budget Revision for AA-117 (State funds) to help cover required travel and training for staff.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	BUDGET INCREASE	BUDGET DECREASE	AMENDED BUDGET
					-
EXPENDITURES					
125235-545400	Malpractice	4,649		4,649	-
125235-523900	Supplies Other	421	1,000		1,421
125235-531100	Travel	4,500	2,049		6,549
125235-531101	Training Employees	1,738	1,600		3,338
TOTAL			Balanced	-	

DEPARTMENT HEAD Michelle B. Etheridge DATE 8/25/26

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

FINANCE OFFICER Linda J. Barfield 8/31/26

✓ APPROVED ___ RECOMMENDED

___ NOT APPROVED ___ NOT RECOMMENDED

COUNTY MANAGER DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

___ APPROVED AND ENTERED ON MINUTES DATED:

___ NOT APPROVED-DATE:

CLERK TO THE BOARD

Revised June 2024

Attachment two

Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager

Date: September 2, 2026

Re: Approval of Installment Financing Contract and Related

The County is moving forward with needed capital improvements and purchases. A list of the included capital projects and purchases is attached.

To finance these projects, we have worked with the County's financial and legal advisors to structure an installment financing arrangement. At your last meeting, you approved the financing terms for $2,200,000 with JP Morgan Chase Bank at 4.4% interest (callable) and 15 years (4 years for rolling stock). Also, the financing was unanimously approved by the Local Government Commission (LGC) at their meeting on September 1st.

The attached resolutions authorize the County to enter into the Installment Financing Contract and related agreements, approves the projects to be financed, and designates authorized officers to execute all required documents.

I recommend that you adopt the resolutions as presented.

Proposed Capital Purchase/Project	Department		Cost
Truck	Emergency Services	$	70,000.00
Ambulance with Stretcher and lift system	Emergency Services	$	310,000.00
Maintenance Service Truck	Maintenance	$	75,000.00
HVAC Equipment Replacement	Maintenance	$	100,000.00
Courthouse Renovations (Superior Court)	Maintenance	$	200,000.00
Architectural Costs for Courthouse Renovations	Maintenance	$	40,000.00
Detention Center Clean and Paint 1 Pod	Maintenance	$	120,000.00
Parking Lot Paint and Repair	Maintenance	$	60,000.00
DSS Rocky Mount Flooring and Painting	Maintenance	$	45,000.00
Human Services Flooring	Maintenance	$	60,000.00
EMS 500 Bay Doors	Maintenance	$	23,000.00
Sheriff Office Training Center Floor	Maintenance	$	30,000.00
Maintenance Shop Equipment Shelter	Maintenance	$	25,000.00
EMS 200 Generator Transfer Switch	Maintenance	$	40,000.00
Courhouse Basement Refrigerant Monitor	Maintenance	$	12,000.00
3rd & 4th Floor Flooring	Maintenance	$	183,000.00
5 vehicles inc. upfit	Sheriff	$	375,000.00
Ford Escape	Health	$	28,724.00
Ford Explorer	DSS	$	44,801.00
Convenient Site Construction	Solid Waste	$	100,000.00
GRAND TOTALS		**$**	**1,941,525.00**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF EDGECOMBE, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Edgecombe, North Carolina (the "*County*") is a political subdivision validly existing under the Constitution, statutes and laws of the State of North Carolina (the "*State*");

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina, to (1) enter into installment contracts in order to purchase or finance the purchase of, real or personal property and to finance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed to secure repayment of the purchase price of such property;

WHEREAS, the Board of Commissioners of the County (the "*Board of Commissioners*") has previously executed and delivered an Installment Financing Contract dated as of September 1, 2025 (the "*2025 Contract*") between the Edgecombe County Public Facilities Corporation (the "*Corporation*") and the County, to finance (a) improvements, including but not limited to HVAC improvements, electrical improvements and roof replacements, to various County buildings and facilities, including but not limited to the County's Human Services Building and 1912 Building (the "*Human Services Building and 1912 Building*"), (b) the acquisition of rolling stock, and (c) the acquisition of solid waste disposal equipment;

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the County to enter into Amendment Number One to the 2025 Contract (the "*First Amendment*" and together with the 2025 Contract, the "*Contract*") with the Corporation in order to (1) finance (a) renovations and improvements to multiple County facilities, including but not limited to HVAC improvements, courthouse renovations, and equipment; and (b) the acquisition of rolling stock (collectively, the "*2026 Project*") and (2) pay certain costs incurred in connection with entering into the Amendment;

WHEREAS, in order to secure its obligations under the 2025 Contract the County executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2025 (the "*Deed of Trust*") granting a security interest in the County's fee simple interest in the real property on which the Human Services Building and 1912 Building are located, together with the improvements thereon;

WHEREAS, in order to assist the County with undertaking the plan of finance described above related to the First Amendment, the Corporation will execute and deliver its Limited Obligation Bond, Series 2026 (the "*2026 Bond*") in an aggregate principal amount not to exceed $2,108,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the 2025 Contract) pursuant to the Contract in order to finance the 2026 Project;

WHEREAS, the 2026 Bond will be executed and delivered under the terms of an Indenture of Trust dated as of September 1, 2025 between the Corporation and Truist Bank, as trustee (the "*Trustee*"), as supplemented by Supplemental Indenture, Number 1 dated as of September 1, 2026 between the Corporation and the Trustee, and purchased by JPMorgan Chase Bank, N.A.;

WHEREAS, there has been described to the Board of Commissioners the First Amendment, which the Board of Commissioners proposes to approve, enter into and deliver to effectuate the proposed installment financing;

WHEREAS, the Board of Commissioners previously conducted a public hearing on August 3, 2026 to receive public comment on the proposed First Amendment and the 2026 Project and approval of the Local Government Commission of North Carolina (the "*LGC*") with respect to entering into the First Amendment must be received; and

WHEREAS, the County has filed with the LGC an application for the approval and private sale without advertisement of the 2026 Bond, and received approval of the First Amendment by the LGC at its September 1, 2026 Meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF EDGECOMBE, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification of Action. All actions of the County, the Chairman of the Board of Commissioners, the Clerk to the Board of Commissioners (the "*Clerk*"), the County Manager, the Chief Financial Officer, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the First Amendment.

Section 2. Authorization to Execute the First Amendment. The County approves the financing of the 2026 Project in accordance with the terms of the First Amendment, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the First Amendment are hereby in all respects authorized, approved and confirmed, and the Chairman of the Board of Commissioners, the Clerk, the County Manager, the Chief Financial Officer and their respective designees (the "*Authorized Officers*") are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the First Amendment, including necessary counterparts, in substantially the form and content presented to the Board of Commissioners, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the First Amendment presented to the Board of Commissioners. From and after the execution and delivery of the First Amendment, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

Section 3. County Representative. The Authorized Officers, individually and collectively, are each hereby designated as the County's Representative to act on behalf of the County in connection with the transactions contemplated by the First Amendment, and the Authorized Officers are authorized to proceed with the transactions contemplated by the First Amendment in accordance with the First Amendment and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the First Amendment and their ongoing administration or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 4. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. Repealer. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 6. Effective Date. This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF EDGECOMBE)

I, TAMMI FAISON, Clerk to the Board of Commissioners of the County of Edgecombe, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the Board of Commissioners as it relates to a resolution entitled "**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF EDGECOMBE, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**" duly adopted by the Board of Commissioners of the County of Edgecombe, North Carolina, at a meeting held on the 8th day of September, 2026 and that such proceedings are to be recorded in the minute books of said Board of Commissioners.

WITNESS my hand and the seal of the County of Edgecombe, North Carolina, this the _____ day of September, 2026.

_____
Clerk to the Board of Commissioners
County of Edgecombe, North Carolina

(SEAL)

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF EDGECOMBE COUNTY PUBLIC FACILITIES CORPORATION AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF A LIMITED OBLIGATION BOND, SERIES 2026; AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT, BETWEEN EDGECOMBE COUNTY PUBLIC FACILITIES CORPORATION AND THE COUNTY OF EDGECOMBE, NORTH CAROLINA; AND APPROVING THE FORM AND SUBSTANCE, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF CERTAIN DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING

WHEREAS, the Edgecombe County Public Facilities Corporation (the "*Corporation*") is a nonprofit corporation duly incorporated and validly existing under the laws of the State of North Carolina*;*

WHEREAS, the undersigned (the "*Directors*") constitute all of the members of the Corporation's Board of Directors (the "*Board*");

WHEREAS, the Corporation has been duly created and organized pursuant to and in accordance with the provisions of the North Carolina Nonprofit Corporation Act, General Statutes of North Carolina Chapter 55A-1-01 *et seq.*, as amended (the "*Act*"), to carry out the purposes stated in its Articles of Incorporation, among which is assisting the County of Edgecombe, North Carolina (the "*County*") in the financing and refinancing of the purchase of real or personal property;

WHEREAS, the County has requested the Corporation's assistance to finance (a) renovations and improvements to multiple County facilities, including but not limited to HVAC improvements, courthouse renovations, and equipment; and (b) the acquisition of rolling stock (the "*2026 Project*");

WHEREAS, to assist the County in the financing, the Corporation proposes to issue "Additional Bonds" pursuant to an Indenture of Trust dated as of September 1, 2025 (the "*2025 Indenture*") between the Corporation and Truist Bank, as trustee (the "*Trustee*"), under which the Corporation previously executed and delivered its Limited Obligation Bond, Series 2025, evidencing proportionate undivided interests in rights to receive certain revenues pursuant to an Installment Financing Contract dated as of September 1, 2025 (the "*2025 Contract*") between the Corporation and the County;

WHEREAS, it has been proposed and deemed desirable that the Corporation execute and deliver pursuant to Supplemental Indenture, Number 1 dated as of September 1, 2026 (the "*First Supplement,*" and together with the 2025 Indenture, the "*Indenture*") between the Corporation and Trustee, its Limited Obligation Bond, Series 2026 (the "*2026 Bond*") in an aggregate principal amount not to exceed $2,108,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the 2025 Contract) pursuant to the 2025 Contract and Amendment Number One to the 2025 Contract dated as of September 1, 2026 (the "*First Amendment,*" and together with the 2025 Contract, the "*Contract*") between the Corporation and the County, in order to (1) finance the 2026 Project and (2) pay the costs of executing and delivering the 2026 Bond;

WHEREAS, arrangements have been made for the sale of the 2026 Bond to JPMorgan Chase Bank, N.A. (the "*Purchaser*");

WHEREAS, there have been presented to the Board the forms of the following documents (collectively, the "*Instruments*"), which the Corporation proposes to approve, execute and deliver, as applicable, to effectuate the financing contemplated by the Contract:

(1) the First Amendment;

(2) the First Supplement; and

(3) the form of the 2026 Bond as set forth in the First Supplement; and

WHEREAS, it appears that each of the instruments referred to above which have been presented to the Board is in appropriate form and is an appropriate instrument for the purposes intended; and

NOW, THEREFORE, BE IT RESOLVED BY THE EDGECOMBE COUNTY PUBLIC FACILITIES CORPORATION, AS FOLLOWS:

Section 1. All actions of the Corporation, the President or Vice President, Secretary and the Treasurer of the Corporation (the "*Authorized Officers*"), whether previously or hereinafter taken, in effectuating the proposed financing contemplated by this Unanimous Written Consent, are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. The execution and delivery of the 2026 Bond in an aggregate principal amount not to exceed $2,108,000, substantially in the form and content as set forth in the First Supplement presented to the Board, is hereby in all respects approved and confirmed, and the provisions of the Indenture with respect to the 2026 Bond are in all respects authorized, approved and confirmed and incorporated herein by reference.

Section 3. The form and content of the Instruments are in all respects authorized, approved and confirmed. The Authorized Officers are authorized, empowered and directed to execute and deliver the Instruments, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Board's approval of any and all changes, modifications, additions or deletions therein from the form and content presented to the Board. From and after the execution and delivery of the Instruments, the Authorized Officers are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed. The sale of the 2026 Bond to the Purchaser is authorized, approved and confirmed.

Section 4. The Authorized Officers are each designated as the Corporation's representatives to act on behalf of the Corporation in connection with the transactions contemplated by the Instruments and this Unanimous Written Consent. The Authorized Officers are authorized to proceed with the financing in accordance with the Instruments. The Authorized Officers are in all respects authorized on behalf of the Corporation to supply all information pertaining to the Corporation for use in transactions contemplated by the Instruments. The Authorized Officers are authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Unanimous Written Consent and the on-going administration of the Instruments. Any provision in this Unanimous Written Consent that authorizes more than one Authorized Officer to take certain actions will apply to the respective designees of the Authorized Officers, including any person serving in an interim capacity, and will be read to permit such persons to take the authorized actions either individually or collectively.

Section 5. If any section, phrase or provision of this Unanimous Written Consent is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Unanimous Written Consent.

Section 6. This Unanimous Written Consent is effective on the date set forth below.

Section 7. By his or her signature below, each Director hereby waives, in accordance with Article IV of the First Amended and Restated Bylaws of the Corporation (the "*Bylaws*"), any notice with respect to this meeting required by applicable law or the Corporation's Bylaws. As permitted by Article IV of the Corporation's Bylaws and Section 55A-8-21 of the North Carolina General Statutes, this action is taken by written consent of each Director as evidenced by his or her signature below. This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Unanimous Written Consent shall be filed with the minutes of the proceedings of this Board. Any copy, facsimile or other reliable reproduction of this Unanimous Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THIS ACTION IS EFFECTIVE as of the _____ day of September, 2026.

_____
Eric Evans
Director

_____
Linda Barfield
Director

_____
Tammi Faison
Director

Attachment three

Memorandum

To: Eric Evans, County Manager

Date: September 1, 2026

From: Linda J. Barfield, CFO *LJB*

Re: Critical Community Facilities Development Reallocation Approval

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Requesting approval to reallocate $6,767 in remaining grant funds from the Animal Shelter project category to Operational Support within the North Carolina Office of State Budget Grant.

The funds are no longer needed for the Animal Shelter portion of the project and will be used for eligible operational support expenditures. This reallocation does not increase the total grant award and allows the County to fully utilize the remaining available grant funds.

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COUNTY CAPITAL PROJECTS FUND ORDINANCE FOR FISCAL YEAR 2026

Amendment No. 3

BE IT ORDAINED by the Board of County Commissioners of Edgecombe County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted:

Section1: A new fund entitled "County Capitals Projects Fund" is hereby created as a multi-year project fund. The purpose of this fund is to account for the design, construction and implementation of capital projects for which the county has responsibility for overseeing and completing.

Section 2: COUNTY CAPITAL PROJECTS. (A) REVENUES. It is estimated that the initial revenue to establish the County Capital Projects Fund for the fiscal year beginning July 1, 2022 are:

State Grant Appropriations:	
Reimbursement for Costs Associated with QVC Fire	$ 1,000,000
Critical Community Facilities Development	1,000,000
Fire and Rescue Equipment at Kingsboro	1,500,000
Total State Grant Appropriations	3,500,000
Transfer from the General Fund	577,894
TOTAL COUNTY CAPITAL PROJECTS FUND REVENUES	**$4,077,894**

Section l(B): EXPENDITURES. The following amounts are hereby appropriated in the County Capital Projects Fund by Project for the fiscal year beginning July 1, 2022:

Detention Center Roof	$1,052,551
Leggett Fire Station	172,952
Sheriff Evidence Processing and Storage Facility	22,560
Edgecombe County Animal Shelter	768,233
Operational Support Equipment	36,255
Fire and Rescue Equipment for Kingsboro Industrial Park	1,500,000
Elevator Modernization	525,343
TOTAL COUNTY CAPITAL PROJECTS FUND	**$4,077,894**

Section3: APPROPRIATIONS AUTHORITY. The capital projects funds are appropriated pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina; Therefore, appropriations do not lapse at the end of the fiscal year and are available for duration of the project unless subsequently amended by Board action, or as specified in Section 4.

Section 4: APPROPRIATIONS TRANSFER AUTHORITY. Transfers between projects require Board of Commissioners' approval.

Section 5: APPROPRIATIONS TO EQUAL ACTUAL EXPENDITURES. In instances when revenue and expenditure appropriation exceed the final expenditures, the County Manager has authority to close projects and/or programs and reduce appropriations. When actual revenues are available in projects to be closed or which are substantially complete, The County Manager may transfer savings to uncommitted funds to make available for future appropriations which require Board of Commissioner approval.

Section 6: FINANCIAL ACCOUNTING AND REPORTING. The Finance Director is hereby directed to maintain sufficient, specific, detailed accounting records for each capital project authorized and to report annually on the financial status of these Funds.

Section 7: Copies of this ordinance will be filed with the County Manager and Finance Director

Adopted this ____day of _____, 20____

_____
Lenoard Wiggins, Chairman of the Board

_____
Tammi Faison, Clerk to the Board

Attachment four

Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager

Date: 9/2/2026

Re: Offer to Purchase – Lots 99, 100, 101, & 102 Deer Run

Offers to purchase were received from Michael Bullard to purchase properties the County owns in the Deer Run Subdivision, just off NC Highway 97 West in Rocky Mount. If the offers to purchase are accepted by the Board, a minimum 10-day public notice must then be given for upset bid.

Property Information
Address: Lot 99, Deer Run Subdivision
Tax ID#: 3871-37-5446
Acreage: <1 acre
Tax Value: $7,000
Offer: $4,000

Property Information
Address: Lot 100, Deer Run Subdivision
Tax ID#: 3871-37-4457
Acreage: <1 acre
Tax Value: $7,000
Offer: $4,000

Property Information
Address: Lot 101, Deer Run Subdivision
Tax ID#: 3871-37-3458
Acreage: <1 acre
Tax Value: $7,000
Offer: $4,000

Property Information

Address:	Lot 102, Deer Run Subdivision
Tax ID#:	3871-37-2457
Acreage:	<1 acre
Tax Value:	$7,000
Offer:	$4,000

A copy of the offers to purchase and related property information are included.

I recommend that you accept the offers and authorize staff to publish a notice for upset bid.

July 28, 2026

To: Edgecombe County

My name is Michael Bullard, and I am at 2824 Deer Run, Rocky Mount, NC 27801. I also own 2820 Deer Run. I am interested in the two lots at the end of Doe Lane. They are adjacent to mine. These lots have been vacant for at least the 40 years that I have lived on Deer Run. Lot 103 connects directly to my lot at 2820 Deer Run.

I have contacted the City of Rocky Mount and Edgecombe Martin about these two lots, and they have informed me that there are no plans for water, sewer, electricity, or to make a road to these lots.

The use of these lots would help me greatly. I have a collection of trucks, boats, and trailers that I would like to use these lots for. These items are crowding up my space I currently have, and these lots would help me have more room to put some of these items.

I also believe by buying these lots it can generate tax money for the county and the City of Rocky Mount. Since Tommy Nelson and Charles Gilly developed this subdivision, no one has made good use of these two lots.

These lots are about 100x400 and are situated 600 ft off of the road in an area that has no plans to develop it. They do not seem to be very useful to anyone but someone like me that has currently property connecting to them.

Thank you for your consideration in this matter. I look forward to speaking with someone. My cellular information is 252-883-5268.

Sincerely,

Michael Bullard

Offer to Purchase Real Property

I/We, Michael Bullard, hereby offer to purchase real property owned by Edgecombe County located at Lot 99 Deer Run (street address), and further identified by Parcel Identification Number # 387137544600.

I/We offer $ 4'000.00 for the above mentioned real property. I understand that upon acceptance, I/We are required to deposit 5% of the purchase offer by cash, certified check or personal check.

I/We also understand that the sale of the property is subject to the acceptance of the Edgecombe County Board of Commissioners. Once accepted, public notice will be published in the local newspaper(s) giving the public at least 10 days to counter that offer. A counter offer will only be considered if it is at least 10% above the first $1000 offered, plus 5% of the remainder of the offer.

Michael Bullard
Signed

1-30-2026
Date

Signed

Date



PIN:	387137544600
OWNER:	EDGECOMBE COUNTY
ADDRESS:	PO BOX 10
CITY:	TARBORO
STATE:	NC
ZIP:	27886
LOCATION:	DOE LN

PROPERTY DESCRIPTION:
LOT 99 DEER RUN S/D

DEED DATE:	8/2/2006
SALE PRICE:	14000
DEED LOC:	1469/0730
ACCOUNT:	24300
ACREAGE:	0
LAND VALUE:	7000
BLDG VAL:	0
NET VALUE:	7000
DEFERRED:	0
SUBDIVISION:	subdivisio
TAX CODES:	C02
ZONING:	AR30

Edgecombe County

7/21/2026

1 inch = 88 feet

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

Offer to Purchase Real Property

I/We, Michael Bullard, hereby offer to purchase real property owned by Edgecombe County located at Lot 100 Deer Run (street address), and further identified by Parcel Identification Number #38713 7445700.

I/We offer $ 1000.00 for the above mentioned real property. I understand that upon acceptance, I/We are required to deposit 5% of the purchase offer by cash, certified check or personal check.

I/We also understand that the sale of the property is subject to the acceptance of the Edgecombe County Board of Commissioners. Once accepted, public notice will be published in the local newspaper(s) giving the public at least 10 days to counter that offer. A counter offer will only be considered if it is at least 10% above the first $1000 offered, plus 5% of the remainder of the offer.

Michael Bullard
Signed

7-30-2026
Date

Signed

Date



PIN: 387137445700
OWNER: EDGECOMBE COUNTY
ADDRESS: PO BOX 10
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: DOE LN

PROPERTY DESCRIPTION:
LOT 100 DEER RUN S/D

DEED DATE: 8/2/2006
SALE PRICE: 14000
DEED LOC: 1469/0730
ACCOUNT: 24300
ACREAGE: 0
LAND VALUE: 7000
BLDG VAL: 0
NET VALUE: 7000
DEFERRED: 0
SUBDIVISION: subdivisio
TAX CODES: C02
ZONING: AR30

Edgecombe County

7/21/2026

1 inch = 106 feet

0 0.01 0.02 0.04 mi

0 0.015 0.03 0.06 km

Offer to Purchase Real Property

I/We, Michael Bullard, hereby offer to purchase real property owned by Edgecombe County located at Lot 101 Deer Run (street address), and further identified by Parcel Identification Number 387137345800.

I/We offer $ 4000.00 for the above mentioned real property. I understand that upon acceptance, I/We are required to deposit 5% of the purchase offer by cash, certified check or personal check.

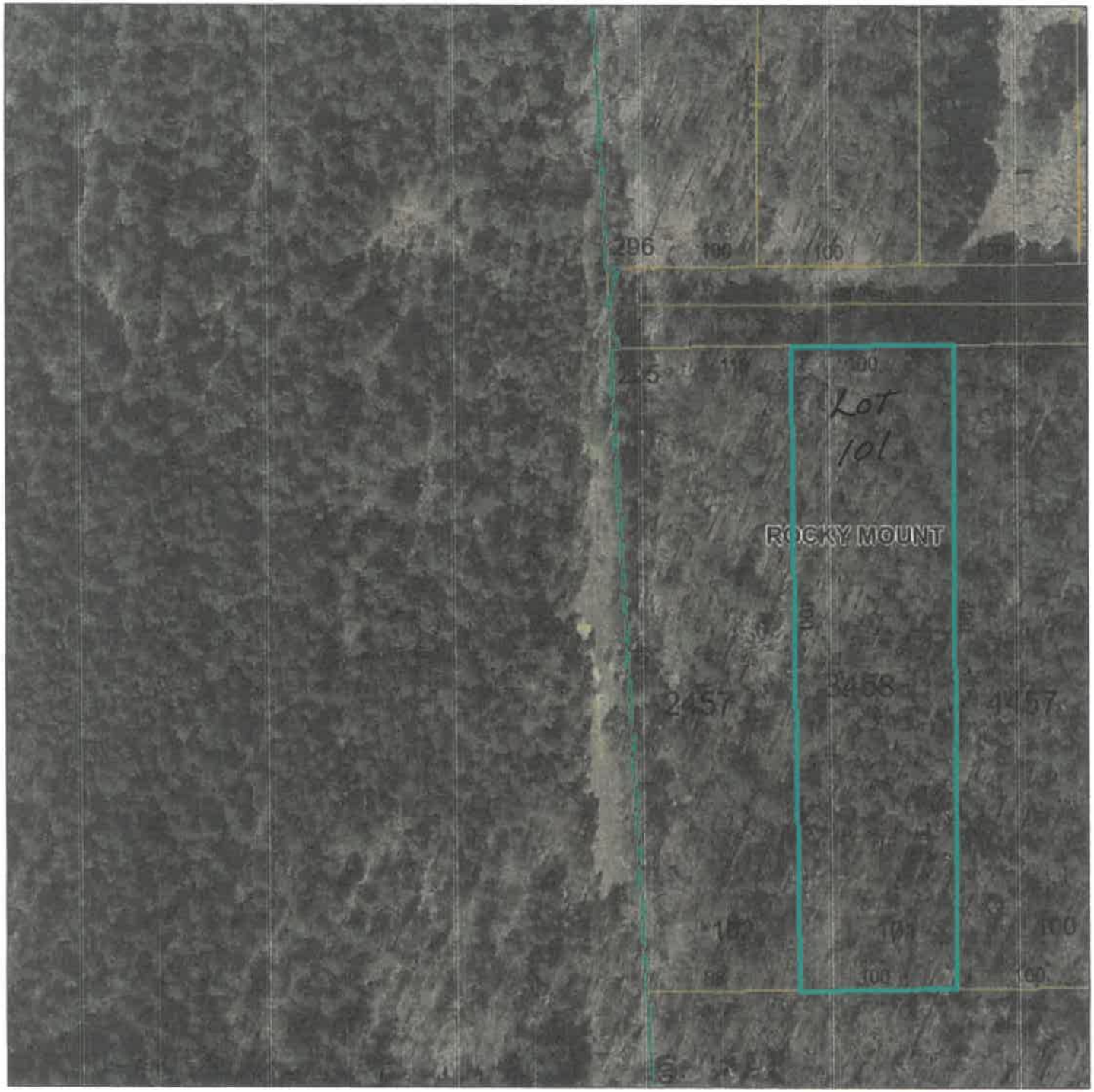
I/We also understand that the sale of the property is subject to the acceptance of the Edgecombe County Board of Commissioners. Once accepted, public notice will be published in the local newspaper(s) giving the public at least 10 days to counter that offer. A counter offer will only be considered if it is at least 10% above the first $1000 offered, plus 5% of the remainder of the offer.

Michael Bullard
Signed

7-30-26
Date

Signed

Date



PIN: 387137345800
OWNER: EDGECOMBE COUNTY
ADDRESS: PO BOX 10
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: DOE LN

PROPERTY DESCRIPTION:
LOT 101 DEER RUN S/D

DEED DATE: 8/2/2006
SALE PRICE: 14000
DEED LOC: 1469/0730
ACCOUNT: 24300
ACREAGE: 0
LAND VALUE: 7000
BLDG VAL: 0
NET VALUE: 7000
DEFERRED: 0
SUBDIVISION: subdivisio
TAX CODES: C02
ZONING: AR30

Edgecombe County

7/21/2026

1 inch = 88 feet

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

Offer to Purchase Real Property

I/We, Michael Bullard, hereby offer to purchase real property owned by Edgecombe County located at Lot 102 Deer Run (street address), and further identified by Parcel Identification Number 387137245700.

I/We offer $ 4000.00 for the above mentioned real property. I understand that upon acceptance, I/We are required to deposit 5% of the purchase offer by cash, certified check or personal check.

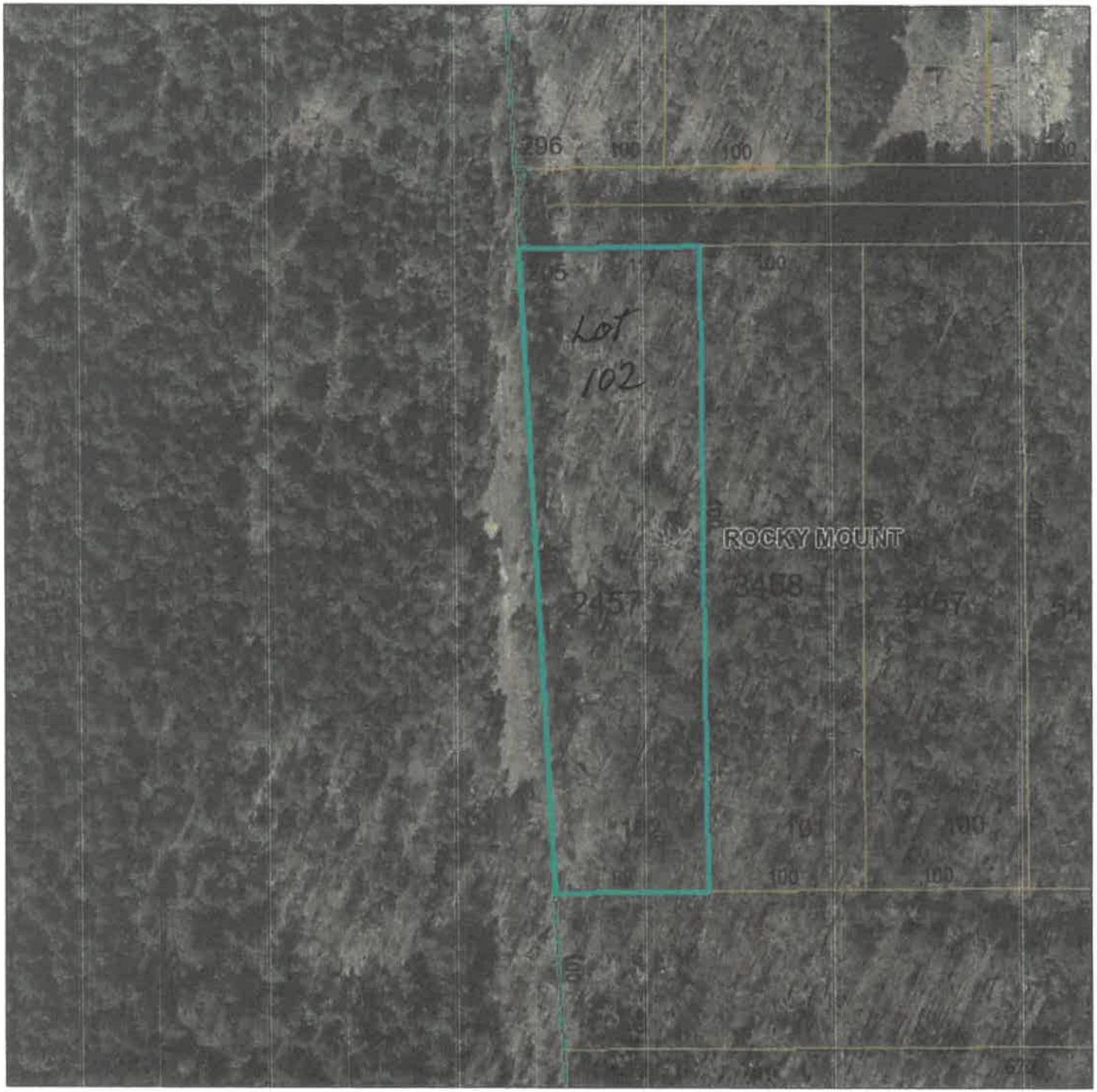
I/We also understand that the sale of the property is subject to the acceptance of the Edgecombe County Board of Commissioners. Once accepted, public notice will be published in the local newspaper(s) giving the public at least 10 days to counter that offer. A counter offer will only be considered if it is at least 10% above the first $1000 offered, plus 5% of the remainder of the offer.

Michael Bullard
Signed

8-30-2026
Date

Signed

Date



PIN: 387137245700
OWNER: EDGECOMBE COUNTY
ADDRESS: PO BOX 10
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: DOE LN

PROPERTY DESCRIPTION:
LOT 102 DEER RUN S/D

DEED DATE: 8/2/2006
SALE PRICE: 14000
DEED LOC: 1469/0730
ACCOUNT: 24300
ACREAGE: 0
LAND VALUE: 7000
BLDG VAL: 0
NET VALUE: 7000
DEFERRED: 0
SUBDIVISION: subdivisio
TAX CODES: C02
ZONING: AR30

Edgecombe County

7/21/2026

1 inch = 88 feet

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

Attachment five

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/2/2026
Re: Resolution to Authorize the Sale Lots 103 & 104 Deer Run

A 10-day upset bid notice was published regarding the offers accepted from Michael Bullard to purchase properties the County owns at Lots 103 and 104 Deer Run Subdivision, Rocky Mount. No other offers were received within the time provided by law.

Therefore, I recommend that you approve the attached resolution authorizing the sale of Lots 103 and 104, Deer Run Subdivision to Michael Bullard within ninety days.

RESOLUTION
ACCEPTING BID AND AUTHORIZING SALE OF
REAL PROPERTY – TAX PARCELS 3871-37-2923 AND 3871-37-3921

WHEREAS, Michael Bullard made an offer to purchase real property owned by Edgecombe County identified as Lot 103 Deer Run Subdivision, Edgecombe County Tax parcel 3871-37-2923 for $5,000.00, and Lot 104 Deer Run Subdivision, Edgecombe County Tax parcel 3871-37-3921 for $5,000.00; and

WHEREAS, the subject properties were acquired by Edgecombe County on August 2, 2006 through tax foreclosure, and, since that time, the parcels have remained vacant and unused; and

WHEREAS, notice of the offers and the upset bid process were properly advertised in the Rocky Mount Telegram on August 11, 2026 whereby, in accordance with G.S. 160A-269, upset bids could be made at the Office of the County Manager until August 21, 2026; and

WHEREAS, no upset bid was received within the time provided by law.

NOW, THEREFORE, BE IT RESOLVED by the Edgecombe County Board of Commissioners that it does hereby accept the offers of Michael Bullard in the amount totaling $10,000.00 and authorizes the sale within ninety days from the date of this resolution of the real property at Lots 103 and 104 Deer Run Subdivision, Rocky Mount, North Carolina as-is.

BE IT FURTHER RESOLVED by the Edgecombe County Board of Commissioners that it does hereby authorize the County Manager to execute a purchase and sale agreement between Edgecombe County and Michael Bullard for the sale of the above-described properties as well as to execute a deed to Michael Bullard for the above-described properties and any other necessary documents for and on behalf of Edgecombe County to sell the property as described above.

Adopted this _____ day of _____, 20____.

_____
Leonard Wiggins, Chairman

ATTEST:

_____
Tammi Faison, Clerk to the Board

Attachment six

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/2/2026
Re: Health Department Fee Changes

Attached are proposed changes to the Health Department's fees for RSV Swab, Boostrix, Havrix, Energix, Varivax, Prevnar 20, MMR, Twinrix, Gardasil, Shingrix, Tubersol, Pediarix, Infanrix and Bexsero. The current and proposed fees are attached along with justification for changes. The entire fee schedule is attached with the proposed changes included.

At their last meeting, the Human Services Board unanimously approved recommending your approval of the revised fee schedule for the Health Department.

EDGECOMBE COUNTY HEALTH DEPARTMENT
a division of the
Edgecombe County Human Services Agency
PO Box 100
122 E. St. James Street ● Tarboro NC 27886
252-641-7511

TO: Eric Evans, Edgecombe County Manager

FROM: Michelle Etheridge, Health Director

DATE: July 9, 2026

RE: Proposed Fees from the ECHD

Attached please find a spreadsheet with the proposed fee for RSV Swab, Boostrix, Havrix, Energix, Varivax, Prevnar 20, MMR, Twinrix, Gardasil, Shingrix, Tubersol, Pediarix, Infanrix and Bexsero. The spreadsheet shows the CPT codes (Billing Codes) along with a description of the vaccine, cost of the vaccine, our current fee, our proposed fee. Each proposed fee includes an individual spreadsheet showing how the proposed fee was determined. The entire fee schedule is also attached with each proposed CPT codes highlighted. Included last is the form with instructions on how we set a fee from our state consultant.

Fee Schedule

Edgecombe County Health Department
Location: 122 East Saint James Street

Name: 070126-063027
Description:
Location: (All) **Plan:** (All) **Provider:** (All)

CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
0001A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0002A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0003A	ADM SARSCOV2 30MCG/0.3ML 3RD			65.00	65.00	0.00	0.00
0004A	ADM SARSCOV2 30MCG/0.3ML BST			65.00	65.00	0.00	0.00
0011A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0012A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0013A	ADM SARSCOV2 100MCG/0.5ML3RD			65.00	65.00	0.00	0.00
0031A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0034A	ADM SARSCOV2 VAC AD26 .5ML B			65.00	65.00	0.00	0.00
0041A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0042A	Immunization administration by intramusc....			65.00	65.00	0.00	0.00
0044A	ADM SARSCOV2 5MCG/0.5ML BST			65.00	65.00	0.00	0.00
0051A	ADM SARSCV2 30MCG TRS-SUCR 1			65.00	65.00	0.00	0.00
0052A	ADM SARSCV2 30MCG TRS-SUCR 2			65.00	65.00	0.00	0.00
0053A	ADM SARSCV2 30MCG TRS-SUCR 3			65.00	65.00	0.00	0.00
0054A	ADM SARSCV2 30MCG TRS-SUCR B			65.00	65.00	0.00	0.00
0064A	ADM SARSCOV2 50MCG/0.25MLBST			65.00	65.00	0.00	0.00
0071A	ADM SARSCV2 10MCG TRS-SUCR 1			65.00	65.00	0.00	0.00
0072A	ADM SARSCV2 10MCG TRS-SUCR 2			65.00	65.00	0.00	0.00
0073A	ADM SARSCV2 10MCG TRS-SUCR 3			65.00	65.00	0.00	0.00
0081A	ADM SARSCV2 3MCG TRS-SUCR 1			65.00	65.00	0.00	0.00
0082A	ADM SARSCV2 3MCG TRS-SUCR 2			65.00	65.00	0.00	0.00
0083A	ADM SARSCV2 3MCG TRS-SUCR 3			65.00	65.00	0.00	0.00
0094A	ADM SARSCOV2 50 MCG/.5 MLBST			65.00	65.00	0.00	0.00
0111A	ADM SARSCOV2 25MCG/0.25ML1ST			65.00	65.00	0.00	0.00
0112A	ADM SARSCOV2 25MCG/0.25ML2ND			65.00	65.00	0.00	0.00
0124A	IMM ADMN SARSCOV2 BIVALENT 30 MCG/0.3 ML....			65.00	65.00	0.00	0.00
0134A	IMM ADMN SARSCOV2 BIVALENT 50 MCG/0.5 ML....			65.00	65.00	0.00	0.00
10060	Drainage of skin abscess			85.00	85.00	0.00	0.00
10061	Drainage of skin abscess			138.00	138.00	0.00	0.00
10120	Remove foreign body			111.00	111.00	0.00	0.00
11400	Exc tr-ext b9+marg 0.5 < cm			133.00	133.00	0.00	0.00
11401	Exc tr-ext b9+marg 0.6-1 cm			113.00	113.00	0.00	0.00
11900	Injection into skin lesions			108.00	108.00	0.00	0.00
11981	Insert drug implant device			150.00	150.00	0.00	0.00
11982	Remove drug implant device			120.00	120.00	0.00	0.00
11983	Remove/insert drug implant			200.00	200.00	0.00	0.00
17000	Destroy benign/premlg lesion			60.00	60.00	0.00	0.00
17110	Destruct lesion, 1-14			79.00	79.00	0.00	0.00

CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
17111	Destruct lesion, 15 or more			99.00	99.00	0.00	0.00
30300	Remove nasal foreign body			0.00	0.00	0.00	0.00
3074F	Most recent systolic blood pressure less....			0.00	0.00	0.00	0.00
36415	Routine venipuncture			11.00	11.00	0.00	0.00
36415	Routine venipuncture		FP	11.00	11.00	0.00	0.00
36416	Capillary blood draw			0.00	0.00	0.00	0.00
51701	Insert bladder catheter			55.00	55.00	0.00	0.00
54050	Destruction, penis lesion(s)			99.00	99.00	0.00	0.00
57170	Fitting of diaphragm/cap			136.00	136.00	0.00	0.00
57421	Exam/biopsy of vag w/scope			188.00	188.00	0.00	0.00
57452	Exam of cervix w/scope			105.00	105.00	0.00	0.00
57454	Bx/curett of cervix w/scope			335.00	335.00	0.00	0.00
57455	Biopsy of cervix w/scope			150.00	150.00	0.00	0.00
57456	Endocerv curettage w/scope			106.00	106.00	0.00	0.00
57511	Cryocautery of cervix			142.00	142.00	0.00	0.00
58100	Biopsy of uterus lining			216.00	216.00	0.00	0.00
58300	Insert intrauterine device			160.00	160.00	0.00	0.00
58301	Remove intrauterine device			200.00	200.00	0.00	0.00
59025	Fetal non-stress test			93.00	93.00	0.00	0.00
59425	Antepartum care only			358.00	358.00	0.00	0.00
59426	Antepartum care only			640.00	640.00	0.00	0.00
59430	Care after delivery			115.00	115.00	0.00	0.00
69200	Clear outer ear canal			89.00	89.00	0.00	0.00
69210	Remove impacted ear wax			38.00	38.00	0.00	0.00
80048	Basic metabolic panel (Calcium, total) T....			15.00	15.00	0.00	0.00
80053	Comprehen metabolic panel			12.00	12.00	0.00	0.00
80061	Lipid panel			10.00	10.00	0.00	0.00
80074	Acute hepatitis panel			49.00	49.00	0.00	0.00
80076	Hepatic function panel			11.00	11.00	0.00	0.00
80164	Assay, dipropylacetic acid			18.00	18.00	0.00	0.00
80185	Phenytoin Dilantin level			18.00	18.00	0.00	0.00
80299	Quantitative assay, drug			19.00	19.00	0.00	0.00
81000	Urinalysis, nonauto w/scope			5.00	5.00	0.00	0.00
81000	Urinalysis, nonauto w/scope		FP	5.00	5.00	0.00	0.00
81001	Urinalysis, auto w/scope			11.00	11.00	0.00	0.00
81002	Urinalysis Visual			8.00	8.00	0.00	0.00
81002	Urinalysis Visual		FP	8.00	8.00	0.00	0.00
81003	Urinalysis			7.00	7.00	0.00	0.00
81025	Urine Pregnancy test			30.00	30.00	0.00	0.00
81025	Urine Pregnancy test		FP	30.00	30.00	0.00	0.00
81050	Urinalysis, volume measure			10.00	10.00	0.00	0.00
82103	Alpha-1-antitrypsin, total			23.00	23.00	0.00	0.00
82105	Alpha-fetoprotein, serum			45.00	45.00	0.00	0.00
82106	Alpha-fetoprotein, amniotic			23.00	23.00	0.00	0.00
82120	Amines, vaginal fluid qual			12.00	12.00	0.00	0.00
82248	Bilirubin, direct			3.00	3.00	0.00	0.00
82270	Fecal Occult Blood			10.00	10.00	0.00	0.00
82306	Vitamin D 25 Hydroxy			42.00	42.00	0.00	0.00
82310	Assay of calcium			10.00	10.00	0.00	0.00
82465	Cholesterol total			14.00	14.00	0.00	0.00
82465	Cholesterol total		QW	14.00	14.00	0.00	0.00
82565	Creatinine			7.00	7.00	0.00	0.00
82575	Creatinine clearance test			10.00	10.00	0.00	0.00
82607	Vitamin B-12			32.00	32.00	0.00	0.00

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CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
82626	Dehydroepiandrosterone			35.00	35.00	0.00	0.00
82627	Dehydroepiandrosterone			30.00	30.00	0.00	0.00
82652	Vitamin D; 1, 25 dihydroxy, includes fra....			68.00	68.00	0.00	0.00
82677	Assay of estriol			0.00	0.00	0.00	0.00
82728	Assay of ferritin			10.00	10.00	0.00	0.00
82746	Blood folic acid serum			6.00	6.00	0.00	0.00
82947	Glucose			12.00	12.00	0.00	0.00
82947	Glucose		QW	12.00	12.00	0.00	0.00
82950	One Hour Glucose			15.00	15.00	0.00	0.00
82951	3 hour GTT			39.00	39.00	0.00	0.00
82952	3 Hour GTT Additional specimen			12.00	12.00	0.00	0.00
82962	Glucose blood test			4.00	4.00	0.00	0.00
83001	Gonadotropin (FSH)			9.00	9.00	0.00	0.00
83002	Gonadotropin (LH)			9.00	9.00	0.00	0.00
83020	Sickle Cell			15.00	15.00	0.00	0.00
83036	HbA1c			13.00	13.00	0.00	0.00
83525	Assay of insulin			20.00	20.00	0.00	0.00
83540	Assay of iron			4.00	4.00	0.00	0.00
83550	Iron binding test			4.00	4.00	0.00	0.00
83655	Blood Lead			21.00	21.00	0.00	0.00
83690	Assay of lipase			10.00	10.00	0.00	0.00
83721	Assay of blood lipoprotein			16.00	16.00	0.00	0.00
83885	Assay of nickel			55.00	55.00	0.00	0.00
84030	PKU			0.00	0.00	0.00	0.00
84100	Assay of phosphorus			9.00	9.00	0.00	0.00
84132	Assay of serum potassium			9.00	9.00	0.00	0.00
84146	Prolactin			15.00	15.00	0.00	0.00
84153	Assay of psa, total			20.00	20.00	0.00	0.00
84156	Assay of protein, urine			7.00	7.00	0.00	0.00
84436	Free thyrodine index			2.00	2.00	0.00	0.00
84439	Assay of free thyroxine			16.00	16.00	0.00	0.00
84442	Assay of thyroid activity			25.00	25.00	0.00	0.00
84443	TSH			25.00	25.00	0.00	0.00
84466	Assay of transferrin			28.00	28.00	0.00	0.00
84479	T3 uptake T4 thyroxinethyroid (t3 or t4....			13.00	13.00	0.00	0.00
84481	Free assay (FT-3)			2.00	2.00	0.00	0.00
84550	Uric Acid			3.00	3.00	0.00	0.00
84702	Chorionic gonadotropin test			75.00	75.00	0.00	0.00
85013	Spun microhematocrit			4.00	4.00	0.00	0.00
85013	Spun microhematocrit		FP	4.00	4.00	0.00	0.00
85018	Hemoglobin			8.00	8.00	0.00	0.00
85025	CBC w Diff w Plt			15.00	15.00	0.00	0.00
85027	Complete cbc, automated			9.00	9.00	0.00	0.00
85046	Reticyte/hgb concentrate			6.00	6.00	0.00	0.00
85384	Fibrinogen			10.00	10.00	0.00	0.00
85610	PT			8.00	8.00	0.00	0.00
85652	Rbc sed rate, automated			7.00	7.00	0.00	0.00
85730	Thromboplastin time, partial			9.00	9.00	0.00	0.00
86038	Antinuclear antibodies			14.00	14.00	0.00	0.00
86063	Antistreptolysin o, screen			6.00	6.00	0.00	0.00
86140	C-reactive protein			10.00	10.00	0.00	0.00
86160	Complement, antigen			24.00	24.00	0.00	0.00
86225	DNA antibody			18.00	18.00	0.00	0.00
86308	Heterophile antibodies			12.00	12.00	0.00	0.00

CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
86317	Immunoassay,infectious agent			55.00	55.00	0.00	0.00
86376	Microsomal antibody			10.00	10.00	0.00	0.00
86431	Rheumatoid factor, quant			10.00	10.00	0.00	0.00
86480	Tuberculosis test, cell mediated immunit....			83.00	83.00	0.00	0.00
86480	Tuberculosis test, cell mediated immunit....		SL	0.00	0.00	0.00	0.00
86580	TB intradermal test			39.00	39.00	0.00	0.00
86592	Syphilis			0.00	0.00	0.00	0.00
86593	Syphilis test, non-treponemal antibody;		FP	8.00	8.00	0.00	0.00
86618	Lyme disease antibody			30.00	30.00	0.00	0.00
86631	Chlamydia antibody			0.00	0.00	0.00	0.00
86663	Epstein-barr antibody			36.00	36.00	0.00	0.00
86665	Epstein-barr antibody			36.00	36.00	0.00	0.00
86677	Helicobacter pylori			30.00	30.00	0.00	0.00
86694	Herpes simplex test			40.00	40.00	0.00	0.00
86703	Antibody; HIV-1 and HIV-2, single result			20.00	20.00	0.00	0.00
86706	Hep b surface antibody			49.00	49.00	0.00	0.00
86707	Hep be antibody			58.00	58.00	0.00	0.00
86735	Mumps antibody			46.00	46.00	0.00	0.00
86757	Rickettsia antibody			60.00	60.00	0.00	0.00
86762	Rubella antibody			20.08	20.08	0.00	0.00
86765	Rubeola antibody			24.00	24.00	0.00	0.00
86787	Varicella-zoster antibody			50.60	50.60	0.00	0.00
86800	Thyroglobulin antibody			20.00	20.00	0.00	0.00
86803	Hepatitis C Antibodies			16.00	16.00	0.00	0.00
86804	Hep c ab test, confirm			85.00	85.00	0.00	0.00
86850	RBC antibody screen			0.00	0.00	0.00	0.00
86900	Blood typing, ABO			10.00	10.00	0.00	0.00
86901	Blood typing, Rh (D)			10.00	10.00	0.00	0.00
87040	Blood culture for bacteria			24.00	24.00	0.00	0.00
87070	Culture, bacteria, other			24.00	24.00	0.00	0.00
87081	GC Culture or Group B Culture or Strep C....			21.00	21.00	0.00	0.00
87081	GC Culture or Group B Culture or Strep C....		FP	21.00	21.00	0.00	0.00
87086	Urine culture/colony count			10.00	10.00	0.00	0.00
87088	Urine bacteria culture			15.00	15.00	0.00	0.00
87110	Chlamydia culture			37.00	37.00	0.00	0.00
87110	Chlamydia culture		FP	37.00	37.00	0.00	0.00
87116	TB Sputum			0.00	0.00	0.00	0.00
87149	Culture, typing; identification by nucle....			18.00	18.00	0.00	0.00
87176	Tissue homogenization, cultr			0.00	0.00	0.00	0.00
87186	Microbe susceptible, mic			6.00	6.00	0.00	0.00
87205	Stat Male Smear			13.00	13.00	0.00	0.00
87207	Smear, special stain			0.00	0.00	0.00	0.00
87210	Wet mount vaginal			13.00	13.00	0.00	0.00
87210	Wet mount vaginal		FP	13.00	13.00	0.00	0.00
87250	Virus inoculate, eggs/animal			30.00	30.00	0.00	0.00
87324	Clostridium ag, eia			24.00	24.00	0.00	0.00
87340	Hepatitis b surface ag, eia			18.00	18.00	0.00	0.00
87389	HIV			0.00	0.00	0.00	0.00
87390	Hiv-1 ag, eia			0.00	0.00	0.00	0.00
87400	Influenza a/b, ag, eia			70.00	70.00	0.00	0.00
87426	CORONAVIRUS AG IA			85.00	85.00	0.00	0.00

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CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
87426	SARSCOV CORONAVIRUS AG IA			85.00	85.00	0.00	0.00
87491	Chlamydia Probe			0.00	0.00	0.00	0.00
87496	Cytomeg, dna, amp probe			120.00	120.00	0.00	0.00
87521	Infectious agent detection by nucleic ac....			85.00	85.00	0.00	0.00
87522	Infectious agent detection by nucleic ac....			85.00	85.00	0.00	0.00
87590	N.gonorrhoeae, dna, dir prob			27.00	27.00	0.00	0.00
87590	N.gonorrhoeae, dna, dir prob		FP	27.00	27.00	0.00	0.00
87591	Gonorrhea Probe			0.00	0.00	0.00	0.00
87624	HPV HIGH-RISK TYPES			81.00	81.00	0.00	0.00
87635	Infectious agent detection by nucleic ac....			85.00	85.00	0.00	0.00
87804	Influenza assay w/optic			20.00	20.00	0.00	0.00
87880	Rapid Group A Strep			20.00	20.00	0.00	0.00
88142	pap smear			38.00	38.00	0.00	0.00
88142	pap smear		FP	38.00	38.00	0.00	0.00
88166	Cytopath tbs, c/v, auto redo			20.00	20.00	0.00	0.00
88166	Cytopath tbs, c/v, auto redo		FP	20.00	20.00	0.00	0.00
88174	Cytopath, c/v auto, in fluid			35.00	35.00	0.00	0.00
88175	PAP ONLY			38.00	38.00	0.00	0.00
88305	Tissue exam by pathologist			75.00	75.00	0.00	0.00
90375	Rabies ig, im/sc			93.00	93.00	0.00	0.00
90380	RSV MONOCLONAL ANTB SEASONAL DOSE 0.5ML			0.00	0.00	0.00	0.00
90384	Rh ig, full-dose, im			129.00	129.00	0.00	0.00
90471	Immunization admin			25.00	25.00	0.00	0.00
90471	Immunization admin		EP	25.00	25.00	0.00	0.00
90472	Immunization admin, each add			23.00	23.00	0.00	0.00
90472	Immunization admin, each add		EP	23.00	23.00	0.00	0.00
90473	Immune admin oral/nasal			31.00	31.00	0.00	0.00
90473	Immune admin oral/nasal		EP	31.00	31.00	0.00	0.00
90474	Immune admin oral/nasal addl			20.00	20.00	0.00	0.00
90474	Immune admin oral/nasal addl		EP	20.00	20.00	0.00	0.00
90480	IMM ADMN SARSCOV2 VACCINE 1ST/ONLY COMPO....			25.00	25.00	0.00	0.00
90619	Meningococcal conjugate vaccine, serogro....			170.00	170.00	0.00	0.00
90619	Meningococcal conjugate vaccine, serogro....		SL	0.00	0.00	0.00	0.00
90620	Menincoccal recombinant protein and oute....			240.00	240.00	0.00	0.00
90620	Menincoccal recombinant protein and oute....		SL	0.00	0.00	0.00	0.00
90632	Hep a vaccine, adult im			66.00	66.00	0.00	0.00
90632	Hep a vaccine, adult im		SL	0.00	0.00	0.00	0.00
90633	Hep a vacc, ped/adol, 2 dose			62.00	62.00	0.00	0.00
90633	Hep a vacc, ped/adol, 2 dose		SL	0.00	0.00	0.00	0.00
90636	Private- Hep a/hep b vacc, adult im			145.00	145.00	0.00	0.00
90636	Sate- Hep a/hep b vacc, adult im		SL	0.00	0.00	0.00	0.00
90647	Hib vaccine, prp-omp, im		SL	0.00	0.00	0.00	0.00
90648	Private- Hib vaccine, prp-t, im			60.00	60.00	0.00	0.00
90648	Sate- Hib vaccine, prp-t, im		SL	0.00	0.00	0.00	0.00
90651	HPV VACCINE NON VALENT IM			335.00	335.00	0.00	0.00
90651	HPV VACCINE NON VALENT IM		SL	0.00	0.00	0.00	0.00
90654	Influenza virus vaccine, split virus, pr....			20.00	20.00	0.00	0.00
90655	Private- Influenza virus vaccine, trival....			16.00	16.00	0.00	0.00

CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
90656	Private- Influenza virus vaccine, trival....			39.00	39.00	0.00	0.00
90656	Sate- Influenza virus vaccine, trivalent....		SL	0.00	0.00	0.00	0.00
90657	Private- Influenza virus vaccine, trival....			25.00	25.00	0.00	0.00
90658	Private- Influenza virus vaccine, trival....			39.00	39.00	0.00	0.00
90658	Private- Influenza virus vaccine, trival....		SL	0.00	0.00	0.00	0.00
90660	Private- Influenza virus vaccine, trival....			43.00	43.00	0.00	0.00
90662	Influenza virus vaccine, split virus, pr....			72.00	72.00	0.00	0.00
90670	Private- Pneumococcal conjugate vaccine,....			256.00	256.00	0.00	0.00
90670	Sate- Pneumococcal conjugate vaccine, 13....		SL	0.00	0.00	0.00	0.00
90672	Private- Influenza virus vaccine, quadri....			23.00	23.00	0.00	0.00
90673	Influenza virus vaccine, trivalent, deri....			0.00	0.00	0.00	0.00
90674	Influenza virus vaccine, quadrivalent (c....			39.00	39.00	0.00	0.00
90675	Rabies vaccine im			363.37	363.37	0.00	0.00
90675	Rabies vaccine im		SL	0.00	0.00	0.00	0.00
90676	Rabies vaccine, id			215.00	215.00	0.00	0.00
90677	PCV20 VACCINE IM			288.00	288.00	288.00	0.00
90677	PCV20 VACCINE IM		SL	0.00	0.00	0.00	0.00
90680	Rotovirus vacc 3 dose, oral			125.00	125.00	0.00	0.00
90680	Rotovirus vacc 3 dose, oral		SL	0.00	0.00	0.00	0.00
90681	Rotavirus vaccine, human, attenuated, 2			105.00	105.00	0.00	0.00
90685	Private- Influenza virus vaccine, quadri....			64.00	64.00	0.00	0.00
90686	Influenza virus vaccine, quadrivalent, s....			39.00	39.00	0.00	0.00
90687	Influenza virus vaccine, quadrivalent, s....			64.00	64.00	0.00	0.00
90688	Influenza virus vaccine, quadrivalent, s....			64.00	64.00	0.00	0.00
90691	Typhoid vaccine, im			75.00	75.00	0.00	0.00
90694	Influenza virus vaccine, quadrivalent (a....			72.00	72.00	0.00	0.00
90696	Diphtheria, tetanus toxoids, acellular p....			86.00	86.00	0.00	0.00
90696	Diphtheria, tetanus toxoids, acellular p....		SL	0.00	0.00	0.00	0.00
90698	Dtap-hib-ip vaccine, im			135.00	135.00	0.00	0.00
90698	Dtap-hib-ip vaccine, im		SL	0.00	0.00	0.00	0.00
90700	Dtap vaccine, < 7 yrs, im			55.00	55.00	0.00	0.00
90700	Dtap vaccine, < 7 yrs, im		SL	0.00	0.00	0.00	0.00
90702	Private- Dt vaccine < 7, im			36.00	36.00	0.00	0.00
90707	Mmr vaccine, sc			124.00	124.00	0.00	0.00
90707	Mmr vaccine, sc		SL	0.00	0.00	0.00	0.00
90710	MMRV vaccine, sc		SL	0.00	0.00	0.00	0.00
90713	Poliovirus, ipv, sc/im			66.00	66.00	0.00	0.00
90713	Poliovirus, ipv, sc/im		SL	0.00	0.00	0.00	0.00
90714	Td vaccine no prsrv /= 7 im		SL	0.00	0.00	0.00	0.00
90715	Tdap vaccine 7 im		SL	0.00	0.00	0.00	0.00
90715	Tdap vaccine 7 yrs/> im			73.00	73.00	0.00	0.00
90716	Chicken pox vaccine, sc			204.00	204.00	0.00	0.00
90716	Chicken pox vaccine, sc		SL	0.00	0.00	0.00	0.00
90723	Dtap-hep b-ipv vaccine, im			108.00	108.00	0.00	0.00
90723	Dtap-hep b-ipv vaccine, im		SL	0.00	0.00	0.00	0.00

CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
90732	Private- Pneumococcal vaccine			43.00	43.00	0.00	0.00
90732	Sate- Pneumococcal vaccine		SL	0.00	0.00	0.00	0.00
90734	Meningococcal vaccine, im			164.00	164.00	0.00	0.00
90734	Meningococcal vaccine, im		SL	0.00	0.00	0.00	0.00
90736	Zoster vacc, sc			222.00	222.00	0.00	0.00
90744	Hepb vacc ped/adol 3 dose im		SL	0.00	0.00	0.00	0.00
90744	HEPB VACC 3 DOSE PED/ADOL IM			46.00	46.00	0.00	0.00
90746	Hepatitis B vaccine, adult dosage (3 dos....			82.00	82.00	0.00	0.00
90746	Hepatitis B vaccine, adult dosage (3 dos....		SL	0.00	0.00	0.00	0.00
90748	Hep b/hib vaccine, im		SL	0.00	0.00	0.00	0.00
90750	Zoster (shingles) vaccine (HZV), recombi....			246.00	246.00	0.00	0.00
90750	Zoster (shingles) vaccine (HZV), recombi....		SL	0.00	0.00	0.00	0.00
90756	Influenza virus vaccine, quadrivalent (c....			39.00	39.00	0.00	0.00
91300	Severe acute respiratory syndrome corona....			0.00	0.00	0.00	0.00
91301	Severe acute respiratory syndrome corona....			0.00	0.00	0.00	0.00
91303	Severe acute respiratory syndrome corona....			0.00	0.00	0.00	0.00
91304	Novavax COVID-19 vaccine) Severe acute r....			0.00	0.00	0.00	0.00
91305	SARSCOV2 VAC 30 MCG TRS-SUCR			0.00	0.00	0.00	0.00
91306	SARSCOV2 VAC 50MCG/0.25ML IM			0.00	0.00	0.00	0.00
91307	SARSCOV2 VAC 10 MCG TRS-SUCR			0.00	0.00	0.00	0.00
91309	SARSCOV2 VAC 50MCG/0.5ML IM			0.00	0.00	0.00	0.00
91322	SARSCOV2 VACCINE 50 MCG/0.5 ML FOR IM US....			152.00	152.00	0.00	0.00
92521	Evaluation of speech fluency (eg, stutte....			0.00	0.00	0.00	0.00
92522	Evaluation of speech sound production (e....			0.00	0.00	0.00	0.00
92523	Evaluation of speech sound production (e....			0.00	0.00	0.00	0.00
92524	Behavioral and qualitative analysis of v....			0.00	0.00	0.00	0.00
92551	Pure tone hearing test, air			0.00	0.00	0.00	0.00
94010	Breathing capacity test			28.00	28.00	0.00	0.00
94010	Breathing capacity test		26	10.00	10.00	0.00	0.00
94010	Breathing capacity test		TC	20.00	20.00	0.00	0.00
94150	Vital capacity test			23.00	23.00	0.00	0.00
94150	Vital capacity test		26	23.00	23.00	0.00	0.00
94150	Vital capacity test		TC	23.00	23.00	0.00	0.00
94640	Airway inhalation treatment			11.00	11.00	0.00	0.00
94664	Evaluate pt use of inhaler			36.00	36.00	0.00	0.00
94760	Measure blood oxygen level			6.00	6.00	0.00	0.00
96110	Developmental screening, with interpreta....			11.00	11.00	0.00	0.00
96127	BRIEF EMOTIONAL/BEHAV ASSMT			6.00	6.00	0.00	0.00
96150	Assess hlth/behave, init			20.00	20.00	0.00	0.00
96160	Administration of patient-focused health....			5.00	5.00	0.00	0.00
96161	Administration of caregiver-focused heal....			5.00	5.00	0.00	0.00

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CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
96372	Therapeutic, prophylactic, or diagnostic....			45.00	45.00	0.00	0.00
97802	Medical nutrition, indiv, in			84.00	84.00	0.00	0.00
97803	Med nutrition, indiv, subseq			72.25	72.25	0.00	0.00
97804	Medical nutrition, group			14.00	14.00	0.00	0.00
99000	Handling and/or conveyance of specimen f....			66.00	66.00	0.00	0.00
99080	Special reports or forms			15.00	15.00	0.00	0.00
99173	Visual acuity screen			0.00	0.00	0.00	0.00
99201	Office or other outpatient visit for the....			66.00	66.00	0.00	0.00
99201	Office or other outpatient visit for the....		FP	66.00	66.00	0.00	0.00
99202	OFFICE O/P NEW SF 15-29 MIN			143.00	143.00	0.00	0.00
99203	OFFICE O/P NEW LOW 30-44 MIN			207.00	207.00	0.00	0.00
99204	OFFICE O/P NEW MOD 45-59 MIN			321.00	321.00	0.00	0.00
99205	OFFICE O/P NEW HI 60-74 MIN			403.00	403.00	0.00	0.00
99211	OFFICE O/P EST MINIMAL PROB			41.00	41.00	0.00	0.00
99211	OFFICE O/P EST MINIMAL PROB		FP	41.00	41.00	0.00	0.00
99212	OFFICE O/P EST SF 10-19 MIN			83.00	83.00	0.00	0.00
99212	OFFICE O/P EST SF 10-19 MIN		FP	83.00	83.00	0.00	0.00
99213	OFFICE O/P EST LOW 20-29 MIN			139.00	139.00	0.00	0.00
99213	OFFICE O/P EST LOW 20-29 MIN		FP	139.00	139.00	0.00	0.00
99214	OFFICE O/P EST MOD 30-39 MIN			209.00	209.00	0.00	0.00
99214	OFFICE O/P EST MOD 30-39 MIN		FP	209.00	209.00	0.00	0.00
99215	OFFICE O/P EST HI 40-54 MIN			282.00	282.00	0.00	0.00
99215	OFFICE O/P EST HI 40-54 MIN		FP	282.00	282.00	0.00	0.00
99241	Office consultation for a new or establi....			42.00	42.00	0.00	0.00
99242	Office consultation for a new or establi....			79.00	79.00	0.00	0.00
99381	Prev visit, new, infant			242.00	242.00	0.00	0.00
99381	Prev visit, new, infant		EP	242.00	242.00	0.00	0.00
99382	Prev visit, new, age 1-4			260.00	260.00	0.00	0.00
99382	Prev visit, new, age 1-4		EP	260.00	260.00	0.00	0.00
99383	Prev visit, new, age 5-11			259.00	259.00	0.00	0.00
99383	Prev visit, new, age 5-11		EP	259.00	259.00	0.00	0.00
99383	Prev visit, new, age 5-11		FP	259.00	259.00	0.00	0.00
99384	Prev visit, new, age 12-17			228.00	228.00	0.00	0.00
99384	Prev visit, new, age 12-17		EP	228.00	228.00	0.00	0.00
99384	Prev visit, new, age 12-17		FP	228.00	228.00	0.00	0.00
99385	Prev visit, new, age 18-39			228.00	228.00	0.00	0.00
99385	Prev visit, new, age 18-39		EP	228.00	228.00	0.00	0.00
99385	Prev visit, new, age 18-39		FP	228.00	228.00	0.00	0.00
99386	Prev visit, new, age 40-64			266.00	266.00	0.00	0.00
99386	Prev visit, new, age 40-64		FP	266.00	266.00	0.00	0.00
99387	Prev visit, new, 65 & over			211.00	211.00	0.00	0.00
99391	Prev visit, est, infant			211.00	211.00	0.00	0.00
99391	Prev visit, est, infant		EP	211.00	211.00	0.00	0.00
99392	Prev visit, est, age 1-4			230.00	230.00	0.00	0.00
99392	Prev visit, est, age 1-4		EP	230.00	230.00	0.00	0.00
99393	Prev visit, est, age 5-11			229.00	229.00	0.00	0.00
99393	Prev visit, est, age 5-11		EP	229.00	229.00	0.00	0.00
99394	Prev visit, est, age 12-17			198.00	198.00	0.00	0.00
99394	Prev visit, est, age 12-17		EP	198.00	198.00	0.00	0.00
99394	Prev visit, est, age 12-17		FP	198.00	198.00	0.00	0.00
99395	Prev visit, est, age 18-39			199.00	199.00	0.00	0.00
99395	Prev visit, est, age 18-39		EP	199.00	199.00	0.00	0.00

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CPT	Name	NDC	Modifier	Charges		Payments	
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99395	Prev visit, est, age 18-39		FP	199.00	199.00	0.00	0.00
99396	Prev visit, est, age 40-64			217.00	217.00	0.00	0.00
99396	Prev visit, est, age 40-64		FP	217.00	217.00	0.00	0.00
99397	Prev visit, est, 65 & over			175.00	175.00	0.00	0.00
99401	Preventive counseling, indiv			44.00	44.00	0.00	0.00
99402	Preventive counseling, indiv			86.00	86.00	0.00	0.00
99404	Preventive counseling, indiv			154.00	154.00	0.00	0.00
99406	Smoking and tobacco use cessation counse....			54.00	54.00	0.00	0.00
99407	Smoking and tobacco use cessation counse....			145.00	145.00	0.00	0.00
99408	Alcohol and/or substance (other than tob....			31.00	31.00	0.00	0.00
99409	Alcohol and/or substance (other than tob....			60.00	60.00	0.00	0.00
99412	Preventive counseling, group			23.00	23.00	0.00	0.00
99441	Telephone evaluation and management serv....			41.00	41.00	0.00	0.00
99442	Telephone evaluation and management serv....			83.00	83.00	0.00	0.00
99443	Telephone evaluation and management serv....			139.00	139.00	0.00	0.00
99501	Home visit, postnatal			63.00	63.00	0.00	0.00
99502	Home visit, nb care			30.00	30.00	0.00	0.00
A4663	Dialysis blood pressure cuff			39.00	39.00	0.00	0.00
D0120	Periodic oral evaluation			39.00	39.00	0.00	0.00
D0140	Limit oral eval problm focus			51.00	51.00	0.00	0.00
D0145	Oral evaluation, pt < 3yrs			38.00	38.00	0.00	0.00
D0150	Comprehensve oral evaluation			61.00	61.00	0.00	0.00
D0160	Extensv oral eval prob focus			89.00	89.00	0.00	0.00
D0170	Re-eval,est pt,problem focus			31.00	31.00	0.00	0.00
D0210	intraoral - complete series of radiograp....			102.00	102.00	0.00	0.00
D0220	intraoral - periapical first radiographi....			36.00	36.00	0.00	0.00
D0230	intraoral - periapical each additional r....			36.00	36.00	0.00	0.00
D0240	intraoral - occlusal radiographic image			22.00	22.00	0.00	0.00
D0250	extraoral - first radiographic image			30.00	30.00	0.00	0.00
D0270	bitewing - single radiographic image			15.00	15.00	0.00	0.00
D0272	bitewings - two radiographic images			35.00	35.00	0.00	0.00
D0273	bitewings - three radiographic images			27.00	27.00	0.00	0.00
D0274	bitewings - four radiographic images			43.00	43.00	0.00	0.00
D0330	panoramic radiographic image			77.00	77.00	0.00	0.00
D0470	Diagnostic casts			60.00	60.00	0.00	0.00
D1110	Dental prophylaxis adult			71.00	71.00	0.00	0.00
D1120	Dental prophylaxis child			70.00	70.00	0.00	0.00
D1206	topical application of fluoride varnish			17.00	17.00	0.00	0.00
D1208	topical application of fluoride			43.00	43.00	0.00	0.00
D1330	Oral hygiene instruction			20.00	20.00	0.00	0.00
D1351	Dental sealant per tooth			51.00	51.00	0.00	0.00
D1510	Space maintainer fxd unilat			201.00	201.00	0.00	0.00
D1515	Fixed bilat space maintainer			378.00	378.00	0.00	0.00
D2140	Amalgam one surface permanen			91.00	91.00	0.00	0.00
D2150	Amalgam two surfaces permane			116.00	116.00	0.00	0.00
D2160	Amalgam three surfaces perma			134.00	134.00	0.00	0.00
D2161	Amalgam 4 or surfaces perm			147.00	147.00	0.00	0.00
D2330	Resin one surface-anterior			128.00	128.00	0.00	0.00
D2331	Resin two surfaces-anterior			132.00	132.00	0.00	0.00

CPT	Name	NDC	Modifier	Charges		Payments	
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D2332	Resin three surfaces-anterio			157.00	157.00	0.00	0.00
D2335	Resin 4/ surf or w incis an			162.00	162.00	0.00	0.00
D2390	Ant resin-based cmpst crown			241.00	241.00	0.00	0.00
D2391	Post 1 srfc resinbased cmpst			130.00	130.00	0.00	0.00
D2392	Post 2 srfc resinbased cmpst			167.00	167.00	0.00	0.00
D2393	Post 3 srfc resinbased cmpst			198.00	198.00	0.00	0.00
D2394	Post =4srfc resinbase cmpst			227.00	227.00	0.00	0.00
D2920	Dental recement crown			67.00	67.00	0.00	0.00
D2930	Prefab stnlss steel crwn pri			152.00	152.00	0.00	0.00
D2931	Prefab stnlss steel crown pe			219.00	219.00	0.00	0.00
D2932	Prefabricated resin crown			178.00	178.00	0.00	0.00
D2933	Prefab stainless steel crown			267.00	267.00	0.00	0.00
D2934	Prefab steel crown primary			267.00	267.00	0.00	0.00
D2940	Dental sedative filling			128.00	128.00	0.00	0.00
D2950	Core build-up incl any pins			106.00	106.00	0.00	0.00
D2951	Tooth pin retention			34.00	34.00	0.00	0.00
D3220	Therapeutic pulpotomy			128.00	128.00	0.00	0.00
D3230	Pulpal therapy anterior prim			203.00	203.00	0.00	0.00
D3240	Pulpal therapy posterior pri			270.00	270.00	0.00	0.00
D3310	Anterior			401.00	401.00	0.00	0.00
D3320	Root canal therapy 2 canals			352.00	352.00	0.00	0.00
D3330	Root canal therapy 3 canals			580.00	580.00	0.00	0.00
D3351	Apexification/recalc initial			195.00	195.00	0.00	0.00
D3352	Apexification/recalc interim			142.00	142.00	0.00	0.00
D3353	Apexification/recalc final			284.00	284.00	0.00	0.00
D3410	Apicoect/perirad surg anter			367.00	367.00	0.00	0.00
D4210	Gingivectomy/plasty per quad			351.00	351.00	0.00	0.00
D4240	Gingival flap proc w/ planin			414.00	414.00	0.00	0.00
D4341	Periodontal scaling & root			181.00	181.00	0.00	0.00
D4346	Scaling in presence of generalized moder....			46.00	46.00	0.00	0.00
D4355	Full mouth debridement			108.00	108.00	0.00	0.00
D4910	Periodontal maint procedures			70.00	70.00	0.00	0.00
D7111	Extraction coronal remnants			62.50	62.50	0.00	0.00
D7140	Extraction erupted tooth/exr			117.00	117.00	0.00	0.00
D7210	Rem imp tooth w mucoper flp			149.00	149.00	0.00	0.00
D7220	Impact tooth remov soft tiss			176.00	176.00	0.00	0.00
D7230	Impact tooth remov part bony			214.00	214.00	0.00	0.00
D7250	Tooth root removal			148.00	148.00	0.00	0.00
D7260	Oral antral fistula closure			538.00	538.00	0.00	0.00
D7270	Tooth reimplantation			299.00	299.00	0.00	0.00
D7310	Alveoplasty w/ extraction			146.00	146.00	0.00	0.00
D7320	Alveoplasty w/o extraction			235.00	235.00	0.00	0.00
D7340	Vestibuloplasty ridge extens			741.00	741.00	0.00	0.00
D7510	I&d absc intraoral soft tiss			155.00	155.00	0.00	0.00
D7520	I&d abscess extraoral			338.00	338.00	0.00	0.00
D9110	Tx dental pain minor proc			111.00	111.00	0.00	0.00
D9230	Analgesia			46.00	46.00	0.00	0.00
D9630	Other drugs/medicaments			22.00	22.00	0.00	0.00
G0008	Admin influenza virus vac			25.00	25.00	0.00	0.00
G0009	Admin pneumococcal vaccine			25.00	25.00	0.00	0.00
G0010	Admin hepatitis b vaccine			25.00	25.00	0.00	0.00
G0108	Diab manage trn per indiv			20.00	20.00	0.00	0.00
G0109	Diab manage trn ind/group			0.00	0.00	0.00	0.00
G2023	Specimen collection for severe acute res....			85.00	85.00	0.00	0.00

CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
G2024	Specimen collection for severe acute res....			85.00	85.00	0.00	0.00
G2212	Prolonged office or other outpatient eva....			0.00	0.00	0.00	0.00
G8752	Most recent systolic blood pressure < 14....			0.00	0.00	0.00	0.00
J1050	Injection, medroxyprogesterone acetate, ...	00009470913		0.50	0.50	0.00	0.00
J1050	Injection, medroxyprogesterone acetate, ...	00009470913	FP	0.36	0.36	0.00	0.00
J1050	Injection, medroxyprogesterone acetate, ...	00009470913	UD	0.36	0.36	0.00	0.00
J2790	Rho d immune globulin inj			133.00	133.00	0.00	0.00
J3490	17P V2341			28.00	28.00	0.00	0.00
J7298	Levonorgestrel iu 52mg 5 yr			903.00	903.00	903.00	0.00
J7298	Levonorgestrel iu 52mg 5 yr		UD	308.05	308.05	0.00	0.00
J7303	Contraceptive vaginal ring			27.00	27.00	0.00	0.00
J7303	Contraceptive vaginal ring		FP	27.00	27.00	0.00	0.00
J7303	Contraceptive vaginal ring		UD	15.34	15.34	0.00	0.00
J7304	Contraceptive hormone patch			17.00	17.00	0.00	0.00
J7304	Contraceptive hormone patch		UD	17.00	17.00	0.00	0.00
J7307	Etonogestrel (contraceptive) implant sys....			700.00	700.00	0.00	0.00
J7307	Etonogestrel (contraceptive) implant sys....		UD	460.85	460.85	0.00	0.00
LU018	Copy of Medical Record			10.00	10.00	0.00	0.00
LU021	Complete Form Verify Exam			0.00	0.00	0.00	0.00
LU031	Returned Check Fee			30.00	30.00	0.00	0.00
LU100	HIV Pre Test Counselings or Testing			0.00	0.00	0.00	0.00
LU101	HIV Post Test Results or Counseling			0.00	0.00	0.00	0.00
LU102	Completion of Record of TB Screen			15.00	15.00	0.00	0.00
LU114	PPD With State Supply V741			0.00	0.00	0.00	0.00
LU117	PPD Positive Result Contact			0.00	0.00	0.00	0.00
LU118	PPD Negative Result Contact			0.00	0.00	0.00	0.00
LU119	PPD Positive Result Contact Low Risk			0.00	0.00	0.00	0.00
LU120	PPD Negative Result Contact Low Risk			0.00	0.00	0.00	0.00
LU121	TB DOT			0.00	0.00	0.00	0.00
LU122	TB DOPT			0.00	0.00	0.00	0.00
LU123	PPD No Read Contact			0.00	0.00	0.00	0.00
LU124	PPD No Read Low Risk			0.00	0.00	0.00	0.00
LU125	Reading a PPD Placed Elsewhere			14.00	14.00	0.00	0.00
LU201	Repeat Pap Smear			0.00	0.00	0.00	0.00
LU208	Limited Physical Sports			0.00	0.00	0.00	0.00
LU225	TB Inittial Visit			0.00	0.00	0.00	0.00
LU226	TB Subsequent Visit			0.00	0.00	0.00	0.00
LU227	Referred for positive PPD			0.00	0.00	0.00	0.00
LU228	PPD for Population Risk High Risk			0.00	0.00	0.00	0.00
LU230	Blood Pressure Check			0.00	0.00	0.00	0.00
LU235	Pill Replacement			0.00	0.00	0.00	0.00
LU242	Non Billable STD Contact			0.00	0.00	0.00	0.00
LU243	Non Billable CD Contact			0.00	0.00	0.00	0.00
LU244	Interpreter			0.00	0.00	0.00	0.00
LU252	Wellness Assessment Only			0.00	0.00	0.00	0.00
LU258	Weight Check			0.00	0.00	0.00	0.00
LU262	PPD Positive Result High Risk			0.00	0.00	0.00	0.00
LU263	PPD Negative Result High Risk			0.00	0.00	0.00	0.00
LU264	PPD Not Read High Risk			0.00	0.00	0.00	0.00

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CPT	Name	NDC	Modifier	Charges		Payments	
				Inpatient	Outpatient	Inpatient	Outpatient
LU265	Treatment of LBTI Initiated High			0.00	0.00	0.00	0.00
LU274	PPD for Contact			0.00	0.00	0.00	0.00
LU400	MISCELLANEOUS SERVICES			100.00	100.00	0.00	0.00
M0201	Pne flu hepb cov home admin			35.00	35.00	0.00	0.00
Q2038	Influenza virus vaccine, split virus, wh....			20.00	20.00	0.00	0.00
S0280	Medical home program, comprehensive care....			53.00	53.00	0.00	0.00
S0281	Medical home program, comprehensive care....			158.00	158.00	0.00	0.00
S4993	Contraceptive pills for bc			4.00	4.00	0.00	0.00
S4993	Contraceptive pills for bc		FP	4.00	4.00	0.00	0.00
S9445	PT education noc individ			16.00	16.00	0.00	0.00
S9455	Diabetic Management Program,			16.00	16.00	0.00	0.00
T1001	Nursing assessment/evaluatn			88.00	88.00	0.00	0.00
T1002	RN services up to 15 minutes			79.00	79.00	0.00	0.00
T1016	Case management			25.00	25.00	0.00	0.00
T1017	Targeted case management			25.00	25.00	0.00	0.00
T2041	Support broker waiver/15 min			16.25	16.25	0.00	0.00
U0003	Cov-19 amp prb hgh thruput			85.00	85.00	0.00	0.00
U0004	Cov-19 test non-cdc hgh thru			85.00	85.00	0.00	0.00

March 21, 2019

FEE SETTING IN THE LHD

NC Division of Public Health - Local Technical Assistance & Training Branch

In this issue:

- Why do we charge fees?
- What makes up our fees?
- How should we set fees?
- Do's and Don'ts
- Resources

Why do we charge fees?

The purpose of charging fees is to increase resources and use them to meet residents' needs in a fair and balanced way. Fees are necessary to help cover the full cost of providing recommended and needed health services. As much as possible, we set fee amounts based on the real cost of providing that service (calculated as direct costs plus indirect costs)..

Direct Costs may include:

- Salary and fringe -typically 75-80% of budget (or more)
- Supplies- band aids, table paper, forms, syringes, alcohol wipes, etc.
- Pharmaceuticals
- Travel
- Computer hardware & software

Indirect Costs may include:

- Facility costs (utilities, rent, insurance, cleaning contracts, etc)

Fees for Health Department services are authorized under North Carolina 130A-39 (g), provided that 1) they are in accordance with a plan recommended by the Health Director and approved by the Board of Health and the County Commissioners, and 2) they are not otherwise prohibited by law. Fees are based on the cost of providing the service.

It is recommended that your agency develop a pricing policy addressing establishment of usual and customary charges, applying income-based discounts, third party billing/reconciliation, Medicaid (physician administered drugs, fee for service drugs (340b), managed care, Medicaid as secondary payer). This information may be included in the agency's Fee and Eligi-

Fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves.

Resources:

- **Local Fee and Eligibility Policy (and others as they apply to billing/collections)**
- **Consolidated Agreement**
- **Medicaid Participation Agreement**
- **Program Rules and Regulations**
- **NC General Statues**
- **NC Administrative Code**
- **Public Health Administrative Consultants**

Brook Johnson 919-710-0133
brook.johnson@dhhs.nc.gov

Kathy Brooks 336-212-1678
Kathy.brooks@dhhs.nc.gov

Do's and Don'ts

Do set fees based on the cost to provide each service. You may use tools such as the Medicaid Cost Report, vendor rates (increased or decreased cost of supplies and services), personnel costs. It is acceptable to inquire from surrounding county health departments as to their fee schedule to see if you are in the "ballpark".

Another tool you may use is the "Workbook for Setting Fees" located under the Policy & Procedure heading on the DPH/LTAT/LHD website.

Do not take your current fees and add a percentage, such as 5%. This is not an acceptable method for fee setting.

Do document your methodology for setting your fees in a policy or procedure. In addition, be sure to retain any notes or minutes from your fee setting team meetings. These are required as documentation for Re-Accreditation.

Do charge Medicaid your acquisition cost for all 340b drugs and devices

Attachment seven

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: 09/08/26
Re: Sale of Service Weapon to Retiring Deputy

North Carolina General Statute § 20-187.2 was recodified as G.S. 17F-20 allows the Board of Commissioners to award a retiring officer his/her service weapon. It specifically states that you may do so at a price determined by you as the governing body. Sheriff Atkinson has requested that consideration be given for retiring ***Deputy William Moore***.

To show the County's appreciation for his exemplary service, and to provide a memento to that service, I recommend that you approve the transfer of his service weapon **Glock 47; serial # CGKC 074** at a price of **$1** upon the retirement of ***Deputy William Moore***.

Outlook

Service Weapon Retire

From Carlos Williams <cwilliams@edgecombeco.com>
Date Wed 8/26/2026 3:20 PM
To Tammi Faison <tammifaison@edgecombeco.com>

Good afternoon,
I'm requesting for William Moore to purchase his weapon for retirement. His weapon is a Glock 47 serial number CGKC 074.

Chief Deputy Carlos D. Williams
Edgecombe County Sheriff's Office
P O Box 219 | 3005 Anaconda Road
Tarboro, NC 27886
(252) 641-7918 Telephone
(252) 641-5411 Fax
cwilliams@edgecombeco.com
This email message, and any attachment(s), as well as any email message(s) that may be sent in response to it, may be considered Public Record per NC General Statute §132, and may be released to third parties without prior notice.

Attachment eight

Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager

Date: 9/3/26

Re: Appointment for the unexpired term for District #7

The passing of Commissioner Rev. E. Wayne Hines on August 29, 2026, created a vacancy in the District 7 seat on the Board of Commissioners. Prior to Commissioner Hines' passing, the Board had granted him a leave of absence from his duties as County Commissioner due to health concerns. Pursuant to N.C.G.S. § 128-40, the Board appointed Mr. Larry Woodley to serve temporarily in Commissioner Hines' place during the approved leave of absence. Commissioner Hines' passing now creates a permanent vacancy in the office, and the Board must take separate action to fill the vacant District 7 seat in accordance with State law.

N.C.G.S. § 153A-27 governs vacancies on boards of county commissioners in Edgecombe County. The statute provides that the remaining members of the Board shall appoint a qualified person to fill a vacancy. Because Commissioner Hines was elected as the nominee of the Democratic Party and represented District 7, the individual appointed to fill the vacancy must be a member of the same political party and a resident of District 7.

The statute further requires the Board to consult with the County Executive Committee of the political party of the commissioner whose seat has become vacant prior to making the appointment. The Edgecombe County Democratic Party Executive Committee discussed the matter at their previously scheduled meeting on September 3rd. They will meet again on the morning of September 8th to make their recommendation, which will be provided to you at your meeting.

Mr. Woodley has served well during the temporary appointment, and he has also filed as the Democratic candidate for the District 7 seat in the November 2026 General Election.

I recommend that the Board appoints Mr. Larry Woodley to fill the vacancy in the District 7 seat on the Edgecombe County Board of Commissioners, effective upon his taking the required oath of office, and to serve the unexpired term until the first Monday in December 2026, in accordance with N.C.G.S. § 153A-27.

§ 153A-27. Vacancies on the board of commissioners.

(a) If a vacancy occurs on the board of commissioners, the remaining members of the board shall appoint a qualified person to fill the vacancy. If the number of vacancies on the board is such that a quorum of the board cannot be obtained, the chairman of the board shall appoint enough members to make up a quorum, and the board shall then proceed to fill the remaining vacancies. If the number of vacancies on the board is such that a quorum of the board cannot be obtained and the office of chairman is vacant, the clerk of superior court of the county shall fill the vacancies upon the request of any remaining member of the board or upon the petition of any five registered voters of the county. If for any other reason the remaining members of the board do not fill a vacancy within 60 days after the day the vacancy occurs, the clerk shall immediately report the vacancy to the clerk of superior court of the county. The clerk of superior court shall, within 10 days after the day the vacancy is reported to him, fill the vacancy.

(b) If the member being replaced was serving a two-year term, or if the member was serving a four-year term and the vacancy occurs later than 60 days before the general election for county commissioner held after the first two years of the term, the appointment to fill the vacancy is for the remainder of the unexpired term. Otherwise, the term of the person appointed to fill the vacancy extends to the first Monday in December next following the first general election for county commissioner held more than 60 days after the day the vacancy occurs; at that general election, a person shall be elected to the seat vacated, either to the remainder of the unexpired term or, if the term has expired, to a full term.

(c) To be eligible for appointment to fill a vacancy, a person must (i) be a member of the same political party as the member being replaced, if that member was elected as the nominee of a political party, and (ii) be a resident of the same district as the member being replaced, if the county is divided into electoral districts. The board of commissioners or the clerk of superior court, as the case may be, shall consult the county executive committee of the appropriate political party before filling a vacancy, but neither the board nor the clerk of the superior court is bound by the committee's recommendation. (Code, s. 719; 1895, c. 135, s. 7; Rev., s. 1314; 1909, c. 490, s. 1; C.S., s. 1294; 1959, c. 1325; 1965, cc. 239, 382; 1967, cc. 7, 424, 439, 1022; 1969, cc. 82, 222; 1971, c. 743, s. 1; 1973, c. 822, s. 1; 1985, c. 563, ss. 7.3, 7.4; 2017-2, s. 1.)

Attachment nine

EDGECOMBE COUNTY BOARD OF COMMISSIONERS RESOLUTION HONORING WHITE'S CHAPEL MISSIONARY BAPTIST CHURCH ON THE OCCASION OF ITS 130TH CHURCH ANNIVERSARY

WHEREAS, White's Chapel Missionary Baptist Church, located at 3679 NC Highway 122 North in Edgecombe County, has served its congregation and the surrounding community for 130 years; and

WHEREAS, throughout its history, White's Chapel Missionary Baptist Church has provided a place of worship, fellowship, spiritual growth, and Christian service for generations of Edgecombe County residents; and

WHEREAS, the church's enduring ministry reflects a rich tradition of faith, commitment, and service to others and has contributed to the spiritual and community life of Edgecombe County; and

WHEREAS, under the leadership of Pastor Reverend Alvin L. Jones, the members of White's Chapel Missionary Baptist Church continue this legacy of worship, witness, ministry, and service; and

WHEREAS, the congregation will commemorate this significant milestone during its 130th Church Anniversary Celebration on Sunday, September 13, 2026; and

WHEREAS, the Edgecombe County Board of Commissioners desires to recognize this historic occasion and congratulate the members, pastor, former pastors, families, and friends of White's Chapel Missionary Baptist Church for reaching this remarkable milestone;

NOW, THEREFORE, BE IT RESOLVED, that the Edgecombe County Board of Commissioners hereby congratulates White's Chapel Missionary Baptist Church upon the celebration of its 130th Church Anniversary and expresses its appreciation for the church's longstanding presence, ministry, and service within Edgecombe County.

BE IT FURTHER RESOLVED, that the Board extends its best wishes to Pastor Reverend Alvin L. Jones and the entire White's Chapel Missionary Baptist Church family for a joyful anniversary celebration and for continued years of faithful service to God and the community.

Adopted this 8th day of September, 2026.

Leonard Wiggins, Chairman
Edgecombe County Board of Commissioners

ATTEST:

Tammi Faison, Clerk to the Board

Attachment ten

RESOLUTION HONORING LIFE and SERVICE & DECLARING AUGUST 29th as COMMISSIONER REV. E. WAYNE HINES, SR. DAY

WHEREAS, it is the desire of the ***Edgecombe County Board of Commissioners*** to recognize and commemorate the exceptional life, public service, and legacy of individuals whose dedicated efforts have profoundly impacted our County and its citizens; and

WHEREAS, Commissioner Rev. Elton Wayne Hines, Sr. devoted more than 28 years of distinguished public service to the citizens of ***Edgecombe County***, having been sworn into office on ***December 7, 1998***, and serving faithfully until beginning a medical leave of absence in ***August 2025***; and

WHEREAS, throughout his many years on the Board, Commissioner Hines served with steadfast dedication, integrity, and a deep commitment to the residents and communities he represented; and

WHEREAS, his spirit of service extended beyond county government as he answered the call to Christian ministry, serving as Pastor of ***Bunn Chapel Baptist Church*** and ***Bethlehem Baptist Church***, where he offered spiritual guidance, leadership, and comfort to his congregations and the broader community; and

WHEREAS, through his work as a County Commissioner, pastor, community leader, and friend, Commissioner Hines touched countless lives, leaving an indelible mark on the history and fabric of Edgecombe County; and

WHEREAS, on ***August 29th***, Commissioner Hines transitioned from life into eternal rest, leaving behind a legacy of faith, leadership, and devotion that will be remembered and honored for generations to come;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EDGECOMBE COUNTY THAT:

1. The Board hereby honors the extraordinary life, dedicated service, and legacy of Commissioner Rev. Elton Wayne Hines, Sr.
2. The Board extends its deepest sympathy and heartfelt condolences to his family, friends, congregations, and loved ones.
3. In lasting tribute to his immense contributions to our community, the Board hereby proclaims ***August 29th*** as ***Commissioner Rev. E. Wayne Hines, Sr.*** **Day** in ***Edgecombe County***.

ADOPTED this the _____ day of _____, 20_____.

_____ _____

Leonard Wiggins, Board Chair ***Tammi Faison, Clerk to the Board***

Attachment eleven

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/3/26
Re: Sheriff's Highway Safety Program

Sheriff Atkinson has received a new grant award from the NC Governor's Highway Safety Program to continue to designate a full-time Deputy who addresses traffic collisions, speeding complaints, and other issues related to traffic safety and education. The grant in the amount of $37,373 will be matched with funds already budgeted.

I recommend that you approve the resolutions as presented.

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Edgecombe County Sheriff's Office (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Edgecombe County
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Edgecombe County IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Tarboro, NORTH CAROLINA,

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Eric Evans, County Manager is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ 37,373.00 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of $ 37,372.00 as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____ **SEAL**
(Clerk)

DATE _____

North Carolina Governor's Highway Safety Program
Agreement of Conditions/Conflict of Interest

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
   - **(a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
   - **(b)** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
   - **(c)** Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
   - **(d)** Non-Discrimination in Federally assisted programs of the United States Department of Transportation
     - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
   - **(e)** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
   - **(f)** The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
   - **(g)** The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
   - **(h)** Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
   - **(i)** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
   - **(j)** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).

3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and the implementing regulations as applicable:
   - **(a)** Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
   - **(b)** Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
   - **(c)** Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
   - **(d)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
   - **(e)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
   - **(f)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.

4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501- 1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

5. **Lobbying.**

   (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

(a) Audit Required. Non-Federal entities that spend $750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.

(b) Single Audit. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

(a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

(b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances.

(d) The terms "covered transaction", "civil judgement", "debarment", "suspension", "ineligible", "participant", "person", "principal", and "voluntarily excluded", as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

(e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, provided that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

(i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Note that recent DOT waivers allows for waivers under two criteria. A *De Minimis Costs* waiver applies to the total value of the non-compliant products where the cost is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project. The *Small Grants* waiver applies when the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. The Small Grants waiver may be applied to both financial assistance awards and

subawards, where the subaward is made by a passthrough entity for a specific project. However, it is not applicable to a subaward made under an award of $500,000 or more if the scope of the subaward is not a separately identifiable, independent project.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No prior contract, either oral or implied, shall supersede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or funding amount in this contract require a written addendum to this contract on a form provided by the Department.

2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.

4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the

Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. **Property and Equipment.**
   (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
   (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
   (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
      (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
      (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
   (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of $5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of $5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**
   (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
   (b) **Approval.** Prior to payment, the itemized invoice must be approved by the Governor's Highway Safety Program and the Department shall approve the itemized invoice prior to payment.
   (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
   (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
   (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be

made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**
    (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.

    (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

    (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. **Out-of-State Travel.**
    (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
    (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
    (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
    (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
    (a) **Certifications Required.**
        (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.

(ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.

(iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

(b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The Agency head must sign the form. However, the Agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. **Conditions for Local Governmental Agencies.**
    (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
    (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. **Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. **Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. **Continued Federal and State Funding.**
    (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

    appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
    (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any State funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated

settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. **Department Held Harmless.**
    (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
    (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
    (a) Cancel, terminate, or suspend this contract in whole or in part;
    (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
    (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
    (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. **Cancellation, Termination, or Suspension of Contract.**

    (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity, this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
    (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
    (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **CERTIFICATION ON CONFLICT OF INTEREST**

a) No employee. officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate. make, accept, or approve. or to take part in negotiating. making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee. officer. or agent any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

(b) The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions for violations of such standards by officers, employees, or agents.
(c) The code or standards shall provide the recipient's officers, employees. or agents may may neither solicit or accept gratuities, favors, or anything of monetary value from present or potential subawards, including contractors or parties to subcontracts.
(d) The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations as permitted by State or local law or regulations.

The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

30. **The end date for the Agency's fiscal year is** June 30

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Troy Hill	TITLE Sergeant	ADDRESS 3005 Anaconda Rd.
SIGNATURE	DATE	TELEPHONE NUMBER 252-641-7911
AGENCY AUTHORIZING OFFICIAL		
NAME Eric Evans	TITLE County Manager	ADDRESS 201 St. Andrew St. Tarboro, NC 27886
SIGNATURE	DATE	TELEPHONE NUMBER 252-641-7834
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME Linda Barfield	TITLE Chief Financial Officer	ADDRESS 201 St. Andrew St. Tarboro, NC 27886
SIGNATURE	DATE	TELEPHONE NUMBER 252-641-7840

Attachment twelve

Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager

Date: 9/3/26

Re: Proposed purchase of property at the Sheriff's Training Facility

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As you know, the Sheriff operates a law enforcement training facility and firing range at the former Dodge City Subdivision near Pinetops. Following Hurricane Floyd in 1999, residents of the subdivision were relocated, homes were demolished, and the County acquired most of the affected properties. Through donated funds, the area was subsequently developed for use as a training facility by the Sheriff's Office.

The County has recently become aware that a vacant lot located within the area of the training facility remains in private ownership. The Sheriff has advised that an individual with an ownership interest in the property has requested access to the lot. Because of the location of the property within the training area, private access raises both operational and safety concerns. The Sheriff has therefore requested that the County pursue acquisition of the property.

North Carolina General Statute § 153A-158 authorizes a county to acquire real property by purchase, gift, grant, exchange, lease, or other lawful method when the property is to be used by the County or one of its departments or agencies. The proposed acquisition would allow the County to consolidate ownership of property within the Sheriff's training facility and eliminate the safety, security, and operational issues associated with private ownership and access within the training area.

Therefore, I recommend that you authorize me to negotiate and purchase the property identified as PIN 4714-49-0521, Lot 9 of the Dodge City Subdivision, for a purchase price not to exceed $5,000, and to authorize me to execute the purchase agreement and all other documents necessary to complete the acquisition, subject to review by the County Attorney.

Office of the Sheriff

EDGECOMBE COUNTY
P.O. BOX 219 • 3005 ANACONDA ROAD
TARBORO, N.C. 27886

CLEVELAND ATKINSON, JR.
SHERIFF

PHONE: 252.641.7911
FAX: 252.641.5411

August 21, 2026

Mr. Eric Evans
County Manager

Dear Mr. Evans:

I am writing to bring to your attention a matter concerning property ownership at the Edgecombe County Sheriff's Office firing range located at 15 Creek St, Pinetops and the potential interference it may cause with the training of law enforcement officers.

It has come to our attention that a private citizen, Ms. Noel Farmer, owns a portion of the land associated with or located within the area of the firing range. This ownership interest may create concerns regarding the continued use of the property for law enforcement firearms training and other related training activities. Ms. Farmer has recently reached out to us requesting a key to enter the property at her leisure.

The firing range is an important resource for ensuring that law enforcement officers receive the necessary firearms proficiency, qualification, and tactical training required to perform their duties safely and effectively. Having our very own firing range is a cost-saving measure because we don't have to leave Edgecombe County to do that part of our required training. Any limitations, restrictions, access issues, or other interference related to private ownership of a portion of the property could negatively impact the ability to conduct training in a safe, consistent, and efficient manner. If a civilian is on the property, we cannot proceed with our firearms training. We also have very valuable equipment at the firing range that must be secure. With this type of access, that equipment is no longer secure.

We respectfully request that the County review the current property boundaries, ownership records, easements, and any other applicable agreements to determine the extent of the citizen's ownership interest and whether it may affect current or future operations at the firing range. It may also be beneficial to explore available options to resolve or minimize any potential conflicts, including discussions with the property owner and consultation with the County Attorney regarding the County's rights and responsibilities.

Our primary concern is maintaining a safe and secure training environment while ensuring that law enforcement officers can continue to receive the training necessary to serve and protect our community.

Thank you for your attention to this important matter. We appreciate your assistance and look forward to working with you to identify an appropriate resolution that protects the interests of the County, the property owner, and the law enforcement agencies that rely on the firing range for training.

Sincerely,

Cleveland Atkinson, Jr.
Sheriff of Edgecombe County

CA:brs



PIN: 471449052100
OWNER: FARMER JERRY LAMONT e
ADDRESS: 4175 DUDLEYS GRANT DR
CITY: WINTERVILLE
STATE: NC
ZIP: 28590
LOCATION: 359 CREEK ST

PROPERTY DESCRIPTION:
9 DODGE CITY

DEED DATE: 4/3/2000
SALE PRICE: 9000
DEED LOC: 1266/0685
ACCOUNT: 108778
ACREAGE: 0
LAND VALUE: 13500
BLDG VAL: 0
NET VALUE: 13500
DEFERRED: 0
SUBDIVISION: DODGE CITY
TAX CODES: F08
ZONING: zoning

Edgecombe County

9/3/2026

1 inch = 200 feet

0 0.02 0.04 0.08 mi

0 0.0325 0.065 0.13 km

Attachment thirteen

Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager

Date: 9/3/26

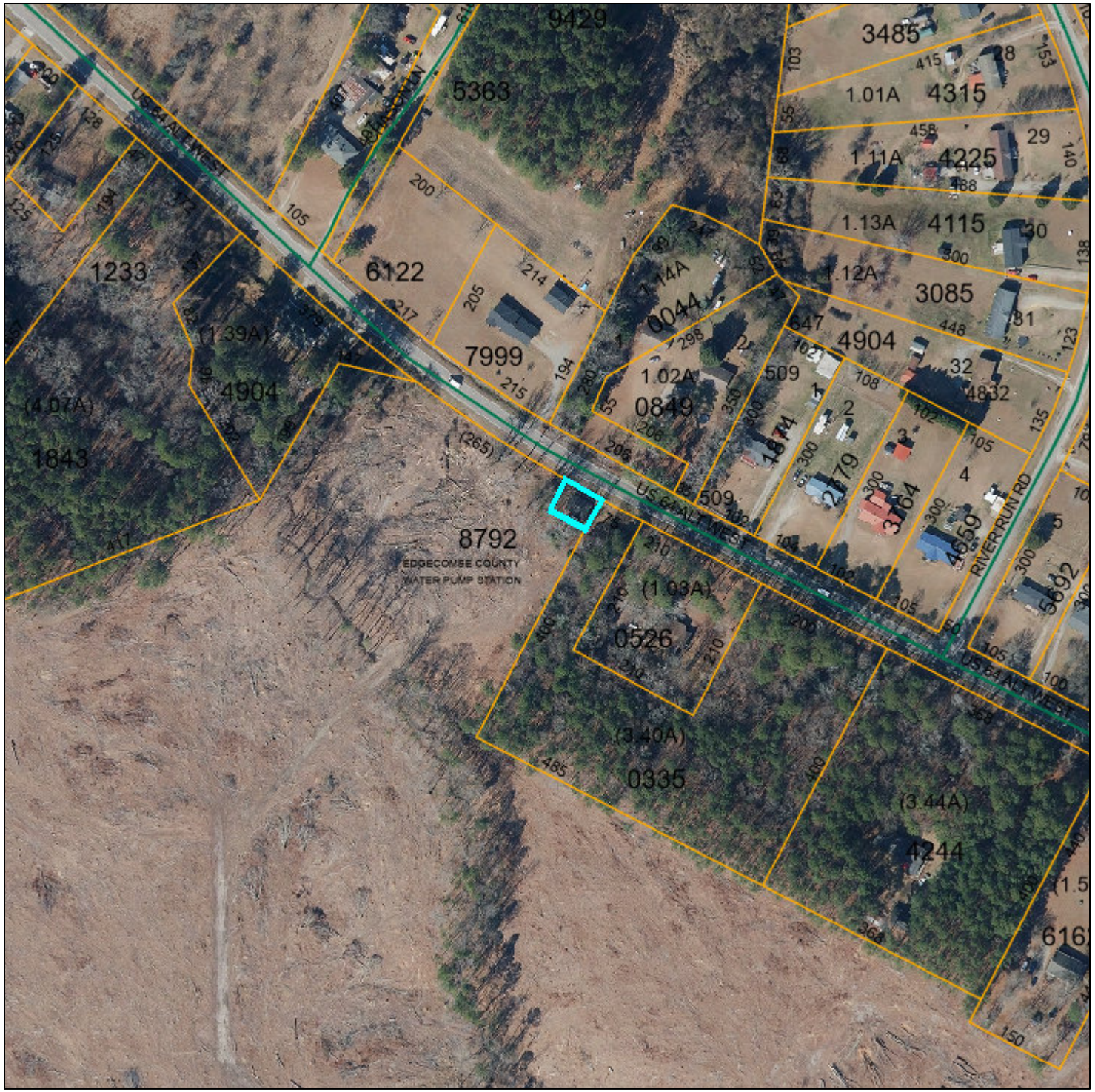
Re: Proposed purchase of property for Kingsboro Infrastructure Project

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As you know, we received a grant from the NC Department of Environmental Quality for the Kingsboro Industrial Park Water System Improvement Project. The award of $2,482,800 is for the renovation of the Kingsboro (Hwy 64) Booster Station. This will increase our water capacity from approximately 1 million GPD to 4-5 million GPD.

As part of the project, we need to purchase .3761 acre from HC Bourne Family Cox Farm, LLC. A price of $7,500 has been negotiated with the owner's representative, and grants funds are available for the purchase. North Carolina General Statute § 153A-158 authorizes a county to acquire real property by purchase, gift, grant, exchange, lease, or other lawful method when the property is to be used by the County or one of its departments or agencies.

Therefore, I recommend that you approve the purchase of this property and authorize me to execute the purchase agreement and all other documents necessary to complete the acquisition, subject to review by the County Attorney.



PIN: 378948879200
OWNER: EDGECOMBE WATER & SE
ADDRESS: PO BOX 10
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: 11019 US 64 ALT WEST

PROPERTY DESCRIPTION:
WATER BOOSTER PUMP STATION LOT

DEED DATE: 3/9/2000
SALE PRICE: 0
DEED LOC: 1264/0952
ACCOUNT: 93675
ACREAGE: 0.07
LAND VALUE: 1120
BLDG VAL: 0
NET VALUE: 1120
DEFERRED: 0
SUBDIVISION:
TAX CODES: F05
ZONING:

Edgecombe County

September 3, 2026

1 inch = 213 feet

0 0.02 0.04 0.08 mi

0 0.0325 0.065 0.13 km



PIN: 378948879200
OWNER: EDGECOMBE WATER & SE
ADDRESS: PO BOX 10
CITY: TARBORO
STATE: NC
ZIP: 27886
LOCATION: 11019 US 64 ALT WEST

PROPERTY DESCRIPTION:
WATER BOOSTER PUMP STATION LOT

DEED DATE: 3/9/2000
SALE PRICE: 0
DEED LOC: 1264/0952
ACCOUNT: 93675
ACREAGE: 0.07
LAND VALUE: 1120
BLDG VAL: 0
NET VALUE: 1120
DEFERRED: 0
SUBDIVISION:
TAX CODES: F05
ZONING:

Edgecombe County

September 3, 2026

1 inch = 854 feet

0 0.075 0.15 0.3 mi

0 0.125 0.25 0.5 km

Attachment fourteen

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/3/26
Re: Resolution Requesting Legislative Relief from SNAP Cost-Sharing Requirements

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Attached for the Board's consideration is a resolution requesting federal and state legislative action regarding recent changes to the funding structure for the Supplemental Nutrition Assistance Program, or SNAP.

Under H.R. 1, the federal share of SNAP administrative costs will decrease from 50% to 25% effective October 1, 2026. Because North Carolina is one of the states in which counties directly administer SNAP through local Departments of Social Services, the increased non-federal share will have a direct financial impact on county governments.

The current State budget framework is projected to shift approximately $52 million in additional SNAP administrative costs to counties in FY 2026-2027, increasing to approximately $69 million in FY 2027-2028. For Edgecombe County, the estimated additional cost is more than $400,000 annually, which is nearly equivalent to one cent on the County's property tax rate.

Of additional concern, provisions in Session Law 2026-41 allow the State to withhold local sales tax revenues to address certain federal SNAP benefit cost-sharing penalties associated with error rates. This creates the potential for counties to face both increased administrative costs and reductions in revenues otherwise available to support local services.

These changes represent a significant unfunded mandate for Edgecombe County and other counties across North Carolina. Without legislative relief, the County will be required to absorb substantial additional costs through reductions

elsewhere in the budget, use of other local revenues, or potentially increased property tax revenue.

Therefore, I recommend that the Board approves the attached resolution and authorize its distribution to Edgecombe County's representatives in the North Carolina General Assembly and United States Congress, as well as the North Carolina Association of County Commissioners.

RESOLUTION OF THE EDGECOMBE COUNTY BOARD OF COMMISSIONERS URGING THE REPEAL OR DELAY OF THE H.R. 1 SNAP COST-SHARE PROVISIONS AND REQUESTING STATE BUDGETARY RELIEF

WHEREAS, the federal government, through the One Big Beautiful Bill Act (H.R. 1), has altered the historical 50/50 federal-state funding match for the Supplemental Nutrition Assistance Program (SNAP); and

WHEREAS, effective October 1, 2026, the federal share of SNAP administrative costs will decrease to 25%, effectively shifting a 75% cost burden onto state and local governments; and

WHEREAS, North Carolina is one of only ten states where county governments directly administer SNAP (Food and Nutrition Services), causing this massive shift to fall directly on local county budgets; and

WHEREAS, the North Carolina General Assembly's budget framework shifts a cumulative $52 million in new administrative costs to counties for FY 2026-2027, rising to $69 million in FY 2027-2028; and

WHEREAS, the financial impact of this shift in administrative costs would increase the burden to Edgecombe County by over $400,000; nearly the equivalent of one cent of the County's tax rate; and

WHEREAS, Section 9J.14(a) of the State Appropriations Act (Session Law 2026-41) further threatens county stability by allowing the state to withhold local sales tax allocations to cover potential federal benefit cost-sharing penalties linked to state error rates; and

WHEREAS, these new mandates represent a significant unfunded cost shift that forces Edgecombe County to choose between absorbing substantial, unbudgeted administrative cost increases or reducing essential local services, delaying capital infrastructure, or raising local revenues;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Edgecombe County that:

1. **Request to Federal Legislators:** We respectfully urge our Congressional delegation to introduce or support legislation to repeal, delay, or fully fund the administrative cost-sharing provisions implemented under H.R. 1.
2. **Request to State Legislators:** We urgently request that the North Carolina General Assembly utilize state-level revenues to absorb the non-federal administrative cost share, protecting local property taxpayers from federal structural changes.

3. **Repeal of Sales Tax Withholding:** We request the repeal of statutory mechanisms that penalize county local option sales tax revenues for broader state-level SNAP determination metrics.
4. **Distribution:** Copies of this resolution shall be forwarded to the County's representatives in the North Carolina General Assembly, our representatives in the United States Congress, and the North Carolina Association of County Commissioners.

Adopted this _____ day of _____
20____.

_____

Leonard Wiggins, Chairman

_____

Tammi Faison, Clerk to the Board

Attachment fifteen

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: 9/8/2026
Re: IRS Guidance - Mileage reimbursement rate

It is the County's practice to follow the standard mileage reimbursement rate set by the Internal Revenue Service. Recently, the IRS issued a notice that it is increasing the rate from 72.5 cents to .76 cents per mile.

I recommend that the Board approves the new mileage reimbursement rate of .76 cents for Edgecombe County

IRS

Standard mileage rates

If you use your car for business, charity, medical or moving purposes, you may be able to take a deduction based on the mileage used for that purpose.

2026 mileage rates (July 1 – Dec. 31)

The standard mileage rates for 2026 are:

- Self-employed and business: 76 cents/mile
- Charities: 14 cents/mile
- Medical: 23.5 cents/mile
- Moving (military only): 23.5 cents/mile

Find out when you can deduct vehicle mileage

Mileage rates for all years (cents/mile)

Period	Business use	Charity use	Medical or military moving	Source
2026 (July 1 – Dec. 31)	76	14	23.5	IR-2026-29
2026 (Jan. 1 – June 30)	72.5	14	20.5	IR-2025-128
2025	70	14	21	IR-2024-312
2024	67	14	21	IR-2023-239

Tax professionals topics

- Serve your clients
- Tax pro news and resources
- Office of Professional Responsibility and Circular 230
- Tax code, regulations and official guidance
- E-Services
- Topic no. 161, Returning an erroneous refund – Paper check or direct deposit
- Independent Office of Appeals
- Tax professionals

Period	Business use	Charity use	Medical or military moving	Source
2023	65.5	14	22	IR-2022-234
7/1/2022-12/31/2022	62.5	14	22	IR-2022-124
1/1/2022-6/30/2022	58.5	14	18	IR-2021-251
2021	56	14	16	IR-2020-279
2020	57.5	14	17	IR-2019-215
2019	58	14	20	IR-2018-251
2018 • TCJA	54.5	14	18	IR-2017-204 • IR-2018-127
2017	53.5	14	17	IR-2016-169
2016	54	14	19	IR-2015-137
2015	57.5	14	23	IR-2014-114
2014	56	14	23.5	IR-2013-95
2013	56.5	14	24	IR-2012-95
2012	55.5	14	23	IRB-2012-02
7/1/2011-12/31/2011	55.5	14	23.5	IR-2011-69
1/1/2011-6/30/2011	51	14	19	IR-2010-119

Page Last Reviewed or Updated: 28-Jul-2026

Attachment sixteen

Memorandum

To: Board of Commissioners

From: Eric Evans, County Manager

Date: 9/4/26

Re: Annual Agreement with NC Forestry

Enclosed for your consideration is the agreement with the NC Forestry Service. This renews our annual cooperative relationship with the Forestry Service to provide forest protection, development, reforestation, management, and improvement. This agreement requires a 40% cost share, or $166,119 appropriation from the County, which is included in this year's budget.

I recommend that you approve this agreement and authorize me to execute the same.

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **415,299**
Total Cooperative Appropriation

$ **249,180** State

$ **166,119** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **EDGECOMBE COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **EDGECOMBE COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **EDGECOMBE COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **1** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

C) **0.11** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.

D) **1** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.

E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **Two Hundred Forty-Nine Thousand One Hundred Eighty Dollars ($249,180)** as its share of an annual budget of **Four Hundred Fifteen Thousand Two Hundred Ninety-Nine Dollars ($415,299)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **One Hundred Sixty-Six Thousand One Hundred Nineteen Dollars ($166,119),** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2026**, and lasts through **June 30, 2027**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **EDGECOMBE COUNTY**

Date_____ _____ Chairman of Board

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date _____ _____County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ _____ Signature

N. David Smith
Chief Deputy Commissioner


APPOINTMENTS

Memorandum

To: Board of Commissioners
From: Eric Evans, County Manager
Date: September 8, 2026
Re: Appointments to EC Parks & Recreation Board

We kindly request (2) new nominee to represent Edgecombe County Parks & Recreation on our board.

- **Kateisha Jones, Community Engagement Spec.; Trillium Health**
- **Meagan Sykes, Director; EC Public Schools**

We value these partnerships and appreciate your assistance.

Recommend you appoint each to EC Parks & Rec Board

EDGECOMBE COUNTY

APPLICATION FOR CITIZEN BOARDS AND COMMISSIONS

FULL NAME: Kateisha Jones

ADDRESS:

Tarboro, NC 27886

PHONE: (252)377-7551

I am interested in serving on the following Board/Commission:

Edgecombe County Parks and Recreation

Do you live in Edgecombe County? ✓ **Yes** ____ **No**

Male ____ **Female** ✓ **Race** ____

EMPLOYMENT AND EDUCATION

Employer Trillium Health **Address** 201 W. 1st St Greenville, NC 27858 **Phone:** 866-998-2597 **Occupation** Community Engagement Specialist	**Graduate: Yes** ✓ **No** ____ **Major** HS Graduate **High School** North Edgecombe **College** Elizabeth City State Univ **Graduate School** Strayer Univ. **Other** ____

Are you currently serving or have you ever served on a public Board or Commission? __

If so, please list below.

Board DEPC, ECC, DCPC, DAISY Greene Co LCC, GLPC **Dates** 8/11/26

Comments: ____

Signature: Kateisha P. Jones

Date: 8/11/26

Please attach a brief resume with information pertinent to appointment and return to: Edgecombe County, Attn: Clerk to the Board
Post Office Box 10, Tarboro, NC 27886.
(Questions please call 252-641-7832)

7834

EDGECOMBE COUNTY

APPLICATION FOR CITIZEN BOARDS AND COMMISSIONS

FULL NAME: Meagan Sykes

ADDRESS: 7037 Bulluck School Rd
Rocky Mount NC 27801

PHONE: 2522667629

I am interested in serving on the following Board/Commission:

Parks & Rec

Do you live in Edgecombe County? X **Yes** _____ **No**

Male _____ **Female** X **Race** W

EMPLOYMENT AND EDUCATION

Employer Edgecombe County Public Schools	**Graduate: Yes** X **No** _____
Address 6311 N. Main St. Tarboro NC 27886	**Major** Masters in Administration
	High School Faith Christian
Phone: 2526412600	**College** Peace College
Occupation Director	**Graduate School** App State
	Other _____

Are you currently serving or have you ever served on a public Board or Commission? no
If so, please list below.

Board _____ **Dates** _____

Comments: _____

Signature: Meagan Sykes
Date: 8/13/26

Please attach a brief resume with information pertinent to appointment and return to: Edgecombe County, Attn: Clerk to the Board
Post Office Box 10, Tarboro, NC 27886.
(Questions please call 252-641-7832)

7834


Afterlist
&
Releases

SUMMARY OF RELEASES & AFTERLIST FOR THE MONTH OF JULY 2026

Total Annual Releases - 2026 Levy	**$**	**-**
Total Annual Billing - 2026 Levy	**$**	**37,648,368.46**

Respectfully submitted,

Tarasa M Lewis

Tax Administrator

After-List and Release Monthly Summary

AFTER-LISTS 2026 LEVY

	JULY	Thru Current Month
REAL	$ 3,788,075,995.00	$ 3,788,075,995.00
PERSONAL	$ 716,877,035.00	$ 716,877,035.00
CO. WIDE	$ 33,177,886.35	$ 33,177,886.35
DOG	$ 5,152.00	$ 5,152.00
FIRE DISTRICT	$ 1,726,806.52	$ 1,726,806.52
SOLID WASTE	$ 1,315,512.44	$ 1,315,512.44
CONETOE	$ 57,390.22	$ 57,390.22
CONETOE GARBAGE	$ 28,296.00	$ 28,296.00
MACCLESFIELD	$ 80,785.55	$ 80,785.55
PINETOPS	$ 422,515.42	$ 422,515.42
PRINCEVILLE	$ 337,361.32	$ 337,361.32
SHARPSBURG	$ 70,367.64	$ 70,367.64
LEGGETT	$ 13,748.87	$ 13,748.87
WHITAKERS	$ 97,441.77	$ 97,441.77
DRAINAGE DIST	$ 47,650.86	$ 47,650.86
PENALTY	$ 51,226.05	$ 51,226.05
GARNISHMENT		
ADVERTISEMENT		
GAP	$ 216,227.45	$ 216,227.45
TOTAL	$ 37,648,368.46	$ 37,648,368.46

RELEASES- 2026 LEVY

	JULY	Thru Current Month
REAL	$ -	$ -
PERSONAL	$ -	$ -
CO. WIDE	$ -	$ -
DOG	$ -	$ -
FIRE DISTRICT	$ -	$ -
SOLID WASTE	$ -	$ -
CONETOE	$ -	$ -
MACCLESFIELD	$ -	$ -
PINETOPS	$ -	$ -
PRINCEVILLE	$ -	$ -
SHARPSBURG	$ -	$ -
LEGGETT	$ -	$ -
WHITAKERS	$ -	$ -
DRAINAGE DIST	$ -	$ -
PENALTY	$ -	$ -
GARNISHMENT	$ -	$ -
ADVERTISEMENT	$ -	$ -
TOTAL	$ -	$ -

RELEASES FOR BACK YEARS

	2025	2024	2023	2022	2021	2020
REAL	$ -	$ -	$ -	$ -	$ -	$ -
PERSONAL	$ 17,443.00	$ 18,093.00	$ 18,761.00	$ 7,410.00	$ 2,400.00	$ 2,480.00
CO. WIDE	$ 155.24	$ 177.12	$ 178.23	$ 70.40	$ 22.80	$ 23.56
DOG	$ -	$ -	$ -	$ -	$ -	$ -
FIRE DISTRICT	$ 14.66	$ 16.73	$ 14.04	$ 8.90	$ 1.92	$ 1.98
SOLID WASTE	$ 150.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 100.00
CONETOE	$ -	$ -	$ -	$ -	$ -	$ -
PINETOPS	$ -			$ -	$ -	
PRINCEVILLE	$ 31.90	$ 36.37	$ 34.22	$ -	$ -	$ -
SHARPSBURG	$ -	$ -	$ -	$ -	$ -	$ -
SPEED	$ -	$ -	$ -	$ -	$ -	$ -
WHITAKERS	$ -			$ -		
DRAINAGE DIST	$ -	$ -	$ -	$ -	$ -	$ -
GARNISHMENT	$ -	$ -	$ -	$ -	$ -	$ -
ADVERTISEMENT	$ -	$ -	$ -	$ -	$ -	$ -
PENALTY	$ 20.19	$ -	$ 22.66	$ 7.93	$ 2.47	$ 2.56
TOTAL	$ 371.99	$ 355.22	$ 374.15	$ 212.23	$ 152.19	$ 128.10

	2019	2018	2017	2016		
REAL			$ -	$ -		
PERSONAL	$ 2,680.00	$ 16,230.00				
CO. WIDE	$ 28.01	$ 214.58				
DOG			$ -	$ -		
FIRE DISTRICT	$ 2.35	$ 17.18	$ -	$ -		
SOLID WASTE	$ 100.00	$ 500.00	$ -	$ -		
CONETOE			$ -	$ -		
PRINCEVILLE	$ -		$ -	$ -		
SHARPSBURG	$ -		$ -	$ -		
SPEED	$ -		$ -	$ -		
DRAINAGE DIST	$ -		$ -	$ -		
GARNISHMENT	$ -		$ -	$ -		
ADVERTISEMENT	$ -		$ -	$ -		
PENALTY	$ -		$ -	$ -		
TOTAL	$ 130.36	$ 731.76	$ -	$ -		

Public Utilities & GAP Monthly Summary

2026 LEVY PUBLIC UTILITIES

	Sep-26	Fiscal
Real		
Personal	$ -	$ -
Co. Wide	$ -	$ -
Fire Districts	$ -	$ -
Conetoe	$ -	$ -
Princeville	$ -	$ -
Sharpsburg	$ -	$ -
Speed	$ -	$ -
Leggett	$ -	$ -
Pinetops	$ -	$ -
Macclesfield	$ -	$ -
Whitakers	$ -	$ -
Total	**$ -**	**$ -**

2025 LEVY GAPS

	Jul-26	Fiscal
Real		
Personal		$ -
Co. Wide	$ 196,392.84	**$ 196,392.84**
Fire Districts	$ 9,960.23	**$ 9,960.23**
Conetoe	$ 526.62	**$ 526.62**
Princeville	$ 4,743.77	**$ 4,743.77**
Sharpsburg	$ 258.18	**$ 258.18**
Leggett	$ -	$ -
Pinetops	$ 2,891.93	**$ 2,891.93**
Macclesfield	$ 412.93	**$ 412.93**
Whitakers	$ 1,040.95	**$ 1,040.95**
Total	**$ 216,227.45**	**$ 216,227.45**


Contracts
for
APPROVAL

Contracts for September 8, 2026 Commissioners Meeting						
Vendor Name		**Contract Amount**		**Service Description**		**Dept.**
Edgecombe County Public Schools		NTE $528,000		For school resource officers. Funding through county and state funding.		Sheriff's Office
Carolina Gold Lawn & Detailing Service, LLC		Change Order #1		The contractor for lawn services for Solid Waste withdrew from the service. Therefore, that is being added to another existing contract for the remainder of the season. Increasing the contract from $66,111.36 to $72,671.16		Maintenance
Contracts Approved by the County Manager – For Information						
Two Buds Construction and Landscaping		Change Order #1		Additional sites for grass-cutting conveyed to the county from Speed. Increasing contract from $16,170 to $17,220		Planning & Development
Deloatch & Hinton, PLLC		NTE $6000		Title search and preparation of legal documents for the CDBG – Neighborhood Revitalization grant project		Planning & Development
The Wooten Company		NTE $14,500		For engineering services to complete a Preliminary Engineer Report for Utilities		Utilities

STATE OF NORTH CAROLINA
COUNTY OF EDGECOMBE
SERVICES

CONTRACT FOR SCHOOL RESOURCE OFFICER

This Agreement is made this 1st day of July 2026, by and between the Edgecombe County Board of Education ("Board"), the governing body of the Edgecombe County Public Schools ("ECPS" or "School System"), and the Edgecombe County Sheriff's Office ("Agency").

WITNESSETH:

WHEREAS, the Board desires to have the Agency assign sworn law enforcement officers employed by the Agency to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the Agency is willing to provide sworn law enforcement officers employed by the Agency to serve as School Resource Officers within the School System; and

WHEREAS, the parties acknowledge that the Board may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Agency do hereby agree as follows:

1. The Agency shall provide ten sworn law enforcement officers employed by the Agency to serve as School Resource Officers for the 2026-2027 school year,

2. The officers shall be assigned to provide SRO services at the following schools:

Phillips Middle School/Coker-Wimberly Elementary
South Edgecombe Middle School/ Carver Elementary School
Pattillo Middle School
Bulluck Elementary School
Princeville Elementary School
Stocks Elementary School
Martin Millennium Academy
D.S. Johnson Elementary School/Fairview Elementary School
Parker Middle School/Baskerville Elementary School
West Edgecombe Middle School

Connections Learning Academy

Twilight Evening Program

3. The Board shall pay the Agency at the following rates for twelve (12) of the assigned School Resource Officers depending on grant-awarded funding: $44 per hour for each hour served by SROs pursuant to this Agreement. Each of the twelve SROs identified by the Sheriff shall be available to perform weekly service as agreed upon by the parties, at the specific school(s) and during the time frame(s) identified and agreed upon by the parties. For the purposes of this position, each SRO will complete no more than 1000 hrs for a total of $44,000. This rate is inclusive of any and all costs assumed by the Board pursuant to this Agreement and the SRO Program. Disbursement of funds to officers based on their hours of work shall be the responsibility of the Agency. The remaining three officers will be paid directly by the Agency.

The total cost to the Board for the services provided pursuant to this Agreement shall not exceed a total of $528,000.00 per year. The payments shall be made monthly, upon receipt of a monthly invoice reflecting the hours worked by law enforcement officers.

4. The services described in this Agreement will be provided from July 1, 2026 to June 30, 2027.

5. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at the address listed below.

Board
Sherika King
Director of Student Support Services
Edgecombe County Public Schools
2311 North Main Street Tarboro, NC 27618

Sheriff's Office
Sheriff Cleveland Atkinson, Jr.
Sheriff Edgecombe County
Office of the Sheriff
P.O. Box 219 Tarboro, NC 27886

6. It is understood and agreed between the parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.

7. The Agency shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.

8. To the extent officers serving as SROs are retirees whose benefits are subject to the local Governmental Employees Retirement System (LGERS), the Agency is responsible for tracking the hours worked by, and payment received by, such retirees to ensure compliance with any applicable requirements pertaining to retirees' receipt of retirement benefits. Further, the Agency shall indemnify and hold harmless the Board for any and all claims pertaining to an

SRO's retirement benefits which may arise from performance of or payment for the services described herein.

9. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the County effective July 1, 2026. In the event of any conflict between this Agreement and the MOU, the terms and conditions of the MOU shall control.

10. The Agency shall be an independent contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Agency be construed as an employee, agent, or principal of the Board.

11. This Agreement shall be governed by the laws of the state of North Carolina. The venue for initiation of any action shall be Edgecombe County, North Carolina.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

EDGECOMBE COUNTY BD OF ED.

BY: _____

Rev Raymond Privott

DATE: 8/14/26

EDGECOMBE COUNTY SHERIFF

BY: _____

Cleveland Atkinson, Jr., Sheriff

DATE: _____

Edgecombe County Board of Commissioners

BY: _____

Leonard Wiggins, Chairman

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

Aaliyah M. Hamlet

ECPS Finance Officer

8/14/26

Date

STATE OF NORTH CAROLINA
COUNTY OF EDGECOMBE

CONTRACT FOR OFF-DUTY DEPUTY SHERIFF SERVICES

This Agreement is effective the 1st day of July 2026, by and between the Edgecombe County Public Schools Board of Education ("Board"), the governing body of the Edgecombe County Public Schools ("ECPS" or "School System"), and the Edgecombe County Office of the Sheriff ("Agency").

WITNESSETH:

WHEREAS, the Board desires to have the Agency assign sworn law enforcement officers employed by the Agency to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the Agency is willing to provide sworn, regularly employed law enforcement officers (individually, "Deputy") to perform SRO duties in the their off-duty capacity; and

WHEREAS, the Board and Deputy each desire to enter into a contract for their mutual benefit; and

WHEREAS, the parties acknowledge that the Board may perform all or part of its obligations pursuant to this Agreement through the Superintendent or her designee; and

WHEREAS, each party recognizes that the hiring of an off-duty deputy imposes unusual restraints and responsibilities on the parties.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Agency do hereby agree as follows:

1. The Board agrees to hire Deputy during certain periods when Deputy is off-duty from regular employment by the Edgecombe County Sheriff's Department to serve as a School Resource Officer, as that position and its attendant responsibilities are described in the School Resource Office Memorandum of Understanding (MOU) between the Board and the County, effective July 1, 2026.

2. The Deputy agrees to work for the Board in an off-duty capacity and agrees to perform SRO duties at a specific school site, as described on Attachment A, herein incorporated by reference. The Deputy has read and understands his/her obligations pursuant to MOU.

3. The Board is contracting with the Deputy because of the Deputy's law enforcement powers and training. The Board expects the Deputy to use law enforcement powers in carrying out the services anticipated pursuant to this Agreement and pursuant to the MOU. It is understood and agreed that the Deputy is not an employee of the Board and that Board employees do not supervise any Deputy providing services pursuant to this Agreement in the execution of his or her law enforcement function as and that any Deputy working pursuant to this Agreement exercise discretion in carrying out their law enforcement functions. The Deputy and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party hereto.

4. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the MOU. In the event of any conflict between this Agreement and the MOU, the terms and conditions of the MOU shall control.

5. The Deputy shall be paid at a rate of $44 per hour for services rendered pursuant to this Agreement. The Deputy, as an independent contractor of the Board, shall be responsible for paying any and all federal, state, and FICA taxes.

6. The Deputy certifies that he/she is covered by the minimum insurance requirements referenced in the MOU, Art. VIII, Section 10, at all times when performing the services described herein.

7. It is specifically understood and agreed that the function of the Deputy shall not be outside the scope of the laws or regulations of the United States, State of North Carolina, Edgecombe County or Agency. The Deputy is subject to all rules and regulations of the State of North Carolina, United States, Edgecombe County and Agency while performing functions pursuant to this agreement.

8. The parties acknowledge that the requirements of N.C.G.S. Section 115C-332.1 apply to this Agreement. The Deputy shall provide written certification that the Agency has conducted the background checks articulated in the MOU, Art. VIII, Section I, prior to serving as an SRO.

9. As a sworn law enforcement officer subject to the North Carolina Training and Standards requirements, the Deputy certifies that he/she has completed all mandated in-service trainings. The Deputy also certifies that he/she is aware of the qualifications and training requirements

articulated int the MOU, Art. I and to the extent he/she has not already met such training requirements, shall do so as soon as possible.

10. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at the address listed below.

Board
Sherika King
Interim Director of Student Support Services
Edgecombe County Public Schools
2311 North Main Street Tarboro, NC 27886

Sheriff's Office
[Individual Deputy Name]
Sheriff Edgecombe County
Office of the Sheriff
P.O. Box 219 Tarboro, NC 27886

11. The Deputy acknowledges that the Board has adopted policies governing conduct on school system property and agrees to abide by any and all relevant Board policies while on school system property.

12. It is understood and agreed between the parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.

13. No party to this Agreement may assign, subcontract, or otherwise transfer any interest in this Agreement. This Agreement may be amended only by written amendments duly executed by and between the Board and the Deputy. North Carolina law will govern the interpretation and construction of this Agreement. This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

EDGECOMBE COUNTY BD, OF ED.

BY: _____
Raymond Privott, Chair

DATE: 8-26-24

EDGECOMBE COUNTY SHERIFF

BY: _____

DATE: _____

Edgecombe County Board of Commissioners

BY:_____
Leonard Wiggins, Chairman

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

Taliyah M Hamer
ECPS Finance Officer

8/26/20
Date

Change Order

No. 1

Date of Issuance: September 1, 2026 **Effective Date:** September 2, 2026

Project: Grass Cutting Contract **Owner:** Edgecombe County

Contract: Grass Cutting – Planning Dept. **Date of Contract:** July 1, 2026

Contractor: Two Buds Construction and Landscaping

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change in Contract price due to the addition of 200 Railroad Street, 202 Railroad Street, 301 Railroad Street, 103 Main Street, and 105 Main Street at $42 per cut x five (5) total cuts each for a total of $1,050.00.

Attachments:

See pictures in file

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: **$16,170.00**	**Original Contract Times: ___ Working Days ___ Calendar Days** Substantial Completion (days or date): N/A Ready for final payment (days or date): N/A
[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No._____ to No._____ N/A	**[~~Increase~~] [~~Decrease~~] from previously approved Change Orders** No._____ to No._____ Substantial Completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: **$16,170.00**	**Contract Times prior to this Change Order:** Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
[Increase] [~~Decrease~~] of this Change Order: **$1,050.00**	**[~~Increase~~] [~~Decrease~~] of this Change Order:** Substantial Completion (days of date): N/A Ready for final payment (days or date): N/A
Contract Price incorporating this Change Order: **$17,220.00**	**Contract Times with all approved Change Orders:** Substantial completion (days or date): N/A Ready for final payment (days or date): N/A

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By:_____ Owner (Authorized Signature)	By:_____ Contractor (Authorized Signature)
Date: 8-27-26	Date:_____	Date:_____

Change Order

No. 1

Date of Issuance: September 8, 2026 **Effective Date:** September 8, 2026

Project: Lawn Services for Edgecombe County Facilities **Owner:** Edgecombe County

Contract: Lawn Services for Edgecombe County Facilities **Date of Contract:** January 6, 2025

Contractor: Carolina Gold Lawn & Detailing Services, LLC.

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Change Order No.1 is for grass cutting services for the Solid Waste Department, for the remainder of the Calendar Year (approximately 4 cuts at each site). Current contractor informed the Solid Waste Department that they were going out of business, effective September 1, 2026 and would not be able to complete their contract.

Attachments:
Quote for Lawn Services for all nine (9) Convenience Sites and Landfill.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $66,111.36	**Original Contract Times:** ___ Working Days ___ Calendar Days Substantial Completion (days or date): N/A Ready for final payment (days or date): N/A
[Increase] [Decrease] from previously approved Change Orders ____ to _____ $0.00	**[~~Increase~~] [~~Decrease~~] from previously approved Change Orders** No._____ to No._____ Substantial Completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: $66,111.36	**Contract Times prior to this Change Order:** Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
[Increase] [~~Decrease~~] of this Change Order: $6,559.80 GL: 60-4720-519908	**[~~Increase~~] [~~Decrease~~] of this Change Order:** Substantial Completion (days of date): N/A Ready for final payment (days or date): N/A
Contract Price incorporating this Change Order: $72,671.16	**Contract Times with all approved Change Orders:** Substantial completion (days or date): N/A Ready for final payment (days or date): N/A

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: _____	By: [signature]
	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 8-31-2026	Date: 09-08-2026	Date: 8/31/26

ESTIMATE

Carolina Gold Lawn & Detailing Services LLP

P.O. Box 416
Tarboro, NC 27886
(252) 266-8115

To:
Edgecombe solid waste department (Mike Matthews)
201 St. Andrews st.
Tarboro , NC 27886

p: (252) 903-1487

Estimate #	2319
Estimate Date	08/28/2026
Total Amount	**$6,559.80**

Item	Quantity	Price	Tax1	Tax2	Line Total
Lawn Care and Maintenance	4.0	$1,639.95			$6,559.80

Subtotal:	$6,559.80
Tax:	$0.00
Past Due Amount:	$0.00
Total Amount:	**$6,559.80**

This estimate is to cut the 9 solid waste properties listed on the bid packet. Two services for September and two services for October.

Notes

AGREEMENT FOR CDBG-NR LEGAL SERVICES BETWEEN
EDGECOMBE COUNTY
AND
DeLOATCH & HINTON, PLLC

THIS AGREEMENT, made this 27th day of April 2026, by and between Edgecombe County, NC, hereinafter referred to as "COUNTY" and DeLoatch & Hinton, PLLC of 210 E. St. James Street, Tarboro, NC hereinafter referred to as "ATTORNEY":

WHEREAS, COUNTY has been funded under Community Development Block Grant Program – Neighborhood Revitalization Category (CDBG-NR); and

WHEREAS, COUNTY also desires ATTORNEY provide legal services in connection with the above-referenced CDBG Program; and

WHEREAS, COUNTY selected and negotiated this Agreement with the ATTORNEY.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, sufficiency and receipt of which are hereby acknowledged, COUNTY and ATTORNEY agree as follows:

SECTION A - PROGRAM DESCRIPTION

The proposed activities of the CDBG-NR Project, which are included in and covered by terms of this Agreement, are as follows:

Rehabilitation / Reconstruction of four existing housing units, identified as follows:

- 5010 Sandy Edmonds – 180 Whitakers Road, Rocky Mount
- 5020 Kenneth Howell – 509 W. St. James Street, Tarboro
- 5050 Larry Newkirk – 81 Pearlie Lane, Rocky Mount
- 5060 Brenda Byrd – 177 Ridgewood Road, Tarboro

Services shall include performance of legal work associated with the closing of CDBG financing assistance for such work, together referred to herein as the "Project".

The number of units stated above represent projections as of the date of this Agreement and may increase or decrease as mutually agreed upon by COUNTY and ATTORNEY.

SECTION B - SCOPE OF WORK

ATTORNEY agrees to furnish personnel and facilities necessary to accomplish the legal services for the above-mentioned project. Services include the following:

Prepare title opinions, draft and review legal documents, conduct real estate or loan closings, prepare and manage execution of documents, record documents, provide legal opinions.
Other legal work is customary in residential real estate and loan closings, and as otherwise required in implementation of CDBG programs and activities.

SECTION C - COUNTY'S RESPONSIBILITIES

1. COUNTY shall furnish ATTORNEY in a timely manner with copies of pertinent correspondence and other documentation relating to the Project, as necessary and/or appropriate to the closing of CDBG financing assistance.
2. COUNTY shall give prompt consideration to recommendations and work submitted by ATTORNEY.
3. COUNTY shall be responsible for all advertising fees, legal fees, real estate appraisal fees, audit fees, and other similar fees not directly associated with performance of ATTORNEY'S responsibilities defined by this Agreement.
4. COUNTY shall bear all costs incident to compliance with the requirements of this section.
5. COUNTY shall give prompt notice to ATTORNEY whenever COUNTY observes or otherwise becomes aware of any defect in the project activities or changed circumstances.

SECTION D - COMPENSATION FOR SERVICES

1. COUNTY shall compensate ATTORNEY for legal services as described in this Agreement as set forth in Exhibit A, attached. In the event any CDBG loan fails to close due to circumstances not the fault of ATTORNEY, COUNTY shall nevertheless be responsible for payment of fees based on services provided.
2. Fees for services shall be invoiced monthly and shall be based on work completed. ATTORNEY may also elect to submit invoices along with each complete title opinion and closing. All payments due to the ATTORNEY shall be paid in full within thirty (30) days following the date of the invoice.
3. ATTORNEY shall complete the proposed activities in a timely fashion in accord with customary professional standards, and in any event within two months of receipt by ATTORNEY of completed lender loan packages and any other information from COUNTY or HUD officials necessary for completion of loan closings. The Parties may agree to extend deadlines for closings by mutual agreement.
4. In the event additional services beyond the scope of the work described herein are called for, such work will be performed according to terms of the Agreement for Legal Services currently in effect between COUNTY AND ATTORNEY.

SECTION E - GENERAL CONDITIONS

1. Conflict of Interest - Interest of Members, Officers, Employees of the CDBG Recipient, Members of Local Governing Body, or Other Public Officials.

   No member, officer, or employee of COUNTY, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement.
   Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

2. Termination Provision - Legal Remedies Provision.

   ATTORNEY and COUNTY mutually agree as follows:

   This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, and return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

3. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI.

   No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.

4. Executive Order 11246 - Equal Employment Opportunity.

   ATTORNEY shall comply with all applicable provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or as supplemented or amended by other laws of the land, including Executive Orders currently in effect. During the performance of this Agreement, ATTORNEY agrees as follows:

   a. ATTORNEY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
   b. ATTORNEY will, in all solicitations or advertisements for employees placed by or on behalf of ATTORNEY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

5. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.

Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders.

a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youth Build participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.

c. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.

f. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

6. Access to Records and Retainage.

Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders. The North Carolina Rural Economic Development Division, the North Carolina Department of the Treasurer, U. S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall be access to any books, documents, papers, and records of the administering Agency which are pertinent to the execution of this Agreement, for the purposes of making audits, examinations, excerpts, and transcriptions for a period of five years following project closeout in compliance with 15 NCAC 13L Rules. 0911., Recordkeeping.

7. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age.

Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders. No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

8. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended.
Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders. No qualified handicapped person shall, based on handicap, be excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

9. Nondiscrimination Clause - Section 109, Housing & Community Development Act of 1974.
Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

10. Anti-lobbying Clause.

Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. Anti-kickback (Copeland) Act of 1934

Regarding the subject matter of this Agreement, the provisions of this Section will apply to the extend the referenced laws may have been supplemented or amended by other laws of the land, including Executive Orders. ATTORNEY shall comply with 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

12. COUNTY and ATTORNEY each bind themselves, their successors, legal representatives, and assigns to the other party to the Agreement and to the successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement.

13. ATTORNEY shall complete and execute the following forms required by the CDBG Program and incorporated into this Agreement as Attachment B, Attachment C and Attachment D, certifying that it is not debarred, suspended, or excluded from transactions by a federal department or involving federal funds; and that neither the firm nor any person with an interest in the firm is ineligible to be awarded government contracts; and that no lobbying efforts were made and no funds were paid to influence anyone in the award of the Agreement:

- Attachment B - Certification of Eligibility
- Attachment C – SAM.gov webpage
- Attachment D – HUB webpage – debarred vendors

14. ATTORNEY assures and certifies that it will comply with the CDBG Program requirements that are incorporated into this Agreement.

COUNTY and ATTORNEY hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement - the date of year first above written.

Edgecombe County (COUNTY)

By _____

Name: Eric Evans

Title County Manager

(SEAL)

DeLoatch & Hinton, PLLC (ATTORNEY)

By _____

Print Name J. Chad Hinton

Title Attorney

(SEAL)

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

_____
Finance Officer

484947-569400

ATTACHMENT A

STANDARD SCHEDULE OF CHARGES FOR LEGAL SERVICES

ROUTINE FEE SCHEDULE

Routine fees are for routine performance of the listed activity. Activities needed beyond "routine" shall be performed at the hourly rates listed below

Title Search/Preliminary Title Opinion	$ 500.00
Document Preparation, including Deed of Trust and Promissory Note	$ 350.00
Meeting with Homeowner to Sign Docs, as needed	$ 250.00

Necessary travel mileage to be reimbursed at IRS rate (travel time not otherwise billed)

Hourly Rates for services beyond "Routine"

Principal Attorney time:	$250 per hour
Associate Attorney time:	$225 per hour
Paralegal time	$125 per hour

ATTACHMENT B

Certification of Eligibility Form

This form must be attached and made a part of all contracts obligated by grantees and paid with CDBG funds.

Grantee: Edgecombe County Grant Number: 22-C-4121d

Project Name: 2023 CDBG-NR Program

By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12 (a) (1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3a or the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12 (a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18, U.S.C. 1001 and 18 U.S. C. 1010.

Name of Firm	DeLoatch & Hinton PLLC
Address of Firm	210 E. St. James St. Tarboro, NC 27886
Date	7/21/26
Name and Title of Signatory	J. Chad Hinton, Attorney
Signature	J Chad Hinton
Federal Identification Number:	46-4408008

SAM.gov and the Federal Excluded Parties List System (www.epls.gov) and the State of North Carolina Debarred Vendors List (www.doa.state.nc.us/pandc/actions.asp) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project

Date checked	
Signature of Verifying Officer	
Title of Verifying Officer	

CDBG FORM #15 Revised March 5, 2019

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"Deloatch & Hinton" ×

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Pamela Cashwell
Secretary

David O'Neal
State Purchasing Officer

North Carolina
Department of Administration
Division of Purchase & Contract

Vendor Name	City, State	Effective Date	Debarment Reason
1800Bunkbed	Kernersville, NC	9/14/2016	NC E-Procurement Fee Default
A&R Vending	Durham, NC	1/7/2010	NC E-Procurement Fee Default
AC/DC Industries, NC.	Houston, TX	5/19/2011	Contract Default
Access Controls of NC LLC	Hertford, NC	9/28/2018	NC E-Procurement Fee Default
Acme Distributors Inc.	Brooklyn, NY	11/18/2004	Contract Default
Acme Textile Company	Wyncote, PA	11/18/1998	Contract Default
Advanced Distributing	Brooklyn, NY	8/29/2002	Contract Default
Advanced Video Security	Morehead City, NC	9/14/2016	NC E-Procurement Fee Default
Aeich Holdings	Lawrenceville, GA	7/23/2008	NC E-Procurement Fee Default
Alamance Outdoor Equipment	Burlington, NC	12/10/2018	NC E-Procurement Fee Default
Alfa Medical Equipment	Westbury, NY	9/14/2016	NC E-Procurement Fee Default
All American Roofing	Salem, NC	12/16/2011	NC E-Procurement Fee Default
All South Liquidators	Woodstock, GA	8/21/2003	Contract Default
American Family Farms	Elkader, IA	3/23/2006	NC E-Procurement Fee Default
American Sales Co.,	Cleveland, OH	1/11/2007	Contract Default
American Textiles	Spartanburg, SC	7/13/1996	Contract Default
American Transparency	Hickory, NC	2/15/1996	Contract Default
Amerisource	Detroit, MI	7/29/2010	Contract Default
AMTEX	Scottsdale, AZ	10/28/2010	NC E-Procurement Fee Default
Ashland Distribution	Greensboro, NC	9/24/2009	NC E-Procurement Fee Default
Atlantic Petroleum Equipment			
Lighting Bolt Serv Unl"	Greenville NC	1/12/2012	NC E-Procurement Fee Default
August International	Hickory, NC	8/20/1998	Contract Default
Avanti Enterprises, Inc.	Oak Brook, Il.	7/24/2009	NC E-Procurement Fee Default
AV Simply Done	Winston-Salem, NC	12/10/2018	NC E-Procurement Fee Default
Baker Group International	Cocoa Beach, FL	5/27/2010	NC E-Procurement Fee Default
Barrios Distributing	San Diego, CA	9/2/1999	Contract Default
Basic Services, Inc.	Norcross, GA	11/18/1999	Contract Default
Battlecat Productions, Inc.	Wilmington, NC	6/18/2009	Contract Default
Becker Parkin	New York, NY	6/29/2006	NC E-Procurement Fee Default
Big Rock Industries Inc.	Morehead City, NC	12/10/2018	NC E-Procurement Fee Default

Vendor Name	City, State	Effective Date	Debarment Reason
Continental Packaging	Bensalem, PA	3/22/2012	NC E-Procurement Fee Default
Contract Decor, Inc.	Palm Springs, CA	4/29/2010	NC E-Procurement Fee Default
Convenience Food Suppliers	Raleigh, NC	6/10/2010	NC E-Procurement Fee Default
Cortex Solutions, LLC	Newport Beach, CA	4/11/2002	Contract Default
Covenant Distributors, Inc.	Augusta, GA	5/6/2010	NC E-Procurement Fee Default
CSA Designs of Raleigh	Raleigh, NC	11/18/1998	Contract Default
Custom Apparel L.L.C.	Mount Freedom, NJ	4/6/2012	NC E-Procurement Fee Default
Custom Fit, INC.	Chantilly, VA	8/9/2005	NC E-Procurement Fee Default
Cypress International Trade	Rosewell, GA	8/6/2004	Contract Default
Darkrooms USA, Inc.	Rocky Point, NY	5/29/2019	NC E-Procurement Fee Default
Davidson Printing	Lexington, NC	3/25/2010	NC E-Procurement Fee Default
DC Plastics, Inc.	Bayonne, NJ	3/11/2011	NC E-Procurement Fee Default
DCJ Products and Services, INC.	Dunn, NC	6/21/2007	NC E-Procurement Fee Default
Delta Bay	Fresno, CA	11/25/1998	Contract Default
Dennis Banber, Inc. dba The Woodwind dba The Brasswind	South Bend, IN	5/18/2007	NC E-Procurement Fee Default
Diamond Head Distribution	----	2/29/1996	NC E-Procurement Fee Default
Dock Hardware & Marine Fabrication	Conway, SC	5/6/2010	NC E-Procurement Fee Default
Dominion Box Co., Inc.	Dayton, TN	7/23/2008	NC E-Procurement Fee Default
Don Addis and Associates	Concord, NC	1/12/2012	NC E-Procurement Fee Default
Dorman Motor Company	Elizabethtown, NC	5/6/2010	NC E-Procurement Fee Default
East Coast Roofing & Metals	Greenville, NC	9/2/2010	NC E-Procurement Fee Default
Eastern Fuels, Inc.	Nags Head, NC	1/29/2009	NC E-Procurement Fee Default
Eastern Tools	Rocky Mount, NC	4/24/2007	Contract Default
Edge's Landscaping	----	9/18/2008	NC E-Procurement Fee Default
EJoyce Chemicals, LLC	Greenville, NC	5/14/2009	NC E-Procurement Fee Default
Energy Conservation	----	9/25/2008	NC E-Procurement Fee Default
EnviroSupply & Service	Irvine, CA	5/6/2010	NC E-Procurement Fee Default

NC-RD Draft ESA
Submittal Attachment

NC-RD ENGINEERING SERVICES AGREEMENT CHECKLIST

(2020 Edition of the EJCDC E-500, Agreement Between Owner and Engineer for Professional Services)

Notes to User: This exhibit provides a checklist for Owners and Engineers to use to assemble the Engineering Services Agreement for a RUS-funded project. Questions should be directed to the responsible NC-RD Area Specialist.

Contents	Form / Notes
☑ 01 - Engineering Agreement	2020 Edition of EJCDC E-500 as modified by RUS Bulletin 1780-26 Attachment D.1
☑ 02 - Exhibit A: Engineer's Services	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 03 - Exhibit B: Deliverables Schedule	Prior to final ESA execution this schedule needs to be compared to the RD Letter of Conditions.
☑ 04 - Exhibit C: Amendment to Owner-Engineer Agreement	
☑ 05 - Exhibit D: Duties, Responsibilities, and Limitations of RPR	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 06 - Exhibit E: EJCDC C-626, Notice of Acceptability of Work	
☑ 07 - Exhibit F: Electronic Documents Protocal (EDP)	This exhibit is optional for USDA-RD projects. If not used, update Article 8 of the agreement.
☑ 08 - Exhibit F-Attachment 1: Software Requirements	This exhibit is optional for USDA-RD projects. If not used, update Article 8 of the agreement.
☑ 09 - Exhibit G: Insurance	NC-RD strongly recommends all agreements to include adequate professional liability coverage.
☐ 10 - Exhibit H: Dispute Resolution	This exhibit is optional for USDA-RD projects. If not used, update Article 8 of the agreement.
☑ 11 - Exhibit I: Limitations of Liability	This exhibit is optional for USDA-RD projects. If not used, update Article 8 of the agreement.
☑ 12a - Exhibit J: BC-1 - Basic Services - Lump Sum *	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 12b - Exhibit J: BC-2 - Basic Services - Standard Hourly Rates *	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 13a - Exhibit J: RPR-1 - Lump Sum *	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 13b - Exhibit J: RPR-1 - Standard Hourly Rates *	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 14 - Exhibit J: AS-1 - Additional Services - Standard Hourly Rates *	
☑ 15 - Exhibit J: Appendix 1: Reimbursable Expenses Schedule	
☑ 16 - Exhibit J: Appendix 2: Standard Hourly Rate Schedule	As modified by RUS Bulletin 1780-26 Attachment D.1
☑ 17 - Debarment Certification	Form: AD-1048
☑ 18 - Lobbying Certification	Form: RD Instruction 1940-Q Exhibit A-1
☑ 19 - Owner's Pre-Audit Statement	Example form provided by NC-RD. Pre-auidt statement can also be added to signature page.
Reference Only: NC-RD RPR Plan	Form provided by NC-RD for detailing RPR services. Not needed until the start of construction.
Reference Only: NC-RD ESA Invoice	Form provided by NC-RD for requesting reimbursement of engineering services.

NOTES:

EJCDC documents are available from EJCDC, the National Society of Professional Engineers, the American Council of Engineering Companies, or the American Society of Civil Engineers. RD offices cannot distribute EJCDC documents.

For questions and copies of NC-RD documents and RUS Bulletins please contact the NC-RD Area Specialist.

Exhibits A, B, C, D, E, G, and J are required for all USDA-RD funded projects. If the project does not warrant full time RPR services this exhibit can also be removed. However, the Owner is required to submit a waiver request when full-time RPR services are not provided. Written Agency concurrence in this request is required.

The final agreement and any amendments shall not be effective unless the Funding Agency's designated representative concurs. Agency concurrence does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.

** Items 12,13, and 14 - Indicates that only one of the listed options is acceptable for USDA-RD projects.*

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Edgecombe County** (Owner) and **The Wooten Company** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Water Meter Conversion Project** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Project to produce a preliminary engineering report (PER) to replace approximately 6,500 water meters (ranging from ¾-inch to 12-inch) throughout the Edgecombe County Water & Sewer Districts. Additional future phases may include the Design, Construction Administration/Observation, and Funding Assistance, upon request by Owner.**

Owner and Engineer further agree as follows: Services Of Engineer

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

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2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

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D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

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I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

4. Perform or provide the following:

a. **N/A**

K. Owners are responsible for compliance with Domestic Preference Requirements and will be responsible for the following:

1. **Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include Domestic Preference language.**

2. **Sign change orders (i.e., C-941 of EJCDC) and partial payment estimates (i.e., C-620 of EJCDC) and thereby acknowledge responsibility for compliance with Domestic Preference requirements.**

3. **Where the Owner directly procures products, Owner will obtain Manufacturers' Certifications and provide copies to Engineer and Contractor.**

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

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Description of Service		Amount	Basis of Compensation
1.	Preliminary Engineering Report	$8,500.00	Lump Sum
2.	USDA Application Assistance	$6,000.00	Hourly w/ Ceiling
3.			

Based on a **Two**-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
3. **Engineer's compensation for each delineated service summarized above will not be exceeded without the concurrence of the Agency.**

2.06 *Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.*

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ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. **Invoices will include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

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2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of probable Construction Cost and any revisions thereof must reflect compliance with Domestic Preference requirements.**

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof must reflect compliance with Domestic Preference requirements.**

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

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C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

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applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure

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to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. such limited license to Owner shall not create any rights in third parties.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

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C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

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F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

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1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

    a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

    1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

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2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

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a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at

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its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

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1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of

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all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

44. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

45. **Contractor's Certification - A certification submitted by Contractor that, to the best of the Contractor's knowledge and belief, all Work complies with Domestic Preference requirements.**

46. **Domestic Preference – The Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953, and in accordance with 2 CFR 184.**

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47. **Manufacturer's Certification - Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items.**

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. ~~Exhibit H, Dispute Resolution~~. **-Not Used**

I. Exhibit I, Limitations of Liability

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

8.06 **Federal Requirements**

A. **Agency Concurrence. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs. Agency concurrence does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.**

B. **Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.**

C. **Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of**

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a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner.

E. Telecommunications and Video Surveillance Services or Equipment Prohibitions. The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such Entities).
2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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This Agreement's Effective Date is **September 8, 2026.**

Owner:	Engineer:
Edgecombe County (name of organization)	LE Wooten & Associates d.b.a. The Wooten Company (name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: 9/4/26 (date signed)	Date: 8/27/26 (date signed)
Name: ~~Leonard Wiggins~~ Eric Evans (typed or printed)	Name: W. Brian Johnson, PE (typed or printed)
Title: ~~Commissioner Chair~~ County Manager (typed or printed)	Title: Vice-President (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Address for giving notices:	Address for giving notices:
201 St. Andrew Street	120 N. Boylan Avenue
Tarboro, NC 27886	Raleigh, NC 27603
Designated Representative:	Designated Representative:
Name: Michael Matthews (typed or printed)	Name: William A. Larsen, PE (typed or printed)
Title: Asst. County Manager (typed or printed)	Title: Eastern Division Lead (typed or printed)
Address:	Address:
201 St. Andrew Street	418 Evans St. Suite 201
County Attorney's Office – Suite 428	Greenville, NC 27858
Tarboro, NC 27886	
Phone: (252) 823-7387	Phone: 252-757-1096
Email: michaelmatthews@edgecombeco.com	Email: wlarsen@thewootencompany.com

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

Linda J. Barfield
SIGNATURE OF FINANCE OFFICER

GL-66-7110-519408

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Modified to include RD edits from RUS Bulletin 1780-26 (5/10/2024).

Departmental

REPORTS

EDGECOMBE
WATER AND SEWER DEPARTMENT
CONSTRUCTION AND MAINTENANCE
REPORT

District 1
Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps.

District 2
Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps. Repaired two main line breaks.

District 3
Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps. 258 Tank overflowed due to storm.

District 4
Staff has been performing routine maintenance on the system, flushing and installing new taps. Speed Tank overflowed due to storm.

District 5
Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps. Repaired two main line breaks.

District 6 – Princeville
Everything is running according to standards. Staff is performing routine maintenance on the system.

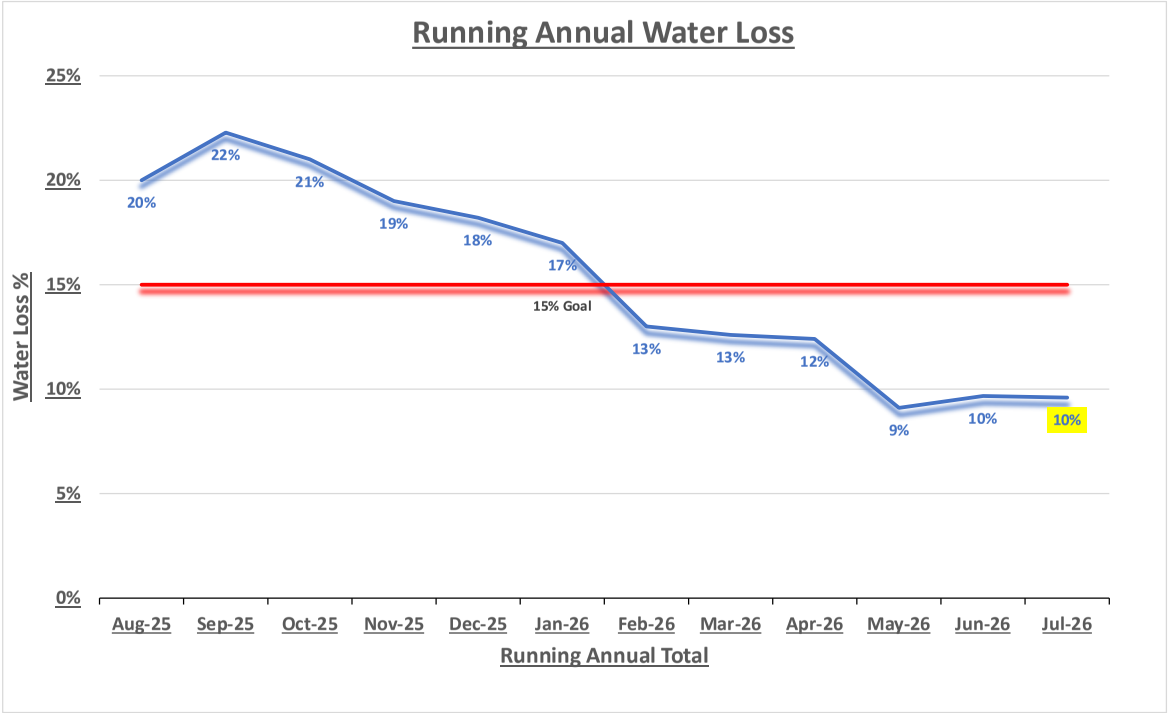
Edgecombe County Water & Sewer Monthly Water & Sewer Usage

Monthly Usages

	Vault Readings	Water Purchased (Gallons)	Water Purchased Cost	Water Billed (Gallons)	Water Billed Amount	% Water Loss (Purchased vs. Billed)
25-Jul	32,159,580	27,908,780	121,106.94	29,153,596	396,268.39	-4%
25-Aug	29,201,028	31,760,104	139,040.86	23,511,706	361,932.06	26%
25-Sep	34,337,584	35,106,448	151,963.29	22,811,724	357,339.13	35%
25-Oct	30,144,160	29,419,604	130,964.30	23,607,297	364,027.87	20%
25-Nov	25,876,432	30,857,676	135,068.50	25,922,176	380,761.48	16%
25-Dec	26,862,212	28,643,120	125,483.19	21,744,109	351,675.89	24%
26-Jan	22,595,244	23,787,836	106,556.60	24,637,713	372,840.67	-4%
26-Feb	27,416,976	22,974,184	107,561.96	29,627,555	410,652.01	-29%
26-Mar	22,934,428	26,183,680	114,007.29	17,640,869	321,523.75	33%
26-Apr	24,676,556	23,423,720	105,485.30	23,009,042	360,086.91	2%
26-May	25,446,608	20,695,072	104,383.54	30,089,618	412,414.25	-45%
26-Jun	31,984,468	28,302,480	124,610.28	26,096,119	384,423.90	8%
26-Jul	32,452,308	29,843,892	143,669.22	26,595,393	383,724.49	11%
Total	**366,087,584**	**358,906,596**	**$1,609,901.27**	**324,446,917**	**$4,857,670.80**	**10%**

Running Annual Water Loss

Month	Water Loss %	Goal
Aug-25	20%	15%
Sep-25	22%	15%
Oct-25	21%	15%
Nov-25	19%	15%
Dec-25	18%	15%
Jan-26	17%	15%
Feb-26	13%	15%
Mar-26	13%	15%
Apr-26	12%	15%
May-26	9%	15%
Jun-26	10%	15%
Jul-26	10%	15%



Edgecombe County
Financial Summary Report
Fiscal Year 2027
As of August 31, 2026

GENERAL

REVENUES	REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED
Ad Valorem Taxes*	$ 39,256,100	$ 704,429	1.79%
Sales Taxes**	10,400,000	-	0.00%
Other Taxes	27,400	243	0.89%
Intergovernmental	2,574,010	100,224	3.89%
Sales, Services and Fees	5,241,907	475,989	9.08%
Health Revenues	6,470,049	436,791	6.75%
DSS Revenues	13,814,288	340	0.00%
Other Revenues	851,000	104,074	12.23%
Total Revenues	78,634,754	1,822,089	2.32%

EXPENDITURES	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
General Government	$ 11,996,990	$ 1,858,824	15.49%	$ 1,512,837
Public Safety	26,629,021	$ 4,532,741	17.02%	3,215,958
Transportation	60,357	24,464	40.53%	35,893
Economic Development	1,878,628	274,135	14.59%	249,017
Human Services	21,903,913	2,774,349	12.67%	2,384,806
Cultural & Recreational	851,363	188,779	22.17%	522,019
Education	14,301,510	2,250,252	15.73%	12,051,258
Debt Service	3,519,978	1,318,568	37.46%	-
Transfers	7,220,989	-	0.00%	-
Total Expenditures	88,362,749	13,222,112	14.96%	$ 19,971,787
Fund Balance Appropriation/Utilization	$ (9,617,995)	$ (11,400,023)		

Sales Tax Revenue: August receipts are accrued to the prior fiscal year.

Preliminary report subject to final accounting close adjustments.

Edgecombe County
Financial Summary Report
Fiscal Year 2027
As of August 31, 2026

WATER/SEWER

Funds 61 - 68 **REVENUES**	REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED
Water & Sewer Revenue	$ 6,821,548	$ 561,825	8.24%
Fund Balance Appropriated		-	0.00%
	$ 6,821,548	$ 561,825	8.24%

EXPENDITURES	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
Water Operations	$ 3,525,198	$ 226,112	6.41%	$ 492,341
Water Purchases	1,782,701	$ 85,867	4.82%	-
Debt Service	1,513,649	-	0.00%	-
	6,821,548	311,978	4.57%	492,341

SOLID WASTE

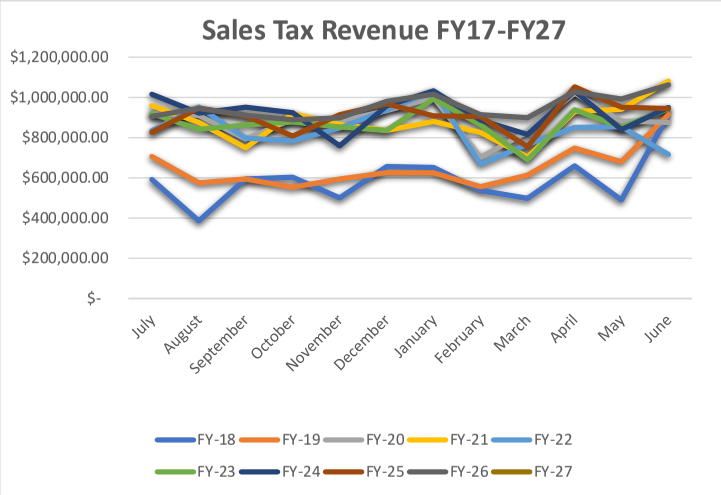
Fund 60 **REVENUES**	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED
Fees & Intergovernmental Revenues *	$ 3,373,635	$ 175,803	5.21%
Transfer From General Fund	777,269		0.00%
	$ 4,150,904	$ 175,803	4.24%

EXPENDITURES	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
Tipping Fees Paid	$ 1,470,000	$ 157,000	10.68%	$ 1,143,000
All Other Expenditures	2,680,904	334,675	12.48%	412,368.91
	$ 4,150,904	$ 491,675	11.85%	$ 1,555,369

Preliminary report subject to final accounting close adjustments.

Sales Tax Revenue FY-17 to FY-27

	FY-17	FY-18	FY-19	FY-20	FY-21	FY-22	FY-23	FY-24	FY-25	FY-26	FY-27
July	$ 524,640.69	$ 591,631.00	$ 706,492.60	$ 918,978.38	$ 959,080.52	$ 835,166.06	$ 919,952.53	$ 1,015,928.45	$ 826,891.55	$ 905,596.81	$ 1,011,650.30
August	$ 496,809.12	$ 386,555.00	$ 575,562.67	$ 910,584.02	$ 875,439.75	$ 952,513.97	$ 841,439.54	$ 922,104.73	$ 947,123.89	$ 945,300.51	
September	$ 535,800.42	$ 594,381.00	$ 594,290.35	$ 793,582.05	$ 749,556.50	$ 797,548.10	$ 862,786.25	$ 950,706.36	$ 908,884.51	$ 911,263.74	
October	$ 550,598.68	$ 603,527.00	$ 553,305.02	$ 891,712.08	$ 919,173.42	$ 783,915.07	$ 877,307.07	$ 924,077.74	$ 808,096.24	$ 888,794.49	
November	$ 524,151.98	$ 501,113.00	$ 594,148.55	$ 881,836.44	$ 866,439.38	$ 848,696.45	$ 852,762.78	$ 759,182.89	$ 914,360.35	$ 898,235.14	
December	$ 565,158.52	$ 656,761.00	$ 625,876.31	$ 933,905.36	$ 835,767.89	$ 938,033.02	$ 835,755.85	$ 958,242.09	$ 968,064.43	$ 980,220.56	
January	$ 646,346.74	$ 651,439.00	$ 625,292.07	$ 998,377.30	$ 880,118.57	$ 1,031,215.04	$ 992,977.47	$ 1,032,424.48	$ 908,226.82	$ 1,016,074.69	
February	$ 456,629.94	$ 538,041.00	$ 555,797.98	$ 701,629.28	$ 825,638.11	$ 668,816.14	$ 862,634.81	$ 886,697.66	$ 904,928.80	$ 913,722.75	
March	$ 552,825.13	$ 498,317.00	$ 613,154.74	$ 828,710.79	$ 703,449.31	$ 765,636.00	$ 688,780.15	$ 815,269.17	$ 754,557.76	$ 898,813.77	
April	$ 603,072.60	$ 659,470.00	$ 747,478.05	$ 1,021,163.03	$ 930,247.08	$ 850,851.44	$ 938,632.47	$ 1,030,910.13	$ 1,052,518.51	$ 1,027,819.29	
May	$ 568,812.16	$ 490,550.00	$ 680,025.11	$ 882,613.68	$ 941,487.39	$ 854,338.99	$ 852,266.06	$ 840,446.34	$ 950,772.15	$ 991,801.58	
June	$ 502,361.89	$ 914,517.00	$ 914,517.51	$ 875,944.79	$ 1,080,970.07	$ 716,629.82	$ 944,248.45	$ 949,981.76	$ 944,453.75	$ 1,062,972.00	
	$ 6,527,207.87	**$ 7,086,302.00**	**$ 7,785,940.96**	**$ 10,639,037.20**	**$ 10,567,367.99**	**$ 10,043,360.10**	**$ 10,469,543.43**	**$ 11,085,971.80**	**$ 10,888,878.76**	**$ 11,440,615.33**	**$ 1,011,650.30**



Sales Tax Budgeted vs. Actual

	Budgeted	Actual	Difference
FY17	$ 6,000,000.00	$ 6,527,207.87	$ 527,207.87
FY18	$ 6,140,000.00	$ 7,086,302.00	$ 946,302.00
FY19	$ 6,250,000.00	$ 7,785,940.96	$ 1,535,940.96
FY20	$ 6,405,000.00	$ 10,639,037.20	$ 4,234,037.20
FY21	$ 6,575,000.00	$ 10,567,367.99	$ 3,992,367.99
FY22	$ 9,650,000.00	$ 10,043,360.10	$ 393,360.10
FY-23	$ 9,750,000.00	$ 10,469,543.43	$ 719,543.43
FY-24	$ 9,900,000.00	$ 11,085,971.80	$ 1,185,971.80
FY-25	$ 10,400,000.00	$ 10,888,878.76	$ 488,878.76
FY-26	$ 10,400,000.00	$ 11,440,615.33	$ 1,040,615.33

Δ from Total FY-25 to FY-26	
FY-26	$ 11,440,615.33
FY-25	$ 10,888,878.76
	$ 551,736.57

Δ from last year July-July.	
FY-27	$ 1,011,650.30
FY-26	$ 905,596.81
	$ 106,053.49

Edgecombe County
NORTH CAROLINA

FY-27	$ 10,400,000.00	$ 1,011,650.30	$ (9,388,349.70)

Material Analysis Report

Summary Report for the period 8/1/2026 - 8/31/2026
Accounts 0 - 999999 Customer Types - zz Materials - zzzzzzzzzz Material Types - zz
Origins - zzzzzzzzzzzzzzzzzzzzzzzz Origin Groups - zzzzzzzzzz
Sites: 1, 2

Date	Material	Origin	Account	Ticket #	Count	Est. Vol.	Act. Vol.	Est. Wt.	Actual Wt.	Amount
	CARPET	CARPET		7	0	0.00	0.00	1.43	1.43	122.98
	Average				0	0.00	0.00	0.20	0.20	17.57
	COMM	COMMERCIAL WASTE		255	0	0.00	0.00	648.31	648.31	55,754.66
	Average				0	0.00	0.00	2.54	2.54	218.65
	DEMO	CONSTRUCTION DEMO		446	0	0.00	0.00	653.54	653.54	39,865.94
	Average				0	0.00	0.00	1.47	1.47	89.39
	DEMO2	CONSTRUCTION DEMO2		2	0	0.00	0.00	2.58	2.58	64.50
	Average				0	0.00	0.00	1.29	1.29	32.25
	INDUST	INDUSTRIAL WASTE		8	0	0.00	0.00	22.40	22.40	1,926.40
	Average				0	0.00	0.00	2.80	2.80	240.80
	LIVESTOCK	HORSES COWS		1	1	0.00	0.00	0.00	0.00	40.00
	Average				1	0.00	0.00	0.00	0.00	40.00
	MSW	CUSTOMER TRASH		142	0	0.00	0.00	78.05	78.05	6,712.30
	Average				0	0.00	0.00	0.55	0.55	47.27
	N/C CO CAN	NO CHARGE CANS		132	0	0.00	0.00	711.42	711.42	0.00
	Average				0	0.00	0.00	5.39	5.39	0.00
	NC CO RES	NO CHRG CO RESIDENT		184	0	89020.00	0.00	44.51	44.51	0.00
	Average				0	483.80	0.00	0.24	0.24	0.00
	NC MULCH	NC LEAVES PSTRAW		49	0	0.00	0.00	14.61	14.61	0.00
	Average				0	0.00	0.00	0.30	0.30	0.00
	NC TIRES	NO CHG/BUSINESS		34	0	0.00	0.00	45.73	45.73	0.00
	Average				0	0.00	0.00	1.35	1.35	0.00
	OCROADSIDE	OC ROADSIDE DEBRIS		17	0	0.00	0.00	7.75	7.75	666.50
	Average				0	0.00	0.00	0.46	0.46	39.21
	PULL OFF	PULL OFF		1	1	0.00	0.00	0.00	0.00	20.00
	Average				1	0.00	0.00	0.00	0.00	20.00

Material Analysis Report

Summary Report for the period 8/1/2026 - 8/31/2026
Accounts 0 - 999999 Customer Types - zz Materials - zzzzzzzzzz Material Types - zz
Origins - zzzzzzzzzzzzzzzzzzzzzzzzz Origin Groups - zzzzzzzzzz
Sites: 1, 2

Date	Material	Origin	Account	Ticket #	Count	Est. Vol.	Act. Vol.	Est. Wt.	Actual Wt.	Amount
	ROADSIDE	ROADSIDE DEBRIS		16	0	0.00	0.00	13.50	13.50	0.00
	Average				0	0.00	0.00	0.84	0.84	0.00
	TIRE CLUP	TIRE CLEAN UP		1	0	0.00	0.00	0.76	0.76	70.68
	Average				0	0.00	0.00	0.76	0.76	70.68
	TIRES	NORTH CAROLINA TIRES		2	0	36.00	36.00	0.00	0.00	108.00
	Average				0	18.00	18.00	0.00	0.00	54.00
	TOWNMULCH	LIMBS/YRD WASTE TOWN		6	0	0.00	0.00	10.15	10.15	466.90
	Average				0	0.00	0.00	1.69	1.69	77.82
	TOWNRATE	TOWNRATE		82	0	0.00	0.00	468.45	468.45	40,286.70
	Average				0	0.00	0.00	5.71	5.71	491.30
	WEIGHT	SCALE TICKET		37	37	0.00	0.00	0.00	0.00	222.00
	Average				1	0.00	0.00	0.00	0.00	6.00
	YARD WASTE	LIMBS & LOGS		28	0	0.00	0.00	19.79	19.79	910.34
	Average				0	0.00	0.00	0.71	0.71	32.51
	Report Total			**1450**	**39**	**89056.00**	**36.00**	**2742.98**	**2742.98**	**147,237.90**
	Report Average				**0**	**61.42**	**0.02**	**1.89**	**1.89**	**101.54**

Site Activity Report

Summary Report for the period 8/1/2026 - 8/31/2026
Accounts 0 - 999999 Customer Types - zz
Sites: 2, 1

Date	Time	Site Description	Material	Account	Vehicle	Ticket	Count	Volume	Weight	Amount
	1	SANITARY LANDFILL				1450	39	36.00	2742.98	147,237.90
			Report Total			**1450**	**39**	**36.00**	**2742.98**	**147,237.90**

EDGECOMBE COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

SEPTEMBER 8, 2026
6:00 P.M.

AGENDA CATEGORY:
New Business

SUBJECT: Planning & Development Department – Planning Board Vacancies.

BRIEF SUMMARY:

Two Planning Board members resigned within the last month: Rev. Gray from District 2 and Mrs. Ada Barnes-Morgan from District 5. We currently have vacancies in Commissioner Districts 2 and 7 that need to be filled.

REQUESTED ACTION:
For information purposes and for the commissioners in the affected districts to solicit planning board representation.

SUBMITTED BY:
Dervin Spell
Planning and Development Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
None

ATTACHMENTS
- Memo

MEMO

Date: September 1, 2026

TO: Eric Evans, County Manager

FROM: Dervin Spell, Planning Director

SUBJECT: **Planning Board Members Districts Representation**

The chart below depicts the County Commissioners' election districts in which Planning Board members reside and represent. The Board consists of seven members. Two Planning Board members resigned within the last month: Rev. Gray from District 2 and Mrs. Ada Barnes-Morgan from District 5. We currently have vacancies in Commissioner Districts 2 and 7 that need to be filled.

County Commissioner	Election Districts	Planning Board Member	Terms Appointment	Terms Expiration
Evelyn Powell	**District 1**	Jennifer Eason	01/2026	01/2029
Viola Harris	**District 2**			
Leonard Wiggins	**District 3**	Carlton Alston	07/2024	07/2027
George Thorne	**District 4**	Reuben Thompson IV	6/2015	06/2030
Ralph Webb	**District 5**	Eddie Drake	01/2026	01/2029
Donald Boswell	**District 6**	Michael Brinkley	07/2022	07/2028
L. Dewitt Woodley	**District 7**			

Vacant seat

Terms Defined - Members appointed prior to February 1, 2016 shall serve three five-year terms. Members appointed after February 1, 2016 shall serve two three-year terms.

County Manager REPORT

Edgecombe County
County Administration Building
201 St. Andrew St., PO Box 10 Tarboro, NC 27886
252-641-7834 · Fax 252-641-0456
www.edgecombecountync.gov

Eric Evans
County Manager
ericevans@edgecombeco.com

TO: **BOARD OF COMMISSIONERS**
FROM: **ERIC EVANS, COUNTY MANAGER**
DATE: **SEPTEMBER 3, 2026**
SUBJECT: **MAJOR EVENTS AND IMPORTANT MEETINGS**

To give the Board insight into some of the things I have the privilege of doing and participating in, I'm sharing my major events and important meetings over the last month. This is not a complete list of my meetings and activities during the month.

- **Aug. 3rd** Meeting to draft legislative goals with Commissioner Harris & Tammi Faison, Clerk
- **Aug. 5th** Department Head Meeting
- **Aug. 5th** Executive Team Meeting
- **Aug. 6th** Meeting with Vines Architecture to review plans for N. Edgecombe High School
- **Aug. 7th** Quarterly Leadership Self-assessment
- **Aug. 8th** Edgecombe Works! Better project planning meeting
- **Aug. 10th** Meeting with Teach for America reps; hosted tour of Edgecombe Works! Career Campus
- **Aug. 10th** Planning meeting with Carolinas Gateway staff
- **Aug. 12th** Braswell Library Board of Directors meeting
- **Aug. 13th** Served at County's booth at the America 250 Food Truck vendor mall
- **Aug. 18th** Made remarks at Edgecombe Schools convocation
- **Aug. 18th** Human Services Board meeting
- **Aug. 20th** Tourism Development Authority Board meeting
- **Aug. 20th** Juvenile Crime Prevention Council Board meeting
- **Aug. 20th** GOTL Affordable and Safe Advisory Board
- **Aug. 21st** AI Training for Executives, Roberty Hiett, UCPCOG- trainer
- **Aug. 21st** One-on-one team member development meeting
- **Aug. 24th** One-on-one team member development meeting
- **Aug. 24th** Community meeting N. Edgecombe High School Project – Parker Middle
- **Aug. 25th** I hosted a virtual, regional Managers meeting on Data Centers
- **Aug. 25th** GOTL Education/Workforce and Safe Advisory Board
- **Aug. 25th** Community meeting High School Project – N. Edgecombe HS

- **Aug. 26th** Along with HR Director and Career Navigator, participated in career day at the Edgecombe Youth Development Center
- **Aug. 27th** New Department Head Leadership Luncheon
- **Aug. 31st** Met with two non-profits to discuss partnering at the Edgecombe Works! Career Campus

Economic/Workforce Indicators for Edgecombe County
Reported to Commissioners - September 2026 Commissioners Meeting

	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Jobs								
Openings (@ date of report)	1062	1108	1069	1055	1000	1066	1111	1162
Previous report total	1681	1805	1773	1860	1787	1775	2058	1873
# Change	-91	124	-32	87	-73	-12	283	-185
% Change	-5.10%	7.38%	-1.80%	4.90%	-4%	-1%	16%	-9.0%
Workforce								
Labor Force	19575	19575	20585	20586	20617	20235	20235	20442
Employed	18601	18601	19488	19391	19423	19009	19009	19145
Unemployed	974	974	1097	1195	1194	1226	1226	1297
Uemployment Rate	5.0%	5.00%	5.3%	5.8%	5.8%	6.1%	6.1%	6.3%
State Ranking	9	9[1]	1	1	1	1[4]	1[1]	1

	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
Jobs							
Openings (@ date of report)	1125	1118	939	938	1137	1131	1101
Last month total	1933	1659	1954	1820	1652	1753	1925
# Change	60	-274	259	-134	-168	101	172
% Change	3.20%	-14.00%	17.78%	-6.90%	-9%	6%	10%
Workforce							
Labor Force	20442	20440	20245	20440	20216	20151	19932
Employed	19145	19340	19159	19342	19166	19098	18839
Unemployed	1297	1100	1266	1098	1050	1053	1093
Uemployment Rate	6.3%	5.40%	6.2%	5.4%	5.2%	5.2%	5.5%
State Ranking	1	1	4	2	2	1[5]	1[4]

[1] Updated unemployment figures were not available at the this report was prepared
[2] Tied for 5th with Graham County
[3] Tied with Scotland County
[4] Tied with Halifax County
[5] Tied with Hyde Co.
[6] Tied with Wilson Co.
[7] Tied with Warren County
[8] Tied with Warren and Vance
[9] Tied with Warren, Washington & Wilson Co
[10] Tied with Vance Co.

Memorandum

To: TDA Board
From: Lisa Warren, Accounting Specialist
Date: 08/14/2026
Re: July 2026 Finance Report

FY2026 financial statements have been finalized. The TDA generated a **net gain of $81,262.19** for the year. Total revenues were $139,966.04 net of total expenses of $58,703.85.

In fiscal year-to-date 2027, Edgecombe County has collected a total amount of **$12,342.62** in Occupancy Tax for the TDA. These collections were for the month of **June 2026.**

Total Expenditures for fiscal year-to-date 2027 through July 31, 2026 equal **$3,350.00.**

As of July 31, 2026, the TDA balance was **$488,601.63.**

I recommend the TDA vote to approve the Finance report as presented.

Please feel free to contact me with any questions or concerns at

(252)641-4742 (office).

ECTDA FISCAL YEAR 25-26 BUDGET (Revised 9-18-25) JUNE 2026 FINAL				
Line Item	**Budget**	**YTD**	**Funds Remaning**	
REVENUES				
6% Edgecombe County Occupancy Tax	$ 132,000.00	$ 139,966.04	$ (7,966.04)	
Grant Awards	$ -		$ -	
Miscellaneous Revenue	$ -	$ -	$ -	
Fund Balance Appropriated	$ 118,600.00	$ -	$ 118,600.00	
Other			$ -	
TOTAL REVENUES	$ 250,600.00	**$ 139,966.04**	$ 110,633.96	
EXPENSES		**YTD**	**Avaliable Funds**	
HUMAN RESOURCES				
Payroll				
FICA - .765%				
Retirement 6%				
Group Insurance				
401K Contribution 1%				
Contract Services - Social Media Marketing	$ 14,400.00	$ 14,400.00	$ -	
Contract with Chamber	$ 22,200.00	$ 22,200.00	$ -	
Performance Bonus- Executive Director	$ 3,000.00		$ 3,000.00	
Performance Bonus- Social Media	$ 3,000.00		$ 3,000.00	
TOTAL HUMAN RESOURCES	**$ 42,600.00**	**$ 36,600.00**	**$ 6,000.00**	
OPERATIONS			$ -	
Office Supplies	$ 1,000.00	$ 333.96	$ 666.04	
Equipment			$ -	
Travel (Mileage) and Lodging	$ 4,000.00	$ 3,054.09	$ 945.91	
Board Meeting Expenses	$ 1,000.00	$ 727.20	$ 272.80	
Telephone	$ -		$ -	
Postage	$ 1,000.00	$ 73.00	$ 927.00	
Utilities	$ -		$ -	
Dues and Subscriptions	$ 2,750.00		$ 2,750.00	
Data Processing - Web Hosting	$ 2,200.00		$ 2,200.00	
Rental Equipment	$ -		$ -	
Misc. Expense	$ 3,350.00	$ 625.82	$ 2,724.18	
Banking Fees	$ 200.00		$ 200.00	
Other Contract Services			$ -	
Legal Expenses			$ -	
Audit	$ 2,500.00		$ 2,500.00	
Total Operations	**$ 18,000.00**	**$ 4,814.07**	**$ 13,185.93**	
Marketing			$ -	
Printing - Marketing Materials	$ 42,000.00	$ 4,289.78	$ 37,710.22	
Advertising	$ 18,500.00	$ 500.00	$ 18,000.00	*
Grant Awards	$ 15,000.00	$ 4,000.00	$ 11,000.00	
Contract Services - Web Design	$ -		$ -	
Contract Services - Brochure Design	$ -		$ -	
Contract Services - Logo Design	$ -		$ -	
Hotels	$ 8,000.00		$ 8,000.00	
Social Media Ads	$ 1,000.00		$ 1,000.00	
Sponsorship	$ 3,500.00	$ 3,500.00	$ -	*
Events	$ 10,000.00		$ 10,000.00	
RMEC	$ 5,000.00	$ 5,000.00	$ -	
Edgecombe Community College Events	$ 5,000.00		$ 5,000.00	
Total Marketing	**$ 108,000.00**	**$ 17,289.78**	**$ 85,710.22**	
Asset Development			$ -	
Capital Purchases			$ -	
Other	$ -		$ -	
Total Assest Development	**$ -**	**$ -**	**$ -**	
Town of Tarboro Allocation	$ 32,000.00			
Town of Tarboro Reserve for Grant Match	$ 50,000.00			
		YTD	**Available Funds**	
TOTAL HUMAN RESOURCES	$ 42,600.00	$ 36,600.00	$ 6,000.00	
TOTAL OPERATIONS	$ 18,000.00	$ 4,814.07	$ 13,185.93	
TOTAL MARKETING	$ 108,000.00	$ 17,289.78	$ 90,710.22	
TOTAL ASSEST DEVELOPMENT	$ -		$ -	
TARBORO ALLOCATION	$ 82,000.00		$ 82,000.00	
TOTAL EXPENDITURES	**$ 250,600.00**	**$ 58,703.85**	**$ 191,896.15**	
Net Gain or Loss	**$ -**	**$ 81,262.19**		
Fund Balance Remaining	**$ -**			

5/15/26 Per Dave-Board has approved
Move $1500 from Advertising to Sponsorship
for Tar River bandits $2000

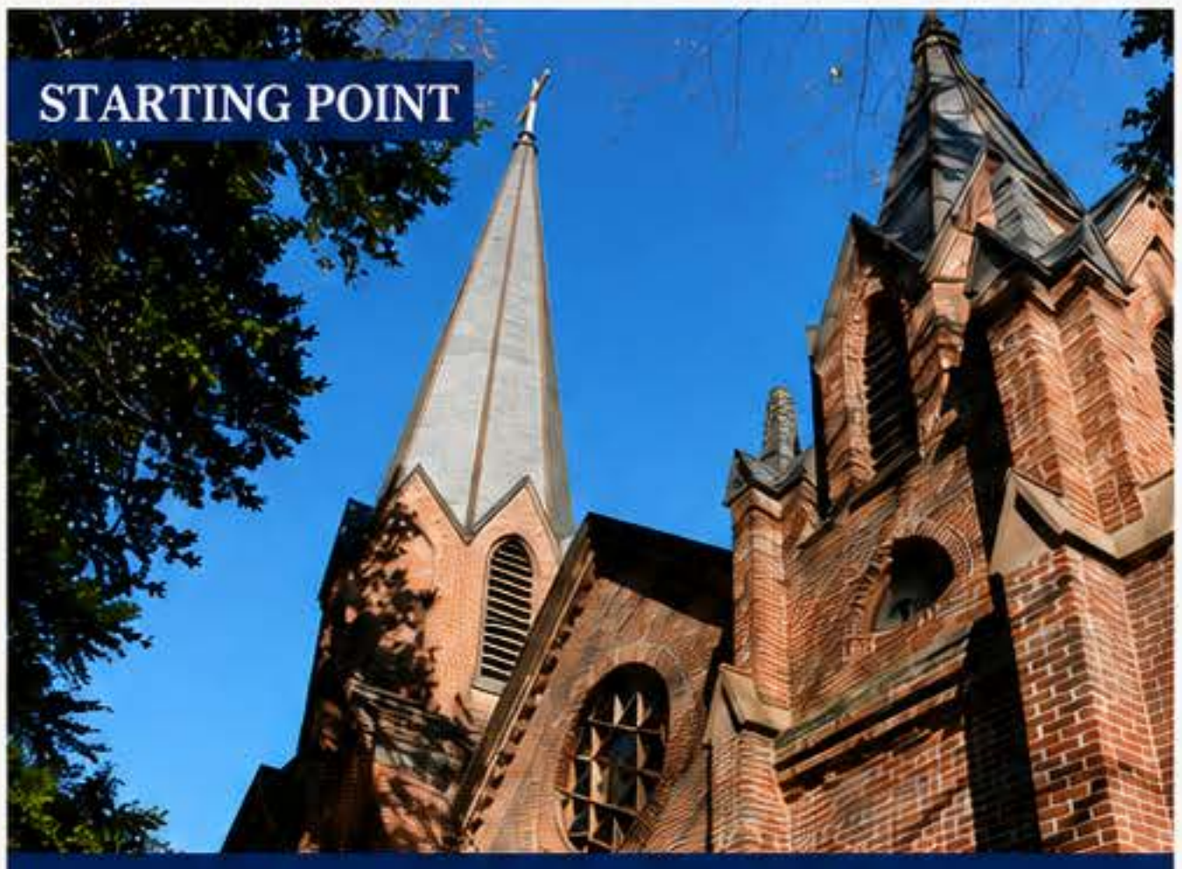
YTD: OCCUPANCY TAX RECEIVED: JULY 1, 2026- JUNE 30, 2027 (FY 2027)						
DESCRIPTION	YEAR	PER	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
ROOM OCCUPANCY TAX	2027	1	07/06/2026	-940.68	BUDGET INN	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-4,023.41	SHREE KRISHNA INC; COMFORT INN	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-4,145.45	AVALARA INC; AIRBNB INC	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-140.50	AVALARA CLIENT TRUST; BOOKING.COM	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-13.26	AVALARA CLIENT TRUST; CAPITAL ONE TRAVEL LLC	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-322.03	AVALARA CLIENT TRUST; EXPEDIA INC	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-44.99	AVALARA CLIENT TRUST; HOMEAWAY.COM INC	OCCUPANCY TAX FOR JUNE
ROOM OCCUPANCY TAX	2027	1	07/20/2026	-2,712.30	KOVAS HOTELS LLC; BESTWESTERN TARBORO	OCCUPANCY TAX FOR JUNE
				-12,342.62	TOTAL COLLECTED FY 2026	

-$12,342.62	Credited to FY 2026
-$12,342.62	Should equal YTD Occupancy Tax Received (CELL: E72)

Join Us
Walk from Calvary to Freedom

A journey of unity, reflection, and hope

★ ★ ★ **Celebrating America 250** ★ ★ ★



Calvary Episcopal Church
411 E. Church St., Tarboro, NC



Courthouse Square
Charters of Freedom Statues

When:
September 17, 2026

Time:
10am

Starting Point:
Calvary Episcopal Church,
411 E. Church St., Tarboro, NC.

General Path:
We will head west on E. Church Street past the beautiful churchyard gardens toward downtown to the Courthouse Square area (Charters of Freedom statues).

What:
Historians, county leaders and citizens will read excerpts from the Declaration of Independence, U.S. Constitution, Bill of Rights, and Civil Rights Amendments. Drones will fly over the route to capture the stories being shared along the way.

AMERICA 250 NC | AMERICA 250 NC
NORTH CAROLINA'S ROAD TO 250 BEGINS HERE ★★★

Timeline of Key Activities – Data Center Moratorium

Aug. 6, 2026	Board of Commissioners adopted resolution enacting a two-year moratorium
Aug. – Oct. 2026	Staff review of current ordinances and recommendations from the Data Center Advisory Group
Nov. – Dec. 2026	Meetings with Data Center Advisory Group to discuss recommended amendments to the UDO
Jan. – Feb. 2027	Staff review of draft proposed amendments to the UDO
Mar. – Apr. 2027	Public meetings for citizens input and recommendations on proposed amendments.
May – June 2027	Follow-up Meetings with the Data Center Advisory Group to finalize recommendations.
July – Aug. 2027	Staff finalize recommended UDO amendments.

Sept. 2027	Planning Board review and public meeting.
Oct. 2027	Present recommended ordinance Amendments to the Board of Commissioners; call for public hearing.
Nov. 2027	Public Hearing for comments on proposed changes to the ordinance.
Dec. '27 – Jan. 2028	Staff review of comments and recommendations from public hearing.
Feb. – Mar. 2028	Meetings with Data Center Advisory Group to discuss public comments and consider any needed revisions to recommended amendments to the UDO
Apr. – May. 2028	Staff review of any recommended revisions
June, 2028	Planning Board review and public meeting if more changes.
July, 2028	Present any additional changes to the Board of Commissioners; call for public hearing.
Aug., 2028	Public Hearing for comments on proposed changes to the ordinance; Board considers adoption of amended ordinances.

EDGECOMBE COUNTY HEALTH DEPARTMI
a division of the
Edgecombe County Human Services Agency
PO Box 100
122 E. St. James Street ● Tarboro NC 27886
252-641-7511

It's the Law; Vaccinate Your Pet Against Rabies

For Immediate Release
September 3, 2026
Contact: Meredith Shivers

North Carolina's rabies laws require that all cats, dogs, and ferrets must be vaccinated against rabies by four months of age. Rabies is a deadly viral disease that attacks the central nervous system. Rabies is commonly found in bats, raccoons, skunks, red and grey foxes, coyotes, wolves, groundhogs, and beavers. Any mammal, including cats, dogs, agricultural animals and people, can become infected with rabies when exposed. If your animal is not currently vaccinated and is bitten by an animal that is or might be rabid, animal control is required to quarantine the pet for six months or euthanize the pet if necessary. That decision is made by the local health director. (**NCGS 130A-197**)

If you are bitten or scratched by any animal be sure to clean the wound with soap and running water for 15 minutes, call your doctor, and inform your local animal control office. If the animal is someone's pet, get the name and address of the owner and give that information to an animal control officer.

Michelle Etheridge, Edgecombe County Health Director, stated, "Vaccinating our pets against rabies is one of the simplest and most important steps we can take to protect the health and safety of our families and our community. Rabies is a deadly disease, but it is preventable. By keeping dogs, cats, and other pets up to date on their rabies vaccinations, we not only protect our animals, but also help prevent the spread of this serious disease to people. I encourage every pet owner to make sure their pets are vaccinated and their vaccinations remain current."

In addition to the rabies vaccination, other ways to limit possible exposures are:

- Keep pets inside. Keep your dog on a leash and supervise pets while they are outside.
- Do not feed pets outside. Pet food attracts wildlife.
- Do not feed feral, or wild, cats or dogs.
- Use wildlife-proof lids to secure garbage cans.

If your pet needs a rabies vaccination, the Edgecombe County Animal and Rabies Control Program will be offering rabies vaccine clinics at Albemarle Animal Hospital on Saturday, October 3, 2026, from 9:00am-12:00pm and at Tarboro Animal Clinic on Saturday November 7, 2026 from 9:00am-12:00pm. Rabies vaccinations will be $10 per animal. Call the Edgecombe County Animal and Rabies Control Program at 252-641-7911 for more information on these vaccination clinics.

For more information on rabies visit https://epi.dph.ncdhhs.gov/cd/rabies/control.html or call the Edgecombe County Health Department at 252-641-7511.

County Commissioners' REPORT

August 06, 2026

Hon. Viola Harris
Commissioner
Edgecombe County
609 St. David Street
Tarboro, North Carolina 27886

Dear Commissioner Harris,

As President of the National Association of Counties (NACo), it is my pleasure to appoint you to these committees:

Human Services and Education Policy Steering Committee (Social Services Subcommittee)	Subcommittee Vice Chair
Advisory Council on Immigration and Intergovernmental Affairs	Member
Healthy Counties Innovation Council	Member
Membership Standing Committee	Member
Rural Action Caucus (RAC)	Member

You have been selected for this role because of your unwavering commitment and exemplary dedication to NACo. Our greatest strength lies in the engagement of our members, and your active participation and leadership are vital to ensuring that we remain the united voice of America's counties.

My presidential spotlight — **Building Better Futures** — is a yearlong initiative to get ahead of the challenges facing our young people, not just react to them. Together, we'll strengthen the systems around our youth, turn data into action, and lead with the kind of real, hands-on investment that gives young people a hand up, not a hand out.

Let's build the futures our young people deserve — learning from what works, leaning on our communities, and meeting our counties' youth with resilience, with purpose, and with pride.

Your NACo committee liaison will follow up with you to provide specific details on the committee's work and future meeting dates, such as the **NACo Legislative Conference, February 19-22, 2027, in Washington, D.C.** and the **NACo Annual Conference, July 23-26, 2027, in Chatham County (Savannah), Ga..**

If you are unable to accept any of the position(s) listed above or believe that this selection was made in error, please contact Marc Chavez at nacopa@naco.org.

I look forward to working with you in the year ahead!

With respect,

George Dunlap

George Dunlap
President